ONE NEVADA AGREEMENT ON ALLOCATION OF OPIOID RECOVERIES

WHEREAS, the people of the State of Nevada and its communities have been harmed by the misfeasance, nonfeasance, and malfeasance of certain individuals and entities, including licit and illicit opioid distribution, that has created an opioid epidemic both nationally and within the State of Nevada;

WHEREAS, on January 24, 2019, the Honorable Steve Sisolak, Governor of the State of Nevada, in consultation with the Honorable Aaron D. Ford, Attorney General of the State of Nevada, entered a Declaration of Findings Pursuant to NRS 228.1111(1)(a), declaring that the State of Nevada is combating the opioid epidemic;

WHEREAS, the State of Nevada though its elected representatives and counsel, including the Honorable Aaron D. Ford, Attorney General of the State of Nevada, and certain Local Governments, through their elected representatives and counsel, are separately engaged in opioid-related litigation seeking to hold various entities and individuals accountable for the opioid epidemic in the State of Nevada based on their misconduct relating to the unlawful manufacture, marketing, promotion, distribution, and/or dispensing of prescription opioids;

WHEREAS, the State of Nevada and its Local Governments share a common desire to remediate and alleviate the impacts of the opioid epidemic throughout the State of Nevada;

THEREFORE, the State of Nevada and its Local Governments, desire, subject to formal approval effectuating this One Nevada Agreement on Allocation of Opioid Recoveries (“Agreement”) relating to the resolution or partial resolution of opioid-related litigation and the allocation and use of the proceeds of any Recoveries as described; and

NOW THEREFORE, the Parties agree and desire to be bound as follows:
A. Definitions

As used in this Agreement:

1. The "State" or "State of Nevada" shall mean the State of Nevada acting through its Attorney General.

2. “Local Governments” shall mean the Local Governments listed in Exhibit A, attached.

3. "Litigating Counties" shall mean the following Nevada Counties: Carson City, Churchill, Clark, Douglas, Esmeralda, Humboldt, Lincoln, Lyon, Mineral, Nye, Washoe, and White Pine;

4. "Non-Litigating Counties" shall mean the following Nevada Counties: Elko, Eureka, Lander, Pershing, and Storey;

5. “Litigating Cities and Districts” shall mean the Cities and Districts listed in Exhibit B, attached;

6. “Counsel” shall mean the contingency fee retained attorneys to the State of Nevada and each of the Litigating Counties and Litigating Cities and Districts for their respective opioid-related litigation.

7. "The Parties" shall mean the State of Nevada and the Local Governments.

8. "Defendant" or "Defendants" shall mean one or more entities and/or individuals responsible for the opioid epidemic in the State of Nevada based upon various theories and causes of action asserted in pending opioid-related litigation by the State of Nevada, the Litigating Counties, and the Litigating Cities and Districts as listed in Exhibit C, attached.

9. "Lead Litigator Costs" shall mean the costs incurred to date for opioid-related litigation by the State of Nevada, the Litigating Counties, and the Litigating Cities
and Districts against the Defendants of at the time of any Recovery. Costs do not include attorney fees or contingency fees for Counsel.

10. "Federal Government CMS Medicaid Costs" shall mean 22.52% of any Recovery after deduction of the Lead Litigating Costs that may be asserted, and only if determined to be recoverable, against the State of Nevada's Federal Government Centers for Medicaid Services costs for claims, otherwise commonly known as the federal share of Medicaid claims payments.

11. “Negotiating Committee" shall mean Counsel for the State of Nevada, the Nevada Attorney General or his designees as required by NRS chapter 228.1113, et seq., and Counsel for the Litigating Counties, and the Litigating Cities and Districts (collectively, "Members") in their respective opioid-related litigation.

12. "Recovery" or "Recoveries" shall mean monetary amounts obtained through the negotiated resolution of legal or equitable claims against any Defendant in any opioid-related litigation listed in Exhibit C, and shall include any Recoveries against any Defendant through bankruptcy proceedings related to the opioid-related litigation in Exhibit C to the extent the bankruptcy court allows for use of this Agreement to allocate Recoveries.

13. "Approved Purposes" shall mean only uses to remediate the harms, impact, and risks caused by the opioid epidemic to the State of Nevada and its residents, and are consistent with those uses required by Senate Bill 390 (SB 390) as enrolled by the 81st (2021) Nevada Legislative Session and signed into law by the Nevada Governor, or uses that are listed as an approved use for abatement purposes in any plan approved by a bankruptcy court that are not otherwise inconsistent with SB 390.
B. **Allocation of Recoveries**

1. With the exception of up to 8% for administrative costs, or unless otherwise limited by Court Order, all Recoveries must be used for Approved Purposes.

2. Any Recovery, after deduction of Lead Litigator Costs, unless otherwise limited by Court Order, and the Federal Government CMS Medicaid Costs, if and only if applicable, shall be divided into percentages and allocated within these percentages as follows:

1) "**State of Nevada Allocation**": 43.86% to the State of Nevada;

2) "**Local Governments Allocation**": 38.77% to the Local Governments to be allocated by percentage of claims data for the Local Governments as outlined in Exhibit D, attached; and

3) "**Medicaid Match Allocation**": 17.37% representing what is referred to as the Medicaid Match which amount shall be allocated among the Counties as follows: **a)** 65% to Clark County, **b)** 14% to Washoe County, and **c)** 21% to the remaining Litigating and Non-Litigating Counties by population, as outlined in Exhibit E, attached.
3. Unless otherwise directed by court order, the State of Nevada shall receive and divide and allocate any Recoveries described in Paragraph 2.

4. The State of Nevada and Local Governments shall exercise due diligence to complete a release against any Defendant, if necessary, as a result of a Recovery pursuant to this Agreement.

5. The State of Nevada and Local Governments shall make every reasonable effort to coordinate any related press releases and/or press interaction concerning any settlement or other disposition under this Agreement.

6. The State of Nevada and Local Governments are, after deduction of Lead Litigator Costs unless otherwise limited by Court Order, and the Federal Government CMS Medicaid Costs, if and only if applicable, from any Recovery, each responsible for any remaining costs of that Party's litigation from that Party's share of the Recovery after allocation.

7. The State of Nevada and Local Governments are each responsible, unless otherwise directed by court order, for payment of any attorney fees for the use of their Counsel in maintaining their respective opioid-related litigation from their share of the Recoveries after allocation pursuant to the terms of their respective contingency fee agreements. However, in the event Counsel is eligible to apply for attorney fees or costs from a national fund created by one or more Defendants in connection with a Recovery, Counsel will refund any amount recovered from said national fund proportionate to the amount of attorney fees paid under each respective contingency fee agreement.

8. Additionally, a fee adjustment of 25% shall be deducted from the share of each of the allocation amounts to the Non-Litigating Counties described in Paragraph 2 of
this Agreement. The total amount of the fee adjustment deducted pursuant to this paragraph shall then be allocated to the Litigating Counties by total percentage of claims data for those Litigating Counties as outlined in Exhibit F, attached.

9. In the event a Local Government merges, dissolves, ceases to exist, opioid-related litigation is dismissed with prejudice including the exhaustion of any and all appeals related to the Court's order of dismissal, or is excluded from a specific recovery for any reason, the allocation percentage for that Local Government shall be reallocated as follows:

a. If a Local Government excluded under this paragraph is a Litigating City or District, then that Litigating City or District’s allocated share shall be added to the share of the County in which the Litigating City or District is located in addition to the County’s allocated share.

b. If a Local Government excluded under this paragraph is a County, then that County’s allocated share shall be added to the State’s share minus the allocated shares of any Litigating City or District located within the excluded County that would otherwise be entitled to receive their shares.

10. Funds received by the State of Nevada or Local Governments, which are obtained from entities or individuals not listed on Exhibit C, or from sources unrelated to a Recovery, i.e., via grant, bequest, gift or the like, are excluded from this Agreement.

11. The State of Nevada’s share of Recoveries, after deduction of any remaining costs and attorney fees, shall be deposited in the Fund for Resilient Nevada through Senate Bill 390 (2021).
12. Nothing in this Agreement alters or intends to alter or change the right of the State of Nevada or any Local Governments to pursue its own claims against any Defendant through that Parties' separate opioid-related litigation. Rather, the intent of this Agreement is to join all Parties to seek and negotiate binding global settlement or settlements and to obtain Recoveries with one or more Defendants in the State of Nevada or Local Governments opioid-related litigation for the benefit of all Parties to this Agreement.

C. **Waiver of Conflict of Interest.** Consistent with the intent of this Agreement, the Parties agree that there is no conflict of interest in Counsel representing the Parties to this Agreement, but to the extent Counsel’s representation may constitute a conflict of interest, the Parties waive any potential conflict of interest.

D. **Reporting.** Accountability - Prior to July 1st of each year, or as otherwise required by any Court Order, each of the Local Governments shall provide information to the State, to the attention of Mark J. Krueger, Chief Deputy Attorney General at mkrueger@ag.nv.gov, about how they intend to expend, and how they did expend, their allocated shares of any Recovery/Recoveries to ensure such Recoveries are being used for Approved Purposes only. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about the use of the Recoveries, including Local Government or third-party programs, services, or infrastructure receiving the Recoveries.

E. **Miscellaneous**

1. **Construction.** With regard to each and every term and condition of this Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted, and if at any time the Parties are required to interpret or construe any such term or condition, no consideration shall
be given to the issue of which Party actually prepared, drafted or requested any term or condition thereof.

2. **Severability Clause.** In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

3. **Entire Agreement.** This Agreement, contains the entire agreement between the Parties and supersedes and cancels all previous negotiations and agreements, if any.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Nevada.

5. **Amendments.** Any and all amendments to this Agreement must be in writing which must be signed by all Parties and must be approved by their respective Commissions, Councils, or Boards.

6. **Signature in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. This Agreement and any amendments thereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof.

7. **Legal Advice.** The Parties acknowledge that they have been advised to have this Agreement reviewed by their respective Deputy Attorney Generals, District Attorneys, and City Attorneys (collectively “Government Attorneys”) and the
Government Attorneys have had the opportunity to participate in the negotiation of this Agreement.

F. Acknowledgment of Agreement and Binding Authority

This Agreement has been collaboratively drafted to maintain all individual claims and causes of action in each Parties' opioid-related litigations while allowing the State and its Local Governments to cooperate in exploring all possible means of obtaining a Recovery/Recoveries against the Defendants. This Agreement is jointly entered into by the State of Nevada and Local Governments, is approved by the Parties' respective Commissions, Councils, and Boards, and provides binding authority from each Party to the Agreement regarding the resolution through the Negotiating Committee and allocation of any Recovery. However, other than those settlements or other disposition in this Agreement, nothing in this Agreement binds any party to any specific outcome of each Parties' opioid-related litigation.

We, the undersigned, hereby agree to be bound by this Agreement, which shall have an effective date of August 9, 2021.

Executed this \underline{20}th day of \underline{August}, 2021.

STATE OF NEVADA

By: 

NEVADA ATTORNEY GENERAL

Dated: \underline{8/23/21}

CHURCHILL COUNTY

By: 

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: ______________________
Government Attorneys have had the opportunity to participate in the negotiation of this Agreement.

F. Acknowledgment of Agreement and Binding Authority

This Agreement has been collaboratively drafted to maintain all individual claims and causes of action in each Parties’ opioid-related litigations while allowing the State and its Local Governments to cooperate in exploring all possible means of obtaining a Recovery/Recoveries against the Defendants. This Agreement is jointly entered into by the State of Nevada and Local Governments, is approved by the Parties’ respective Commissions, Councils, and Boards, and provides binding authority from each Party to the Agreement regarding the resolution through the Negotiating Committee and allocation of any Recovery. However, other than those settlements or other disposition in this Agreement, nothing in this Agreement binds any party to any specific outcome of each Parties’ opioid-related litigation.

We, the undersigned, hereby agree to be bound by this Agreement, which shall have an effective date of August 9, 2021.

Executed this ______ day of ______, 2021.

STATE OF NEVADA

By: _______________________ Dated: ________________

NEVADA ATTORNEY GENERAL

CHURCHILL COUNTY

By: _______________________ Dated: 7/21/21

REPRESENTATIVE FOR THE LOCAL GOVERNMENT
CLARK COUNTY

By: [Signature]
Dated: [August 3, 2021]

DOUGLAS COUNTY

By: [Signature]
Dated: [Insert Date]

ELKO COUNTY

By: [Signature]
Dated: [Insert Date]

ESMERALDA COUNTY

By: [Signature]
Dated: [Insert Date]

EUREKA COUNTY

By: [Signature]
Dated: [Insert Date]

HUMBOLDT COUNTY

By: [Signature]
Dated: [Insert Date]
CLARK COUNTY

By: _______________________________ Dated: _________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

DOUGLAS COUNTY

By: _______________________________ Dated: 8/5/21
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

ELKO COUNTY

By: _______________________________ Dated: _________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

ESMERALDA COUNTY

By: _______________________________ Dated: _________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

EUREKA COUNTY

By: _______________________________ Dated: _________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

HUMBOLDT COUNTY

By: _______________________________ Dated: _________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT
CLARK COUNTY

By: ___________________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

DOUGLAS COUNTY

By: ___________________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

ELKO COUNTY

By: ___________________________ Dated: August 4, 2021
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

ESMERALDA COUNTY

By: ___________________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

EUREKA COUNTY

By: ___________________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

HUMBOLDT COUNTY

By: ___________________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT
CLARK COUNTY

By: ___________________________ Dated: ________________
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT

DOUGLAS COUNTY

By: ___________________________ Dated: ________________
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT

ELKO COUNTY

By: ___________________________ Dated: ________________
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT

ESMERALDA COUNTY

By: ___________________________ Dated: 8-24-21
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT

EUREKA COUNTY

By: ___________________________ Dated: ________________
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT

HUMBOLDT COUNTY

By: ___________________________ Dated: ________________
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT
CLARK COUNTY

By: ___________________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

DOUGLAS COUNTY

By: ___________________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

ELKO COUNTY

By: ___________________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

ESMERALDA COUNTY

By: ___________________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

EUREKA COUNTY

By: ___________________________ Dated: 8-6-2021
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

HUMBOLDT COUNTY

By: ___________________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT
CLARK COUNTY

By: ____________________________ REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated:__________________________

DOUGLAS COUNTY

By: ____________________________ REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated:__________________________

ELKO COUNTY

By: ____________________________ REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated:__________________________

ESMERALDA COUNTY

By: ____________________________ REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated:__________________________

EUREKA COUNTY

By: ____________________________ REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated:__________________________

HUMBOLDT COUNTY

By: ____________________________ REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: _________________________

8/9/21
LANDER COUNTY

By: [Signature]  
REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: August 12, 2021

LINCOLN COUNTY

By: [Signature]  
REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: ____________

LYON COUNTY

By: [Signature]  
REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: ____________

MINERAL COUNTY

By: [Signature]  
REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: ____________

PERSHING COUNTY

By: [Signature]  
REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: ____________

STOREY COUNTY

By: [Signature]  
REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: ____________
LANDER COUNTY

By: ____________________________  Dated: __________________________
   REPRESENTATIVE FOR THE           
   LOCAL GOVERNMENT

LINCOLN COUNTY

By: ____________________________  Dated: 08/02/2021
   REPRESENTATIVE FOR THE           
   LOCAL GOVERNMENT

LYON COUNTY

By: ____________________________  Dated: __________________________
   REPRESENTATIVE FOR THE           
   LOCAL GOVERNMENT

MINERAL COUNTY

By: ____________________________  Dated: __________________________
   REPRESENTATIVE FOR THE           
   LOCAL GOVERNMENT

PERSHING COUNTY

By: ____________________________  Dated: __________________________
   REPRESENTATIVE FOR THE           
   LOCAL GOVERNMENT

STOREY COUNTY

By: ____________________________  Dated: __________________________
   REPRESENTATIVE FOR THE           
   LOCAL GOVERNMENT
LANDER COUNTY

By: ___________________ Dated: _______________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

LINCOLN COUNTY

By: ___________________ Dated: _______________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

LYON COUNTY

By: ___________________ Dated: 8/5/2021
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

MINERAL COUNTY

By: ___________________ Dated: _______________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

PERSHING COUNTY

By: ___________________ Dated: _______________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

STOREY COUNTY

By: ___________________ Dated: _______________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT
LANDER COUNTY

By: REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: ____________________

LINCOLN COUNTY

By: REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: ____________________

LYON COUNTY

By: REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: ____________________

MINERAL COUNTY

By: REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: 8-4-21

PERSHING COUNTY

By: REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: ____________________

STOREY COUNTY

By: REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: ____________________
LANDER COUNTY

By: ___________________________  Dated: ____________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

LINCOLN COUNTY

By: ___________________________  Dated: ____________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

LYON COUNTY

By: ___________________________  Dated: ____________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

MINERAL COUNTY

By: ___________________________  Dated: ____________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

PERSHING COUNTY

By: ___________________________  Dated: 8/18/2021

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

STOREY COUNTY

By: ___________________________  Dated: ____________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT
LANDER COUNTY

By: ____________________________ Dated: ____________________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

LINCOLN COUNTY

By: ____________________________ Dated: ____________________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

LYON COUNTY

By: ____________________________ Dated: ____________________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

MINERAL COUNTY

By: ____________________________ Dated: ____________________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

PERSHING COUNTY

By: ____________________________ Dated: ____________________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

STOREY COUNTY

By: ____________________________ Dated: Aug 3, 2021

REPRESENTATIVE FOR THE LOCAL GOVERNMENT
WASHOE COUNTY

By: [Signature] [Signature]

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: 7/27/21

WHITE PINE COUNTY

By: [Signature] [Signature]

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: 

BOULDER CITY

By: [Signature] [Signature]

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: 

NYE COUNTY

By: [Signature] [Signature]

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: 

CARSON CITY

By: [Signature] [Signature]

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: 

CITY OF HENDERSON

By: [Signature] [Signature]

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: 

12
WASHOE COUNTY

By:  _________________  Dated:  _________________
   REPRESENTATIVE FOR THE
   LOCAL GOVERNMENT

WHITE PINE COUNTY

By:  Richard  Dated:  8-16-21
    Nune  REPRESENTATIVE FOR THE
    LOCAL GOVERNMENT

BOULDER CITY

By:  _________________  Dated:  _________________
   REPRESENTATIVE FOR THE
   LOCAL GOVERNMENT

NYE COUNTY

By:  _________________  Dated:  _________________
   REPRESENTATIVE FOR THE
   LOCAL GOVERNMENT

CARSON CITY

By:  _________________  Dated:  _________________
   REPRESENTATIVE FOR THE
   LOCAL GOVERNMENT

CITY OF HENDERSON

By:  _________________  Dated:  _________________
   REPRESENTATIVE FOR THE
   LOCAL GOVERNMENT
WASHOE COUNTY

By: ____________________________ Dated: ______________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

WHITE PINE COUNTY

By: ____________________________ Dated: ______________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

BOULDER CITY

By: ____________________________ Dated: August 23, 2021

E-SIGNED by Kieman McManus on 2021-08-23 23:02:43 GMT

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

NYE COUNTY

By: ____________________________ Dated: ______________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CARSON CITY

By: ____________________________ Dated: ______________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF HENDERSON

By: ____________________________ Dated: ______________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT
WASHOE COUNTY

By: ___________________________ Dated: _________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

WHITE PINE COUNTY

By: ___________________________ Dated: _________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

BOULDER CITY

By: ___________________________ Dated: _________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

NYE COUNTY

By: ___________________________ Dated: _________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CARSON CITY

By: ___________________________ Dated: _________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF HENDERSON

By: ___________________________ Dated: _________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT
WASHOE COUNTY

By: ____________________________  Dated: ________________

   REPRESENTATIVE FOR THE
   LOCAL GOVERNMENT

WHITE PINE COUNTY

By: ____________________________  Dated: ________________

   REPRESENTATIVE FOR THE
   LOCAL GOVERNMENT

BOULDER CITY

By: ____________________________  Dated: ________________

   REPRESENTATIVE FOR THE
   LOCAL GOVERNMENT

NYE COUNTY

By: ____________________________  Dated: ________________

   REPRESENTATIVE FOR THE
   LOCAL GOVERNMENT

CARSON CITY

By: ____________________________  Dated: 8/5/21

   REPRESENTATIVE FOR THE
   LOCAL GOVERNMENT

CITY OF HENDERSON

By: ____________________________  Dated: ________________

   REPRESENTATIVE FOR THE
   LOCAL GOVERNMENT
WASHOE COUNTY

By: ________________________________ Dated: ________________________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

WHITE PINE COUNTY

By: ________________________________ Dated: ________________________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

BOULDER CITY

By: ________________________________ Dated: ________________________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

NYE COUNTY

By: ________________________________ Dated: ________________________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CARSON CITY

By: ________________________________ Dated: ________________________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF HENDERSON

By: ________________________________ Dated: 8/3/21
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT
CITY OF LAS VEGAS

By: [Signature]  
REPRESENTATIVE FOR THE LOCAL GOVERNMENT  
Dated: 7/21/2021

CITY OF MESQUITE

By: [Signature]  
REPRESENTATIVE FOR THE LOCAL GOVERNMENT  
Dated: _

CITY OF NORTH LAS VEGAS

By: [Signature]  
REPRESENTATIVE FOR THE LOCAL GOVERNMENT  
Dated: _

CITY OF RENO

By: [Signature]  
REPRESENTATIVE FOR THE LOCAL GOVERNMENT  
Dated: _

CITY OF WEST WENDOVER

By: [Signature]  
REPRESENTATIVE FOR THE LOCAL GOVERNMENT  
Dated: _

CITY OF FERNLEY

By: [Signature]  
REPRESENTATIVE FOR THE LOCAL GOVERNMENT  
Dated: _
CITY OF LAS VEGAS

By: _______________________________ Dated: ______________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF MESQUITE

By: _______________________________ Dated: 8-11-2021
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF NORTH LAS VEGAS

By: _______________________________ Dated: ______________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF RENO

By: _______________________________ Dated: ______________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF WEST WENDOVER

By: _______________________________ Dated: ______________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF FERNLEY

By: _______________________________ Dated: ______________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT
CITY OF LAS VEGAS

By: ________________________ REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: ____________________

CITY OF MESQUITE

By: ________________________ REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: ____________________

CITY OF NORTH LAS VEGAS

By: ________________________ REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Ryann Juden, City Manager

Dated: 8/4/2021

Attest: ____________________ Marie E. Pursell, CMC Acting City Clerk

Approved as to form:

City Attorney

CITY OF RENO

By: ________________________ REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: ____________________

CITY OF WEST WENDOVER

By: ________________________ REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: ____________________

CITY OF FERNLEY

By: ________________________ REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: ____________________
CITY OF LAS VEGAS

By: ___________________________ Dated: ___________________________
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF MESQUITE

By: ___________________________ Dated: ___________________________
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF NORTH LAS VEGAS

By: ___________________________ Dated: ___________________________
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF RENO

By: ___________________________ Dated: 8/10/2021
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF WEST WENDOVER

By: ___________________________ Dated: ___________________________
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF FERNLEY

By: ___________________________ Dated: ___________________________
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT
CITY OF HENDERSON

By: ___________________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF LAS VEGAS

By: ___________________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF MESQUITE

By: ___________________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF NORTH LAS VEGAS

By: ___________________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF RENO

By: ___________________________ Dated: ________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF WEST WENDOVER

By: ___________________________ Dated: 7/20/21
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT
CITY OF LAS VEGAS

By: ________________________________ Dated: __________________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF MESQUITE

By: ________________________________ Dated: __________________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF NORTH LAS VEGAS

By: ________________________________ Dated: __________________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF RENO

By: ________________________________ Dated: __________________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF WEST WENDOVER

By: ________________________________ Dated: __________________________
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF FERNLEY

By: ________________________________ Dated: 8/4/2021
    REPRESENTATIVE FOR THE LOCAL GOVERNMENT
CITY OF ELY

By: ___________________________  Dated: 8/12/21

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF SPARKS

By: ___________________________  Dated: ________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

NORTHERN LYON COUNTY FIRE PROTECTION DISTRICT

By: ___________________________  Dated: ________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT

By: ___________________________  Dated: ________________

REPRESENTATIVE FOR THE LOCAL GOVERNMENT
CITY OF ELY

By: _______________________________ Dated: ____________________
REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF SPARKS

By: Ed Lawson Dated: 8/10/2021
REPRESENTATIVE FOR THE LOCAL GOVERNMENT

NORTHERN LYON COUNTY FIRE PROTECTION DISTRICT

By: _______________________________ Dated: ____________________
REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT

By: _______________________________ Dated: ____________________
REPRESENTATIVE FOR THE LOCAL GOVERNMENT
CITY OF ELY

By: ___________________________ Dated: ______________________
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CITY OF SPARKS

By: ___________________________ Dated: ______________________
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT

NORTHERN LYON COUNTY FIRE PROTECTION DISTRICT

By: ___________________________ Dated: ____________
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT

CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT

By: ___________________________ Dated: ______________________
   REPRESENTATIVE FOR THE LOCAL GOVERNMENT
CITY OF ELY

By:

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated:

CITY OF SPARKS

By:

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated:

NORTHERN LYON COUNTY FIRE PROTECTION DISTRICT

By:

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated:

CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT

By:

REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: 8/12/21
### EXHIBIT A

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<td>WALGREENS BOOTS ALLIANCE, INC.;</td>
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<td>WALMART INC.</td>
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<td>WATSON LABORATORIES, INC.</td>
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<tr>
<td>WATSON PHARMACEUTICALS, INC. n/k/a ACTAVIS, INC.</td>
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## Exhibit D

### Local Governments Allocation (38.77%)

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<tr>
<th>Government Entity</th>
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<tbody>
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<tr>
<td>CHURCHILL COUNTY</td>
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<tr>
<td>CLARK COUNTY</td>
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<tr>
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<tr>
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<tr>
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## EXHIBIT E

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<td>PERSHING COUNTY</td>
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**MEDICAID MATCH ALLOCATION (17.37%)**

*(65:14:21 - Population)*
<table>
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