

- Meetings may be viewed on the [City of Anacortes website](#), on the City of Anacortes [YouTube](#) Channel, or on TV [Channel 10](#).
- The public may also watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.
- The public is encouraged to comment via email to cityclerk@cityofanacortes.org or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received by the [City Clerk](#) prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
- Complete guidelines for virtual participation in Anacortes City Council meetings are available [here](#). View the quick video example for connecting to the meeting [here](#).



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

September 6, 2022
6:00 PM

PRELIMINARY AGENDA
[Packet Materials](#) / [Watch Meeting](#)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Tommy Thompson Trestle Fire Update (Report)
 - b. Fiber Committee (Report)
 - c. Public Works Committee (Report)
 - d. Museum Committee (Report)
 - e. Parks and Recreation Committee (Report)
 - f. Public Safety Committee (Report)
 - g. Port - City Liaison Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of August 22, 2022 (Action)
 - b. Approval of claims in the amount of \$724,226.30 (Action)
6. **Other Business**
 - a. * Resolution 3097: Declaring Certain Retained Utility Easements to Be Surplus in favor of the Port of Anacortes (Discussion/Action)
 - b. Opioid Settlement Agreement (Discussion/Action)
7. **Adjournment**

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting.*

The City of Anacortes is committed to making public meetings available and accessible to all members of the community. For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

Anacortes City Council Minutes - August 22, 2022

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of August 22, 2022 at 6:00 p.m. Councilmembers Jeremy Carter, Ryan Walters, Anthony Young and Carolyn Moulton were present. Councilmember Amanda Hubik participated in the meeting remotely via Zoom. Councilmembers Christine Cleland-McGrath and Bruce McDougall were absent. Mr. Walters moved, seconded by Mr. Young, to excuse the absence of Mr. McDougall and Ms. Cleland-McGrath. The motion carried unanimously by voice vote.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller shared an update regarding the 32nd and M roundabout opening, mentioning Congressman Larsen's attending the ribbon-cutting ceremony earlier that day and reporting that pedestrian flashing beacons are expected to be installed by the end of September. He emphasized that drivers use caution when driving through the area, especially with the commencement of the coming school year.

Planning Committee

Ms. Moulton reported from the Planning Committee meeting held earlier in the evening. The topics discussed included the Critical Areas Ordinance revision of riparian corridors with Evergreen Islands input, Habitat for Humanity Cottages on 5th Street, the Daycare II resolution that will be discussed in this evening's public hearing, and an MJB property development update.

Traffic Safety Committee

Ms. Moulton reported from the Traffic Safety Committee meeting held the previous Tuesday. The topics discussed included an unmarked Skyline Way pedestrian crossing, a crosswalk request across 32nd Street between Cap Sante Court retirement community and Storvik Park, parking on 6th Street near the Guemes Ferry terminal, deer crossing signs on Oakes Avenue, motorcycle parking on Commercial Avenue in the 30-foot intersection approach zone, east side of Commercial on 5th Street having 2-hour parking limits, and bike lanes south of the 32nd and M roundabout. Mr. Carter added that speed limit signs on Anaco Beach Road would be changed to reflect the coded 25 mile per hour speed limit.

Finance Committee

Mr. Walters reported from the Finance Committee meeting held the previous Wednesday. The topics discussed included a requested customer refund on a utility bill, a request for proposals for City banking, demonstration of the OpenGov software, a thorough review of the Capital Facilities Plan (CFP), and options for expanding the low income utility discount program.

Mr. Walters also noted that he has received many reports from constituents that dogs are being left off leash, causing a public safety hazard. Mr. Young mentioned that he has also received reports that there are reports of dog owners failing to pick up their dog's waste. Mayor Miller encouraged all pet owners to do their part in controlling and cleaning up after their pets and mentioned that he has asked staff to provide detailed descriptions for each element of the CFP.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda. No one present wished to address the Council on any topic not already on the agenda.

Consent Agenda

Ms. Moulton moved, seconded by Mr. Carter, to approve the following Consent Agenda items.
The motion carried unanimously by voice vote.

- a. Minutes of August 15, 2022.
 - b. Approval of claims in the amount of \$535,640.57
- The following vouchers/checks were approved for payment:

EFT numbers: 104032 through 104106, total \$458,705.31

Check numbers: 104074 through 104103, total \$60,612.56

Wire transfer numbers: 308808 through 309126, total \$16,322.70

- c. Contract Modification: Periodic Review of The Shoreline Master Program #19-111-PLN-001
- d. Contract Modification: WWTP Annual Incinerator Compliance Testing #22-149-SEW-001
- e. Street Fair Event - Lion's Club Holiday Parade
- f. Street Fair Event - What the Heck Running Company Anacortes Half Marathon & 5K

Public Hearings

Resolution 3096, a resolution reaffirming Ordinance 4024 and confirming the 6 month duration of the interim regulations contained therein concerning the development of daycares in the R4 Use Zone as a permitted use and adopting a work plan.

Planning, Community, and Economic Development Director, Don Measamer, introduced an advertised public hearing for Resolution 3096 reaffirming Ordinance 4024 and confirming the 6-month duration of interim regulations pertaining to the development of daycare facilities in the R4 Use Zone as permitted use and adopting a work plan. Mr. Measamer reviewed the plan and the schedule for adoption which had been included in the packet materials for the meeting. Mr. Young asked for a listing of daycare facilities to inform the discussion.

Mayor Miller invited members of the audience to comment on this agenda item. No one present wished to address the Council.

ANTHONY YOUNG moved, seconded by JEREMY CARTER, to approve Resolution 3096 as presented.
Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CAROLYN MOULTON, AMANDA HUBIK. Nays - None. Result: Passed

Other Business

Resolution 3097: Declaring Certain Retained Utility Easements to Be Surplus in favor of the Port of Anacortes

City Attorney, Darcy Swetnam, introduced Resolution 3097, declaring certain retained utility easements to be surplus in favor of the Port of Anacortes. Ms. Swetnam summarized the rationale for the resolution and underlying authority for the Council to act, referring to the slide presentation. Mayor Miller reminded the Council that the City recently permitted the north re-development plan for the Port. Ms. Swetnam introduced Brad Tesch, the project manager for the Port of Anacortes, who mentioned that the City issued a conditional use permit for the land in August 2021 and the Port received a \$1 million grant award from the Washington State Recreation and Conservation Office (RCO), which are both contingent upon the City granting the easement relinquishment. Ms. Moulton added that she appreciated the context provided for the justification of granting the easement relinquishment, as those details had not been included in the meeting packet materials and asked that these details be added to the packet to provide a written record of why the Council would take a decision to relinquish the easements in favor of the Port of Anacortes. Ms. Moulton then pointed out some required technical and substantial revisions in the draft resolution to include deletion of a duplicated recital and the addition of specific mention of the Port granting the waterline easement to the City as an offset for the

relinquishment of the other utility easements. Mr. Tesch mentioned that the development's frontage and access improvements in the north basin area will provide a substantial public benefit. Ms. Moulton added that the project would generate lodging tax revenue. Mr. Walters asked if there is a written guarantee in the form of a contract or other legal instrument that ensures the Port would grant the waterline easement to the City. Ms. Swetnam responded that the desired changes to the draft resolution could incorporate language noting the exchange of the easement relinquishment for the waterline easement. Mr. Walters replied that he is not persuaded that this exchange should be done without financial compensation to the City, as this is a separate transaction from when the City vacated the property to the Port in 1956. He posited that the Port granting the City the water line easement in exchange for the City relinquishing the other utility easements on Port property would be adequate compensation. He then summarized the edits to the draft resolution to include the statutory authority for the Council to act, amending the recitals to contain the justification for the relinquishment, and a written guarantee signed by both parties specifying the aforementioned value exchange. Ms. Swetnam replied that she would consult with the Port about the suggested changes to ensure that those elements do not unnecessarily prevent the Port from obtaining its grant funding. Mr. Walters agreed with this course of action, but emphasized that the City should have high confidence in the exchange. Mr. Young agreed with his colleagues' previous proposed changes and expressed his support for the initiative, emphasizing that demonstrating the mutual economic benefit to the Port, City and citizens is of the utmost importance. Mayor Miller summarized the proposed changes to the resolution and asked that it be brought back before the Council as soon as possible.

Adjournment

There being no further business, at approximately 6:35 p.m. the Anacortes City Council meeting of August 22, 2022 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the September 6, 2022 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
308235	9/19/2020	37114824	LIFELINE	PHILIPS LIFELINE - LEOFF1	\$ 55.13	hrcc1
309330	4/18/2022	25757	ZOOBEAN, INC	ONLINE TRACKING SERVICE GRANT	\$ 1,090.00	publib
308641	6/6/2022	90347	STOW-IT	20' CONTAINER RENTAL: 06/06-07/05/22	\$ 217.60	wdist
307522	6/7/2022	01452DA22185866	OVERDRIVE, INC.	EBOOK	\$ 5.00	libcc
309203	6/17/2022	220746	T-SHIRTS BY DESIGN	REC PROGRAM SUPPLIES	\$ 924.80	pkrec
307085	6/26/2022	5007093914	FERRELLGAS, LP	JUNE PROPANE INVOICE - AUTOGAS ACCOUNT	\$ 189.58	finance
307059	6/29/2022	WAANA142634	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 233.10	dwwtp
307069	6/29/2022	8817-7	SHERWIN WILLIAMS	PAINT SUPPLIES	\$ 244.80	dshop
307338	6/30/2022	WAANA142590	FASTENAL COMPANY	NITRIL GLOVES	\$ 167.68	dwwtp
306813	6/30/2022	WAANA142680	FASTENAL COMPANY	SAFETY GLASSES, WORK GLOVES, FLASHLIGHT	\$ 193.57	medic
307371	6/30/2022	112335	HONEY BUCKET	PARKS EVENT PORTABLE RESTROOMS	\$ 494.50	parksc1
307416	6/30/2022	00812254	UNITED SITE SERVICES, INC	PARKS PORTABLE RESTROOM	\$ 184.33	parksc1
307304	6/30/2022	USS-70053	UNITED SITE SERVICES, INC	PARKS PORTABLE RESTROOMS 6/1-6/30/22	\$ 1,179.77	parksc1
306767	7/1/2022	4755033S185	LEMAY MOBILE SHREDDING	SHREDDING; APD AND COURT	\$ 40.95	apd
307907	7/1/2022	4755034S185	LEMAY MOBILE SHREDDING	CONTAINER SHREDDING - CITY HALL	\$ 65.60	finance
307066	7/1/2022	102958801-0009582	WAVE	DEDICATED INTERNET ACCESS 7/1-7/31/22	\$ 1,469.82	fiber
307521	7/5/2022	01452DA22267849	OVERDRIVE, INC.	EBOOK	\$ 27.50	libcc
306906	7/6/2022	91309	STOW-IT	20' CONTAINER RENTAL	\$ 217.60	wdist
307372	7/6/2022	USS-70053	UNITED SITE SERVICES, INC	REC PROGRAMS PORTABLE RESTROOMS	\$ 633.08	pkreccc
307071	7/7/2022	6560031972	ARAMARK	APD NYLON MATS CLEANED	\$ 16.33	apd
307040	7/7/2022	6560032039	ARAMARK	OPS & PARKS LAUNDRY SERVICE	\$ 68.31	dshop
307041	7/7/2022	6560032040	ARAMARK	OPS: MAT CLEANING	\$ 77.12	dshop
307248	7/7/2022	049503	LOU'S GLOVES, INC	SAFETY SUPPLIES	\$ 1,347.00	wwtpcc
307257	7/8/2022	109656513	BUELL RECREATION, LLC	PARKS MAINTENANCE SUPPLIES	\$ 107.71	parksc1
307070	7/8/2022	114-13222159	UNITED SITE SERVICES, INC	RESTROOM, CAMPBELL LAKE RD	\$ 22.98	wdist

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
307265	7/10/2022	4421 9874 1052 3820	WALMART	REC PROGRAM SUPPLIES	\$ 15.25	pkreccc
307243	7/11/2022	J31579/1	ACE HARDWARE	CAR WASH BRUSHES	\$ 73.94	afdcc
307252	7/11/2022	J32047/1	ACE HARDWARE	MAINTENANCE SUPPLIES	\$ 34.22	wwtpcc
307254	7/11/2022	111-0472210-3989043	AMAZON.COM SERVICES, INC	CHILDREN'S BOOKS	\$ 17.41	libcc
307249	7/11/2022	113-9625996-9010653	AMAZON.COM SERVICES, INC	NEW TV AND FILM	\$ 48.94	libcc
307264	7/11/2022	114-7253911-5629828	AMAZON.COM SERVICES, INC	REPLACEMENT KEYBOARD CAPTAINS' COMPUTER	\$ 113.33	afdcc
307320	7/11/2022	6560033330	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 69.98	wwtpcc
307305	7/11/2022	940964	BAYSHORE OFFICE PRODUCTS INC	BAYSHORE OFFICE PRODUCTS	\$ 12.02	attorneycc
307247	7/11/2022	662 203 44 703	COSTCO WHOLESALE CORPORATION	HEADLAMPS	\$ 70.54	wtpcc
307256	7/11/2022	41600444195	LES SCHWAB TIRE CENTERS	PARKS MAINTENANCE	\$ 58.74	parksccl
307246	7/11/2022	26575500	LOWE'S BUSINESS ACCOUNT/GEMB	COUPLING	\$ 7.67	wtpcc
307245	7/11/2022	27563249	LOWE'S BUSINESS ACCOUNT/GEMB	EARMUFFS	\$ 30.99	wtpcc
307263	7/11/2022	015981	MY TAILOR	NAMETAG (BAKER)	\$ 5.00	afdcc
307322	7/11/2022	593 53 78 8853	SAFEWAY INC	REC PROGRAM SUPPLIES	\$ 28.00	pkreccc
307259	7/11/2022	A32892	SEBO'S DO-IT CENTER	WA PARK MAINTENANCE SUPPLIES	\$ 3.09	parksccl
307244	7/11/2022	A32926	SEBO'S DO-IT CENTER	WATER COOLER	\$ 72.49	wdistcc
307260	7/11/2022	A32985	SEBO'S DO-IT CENTER	WA PARK MAINTENANCE SUPPLIES	\$ 33.75	parksccl
307241	7/11/2022	A33008	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 36.98	parksccl
307255	7/11/2022	A33026	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 0.99	parksccl
307261	7/11/2022	A33050	SEBO'S DO-IT CENTER	WA PARK MAINTENANCE SUPPLIES	\$ 1.90	parksccl
307258	7/11/2022	A33142	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 60.92	parksccl
307242	7/11/2022	A33169	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 37.26	pwfacccl
307262	7/11/2022	A33208	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES	\$ 17.29	wwtpcc
307306	7/11/2022	653832	SHELL	REC EVENT FUEL	\$ 26.08	pkreccc
307303	7/11/2022	9632	SHELL	DRINK CUPS	\$ 5.43	wdistcc
307317	7/11/2022	278951	SKAGIT REGIONAL HEALTH	ERIC PEDEN DOT PHYSICAL	\$ 92.00	shopcc
307061	7/11/2022	228105694	SURETY PEST CONTROL	WA PARK PEST CONTROL	\$ 90.30	parksl

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
307253	7/11/2022	VP_07PZJL51	VISTAPRINT	BUSINESS CARDS; OFC DANIEL AND SGT CLIFFORD	\$ 44.93	apdcc
307313	7/11/2022	291000003-001-0001	WASHINGTON DEPARTMENT OF	RENEW BUSINESS LICENSE FEE	\$ 1.25	financecc
307312	7/11/2022	291000003-001-0001	WASHINGTON DEPARTMENT OF	RENEW CITY BUSINESS LICENSE	\$ 50.00	financecc
307321	7/12/2022	J32767/1	ACE HARDWARE	COUPLINGS	\$ 46.95	wtpcc
307319	7/12/2022	111-3248545-8784224	AMAZON.COM SERVICES, INC	LUNCHROOM SUPPLIES	\$ 38.98	wwtpcc
307314	7/12/2022	113-6339955-3262669	AMAZON.COM SERVICES, INC	FUEL TANK #2935	\$ 28.06	shopcc
307373	7/12/2022	940963	BAYSHORE OFFICE PRODUCTS INC	CHAIR-LEGAL	\$ 613.29	pwfacc
307378	7/12/2022	941056	BAYSHORE OFFICE PRODUCTS INC	SENIOR CENTER OFFICE SUPPLIES	\$ 28.73	pkrecc
307382	7/12/2022	2052282	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 437.98	libcc
307318	7/12/2022	830488	FRONTIER BUILDING SUPPLY	WA PARK MAINTENANCE SUPPLIES	\$ 141.64	parksccl
307369	7/12/2022	8561 52 26626	HOME DEPOT	POLES FOR SAMPLING	\$ 112.88	wtpcc
309076	7/12/2022	0991725	HONEY BUCKET	PARKS PORTABLE RESTROOM (7/12/22-8/8/22)	\$ 326.00	parksccl
307316	7/12/2022	U2216031812	ICONIX WATERWORKS INC	WATERLINE / PARTS	\$ 1,014.11	pwfacc
307384	7/12/2022	268008	NAPA	8" WIRE BRUSH	\$ 17.40	shopcc
307309	7/12/2022	W2096662	NORTHWEST RIVER SUPPLIES	2 PFD	\$ 500.37	afdcc
307368	7/12/2022	3241134	NURNBERG SCIENTIFIC	LAB SUPPLIES	\$ 78.45	wwtpcc
307315	7/12/2022	01452C022272618	OVERDRIVE, INC.	EBOOKS AND AUDIO BOOKS	\$ 1,616.80	libcc
307307	7/12/2022	A33486	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 30.91	pwfacc
307311	7/12/2022	A33889	SEBO'S DO-IT CENTER	SHOCK TREATMENT	\$ 11.92	shopcc
307310	7/12/2022	A34129	SEBO'S DO-IT CENTER	VEHICLE BRUSHES	\$ 32.63	afdcc
307308	7/12/2022	7870-7	SHERWIN WILLIAMS	STREET PAINT SUPPLIES	\$ 239.36	shopcc
307376	7/12/2022	I-31829	SIGNS BY TOMORROW - TACOMA	PARKS SIGNAGE	\$ 91.02	parksccl
307332	7/12/2022	220040152	SURETY PEST CONTROL	OPS PEST CONTROL	\$ 84.86	dshop
307266	7/12/2022	228105355	SURETY PEST CONTROL	PEST CONTROL SERVICE @ CITY HALL	\$ 58.75	pwfacc
307386	7/12/2022	143080	UNITED HOSPITAL SUPPLY CORP.	MAINTENANCE SUPPLIES	\$ 918.00	wwtpcc
307375	7/13/2022	J33376/1	ACE HARDWARE	SUPPLIES TO CONNECT FIBER TO PUMP STATION 8	\$ 60.26	pwfacc
307374	7/13/2022	111-2428860-7303401	AMAZON.COM SERVICES, INC	WORK BOOTS	\$ 55.48	shopcc
307537	7/13/2022	111-9682687-7269043	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$ 24.02	libcc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
307381	7/13/2022	113-0543409-2298667	AMAZON.COM SERVICES, INC	PATRON REQUESTS AND HOLDS	\$ 27.19	libcc
307367	7/13/2022	114-0121528-8750670	AMAZON.COM SERVICES, INC	RAID CONTROLLER CARD TO FIX NAS SERVER	\$ 132.33	infosyscc
307557	7/13/2022	6560034720	ARAMARK	STA 3 MAT/MOP SERVICE: 7/13	\$ 16.32	medic
307387	7/13/2022	24 582 19 999999582	FRED MEYER	REC PROGRAM SUPPLIES	\$ 65.58	pkreccc
307388	7/13/2022	24 582 20 999999582	FRED MEYER	REC PROGRAM SUPPLIES	\$ 29.24	pkreccc
307379	7/13/2022	831196	FRONTIER BUILDING SUPPLY	JET SET CONCRETE MIX	\$ 152.11	shopcc
307419	7/13/2022	6556787117	GRAINGER	SAFETY SUPPLIES	\$ 178.20	wwtpcc
307413	7/13/2022	3241177	NURNBERG SCIENTIFIC	LAB SUPPLIES	\$ 387.11	wwtpcc
307415	7/13/2022	24254876	PURCELL TIRE AND SERVICE CENTE	TIRES VEH 514, 706, 195	\$ 768.30	shopcc
307418	7/13/2022	593 5 32 9026	SAFEWAY INC	LAB SUPPLIES	\$ 29.90	wwtpcc
307431	7/13/2022	593 53 20 8853	SAFEWAY INC	REC PROGRAM SUPPLIES	\$ 24.34	pkreccc
307380	7/13/2022	A34297	SEBO'S DO-IT CENTER	SAWZALL BLADES FOR EXTRICATION	\$ 26.10	afdcc
307385	7/13/2022	A34519	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 0.95	parksccl
307383	7/13/2022	A34574	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 17.45	parksccl
307370	7/13/2022	000200009742	THE UPS STORE	PARTS SHIPPING #033	\$ 24.21	shopcc
309430	7/14/2022	99999	ALMAC TOWING INC	3 VEHICLES FOR EXTRICATION	\$ 488.70	medic
307420	7/14/2022	J34125/1	ACE HARDWARE	FACILITY USE ITEMS	\$ 21.35	pwfacc
307518	7/14/2022	300-10102828	ALL BATTERY SALES & SERVICE	20/10 ALLSEASON MIXED	\$ 136.98	shopcc
307414	7/14/2022	111-7587043-4267441	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES	\$ 87.59	wwtpcc
307423	7/14/2022	111-8798618-3625812	AMAZON.COM SERVICES, INC	GATE REMOTE	\$ 30.41	wtpcc
307417	7/14/2022	113-8408442-4485052	AMAZON.COM SERVICES, INC	DVD FILM & TV	\$ 39.08	libcc
307559	7/14/2022	6560035596	ARAMARK	STA 2 MAT/MOP SERVICE: 7/14	\$ 16.31	medic
307558	7/14/2022	6560035599	ARAMARK	STA 1 MAT/MOP SERVICE: 7/14	\$ 22.63	medic
307552	7/14/2022	6560035645	ARAMARK	APD NYLON MATS CLEANED	\$ 16.33	apd
307439	7/14/2022	6560035689	ARAMARK	OPS & PARKS LAUNDRY SERVICE	\$ 68.31	dshop
307531	7/14/2022	2392280	AV DEALS - PAYPAL	MISC PARTS- #850	\$ 831.70	shopcc
307540	7/14/2022	941416	BAYSHORE OFFICE PRODUCTS INC	ENVELOPES & TAPE	\$ 47.77	pwfacc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
307572	7/14/2022	WAANA142963	FASTENAL COMPANY	SAFETY GLASSES, WORK GLOVES	\$ 89.29	medic
307429	7/14/2022	831885	FRONTIER BUILDING SUPPLY	PARKS MAINTENANCE SUPPLIES	\$ 16.52	parksccl
307539	7/14/2022	F60026	HARDWARE SALES	PARKS MAINTENANCE SUPPLIES	\$ 162.10	parksccl
307545	7/14/2022	8561 51 52665	HOME DEPOT	K9 T-BONE MATERIAL FOR HOUSING	\$ 108.60	apdcc
307430	7/14/2022	3060	MERET USA	OXYGEN & AIRWAY KITS, CONSOLIDATION PACKS	\$ 5,553.18	afdcc
307421	7/14/2022	A34820	SEBO'S DO-IT CENTER	DEPOT USE ITEMS	\$ 9.36	pwfacc
307428	7/14/2022	A35056	SEBO'S DO-IT CENTER	ITEMS FOR DEPOT	\$ 20.45	financecc
307422	7/14/2022	A35091	SEBO'S DO-IT CENTER	DEPOT USE ITEMS	\$ 17.26	pwfacc
307476	7/14/2022	228106061	SURETY PEST CONTROL	PEST CONTROL FOR CEMETERY	\$ 57.66	parks1
307525	7/14/2022	326	WEST MARINE PRODUCTS, INC	MULTI HOSE, PAINT SUPPLY	\$ 67.80	shopcc
307425	7/14/2022	INV157408103	ZOOM VIDEO COMMUNICATIONS INC.	LIBRARY 7/14-8/13/22	\$ 16.30	libcc
307516	7/15/2022	X50432/1	ACE HARDWARE	SMALL TOOLS	\$ 1,354.28	wdistcc
307527	7/15/2022	111-4899191-2817841	AMAZON.COM SERVICES, INC	IPAD CASE	\$ 70.47	wtppcc
307523	7/15/2022	113-8408442-4485052	AMAZON.COM SERVICES, INC	DVD FILM & TV	\$ 14.10	libcc
307541	7/15/2022	941549	BAYSHORE OFFICE PRODUCTS INC	PARKS OFFICE SUPPLIES	\$ 9.08	parksccl
307528	7/15/2022	941568	BAYSHORE OFFICE PRODUCTS INC	CHAIR	\$ 334.94	wtppcc
307533	7/15/2022	662434	BLADE CHEVROLET, INC	HOSE #016	\$ 174.85	shopcc
307427	7/15/2022	10599335620	DELL MARKETING LP	BATTERY CHARGER FOR RUGGED TABLET WTP	\$ 232.39	infosyscc
307514	7/15/2022	3986-192695	O'REILLY AUTO PARTS	WASH BRUSH & AIR FRESHENERS	\$ 34.03	shopcc
307520	7/15/2022	01452DA22177589	OVERDRIVE, INC.	EBOOK	\$ 27.50	libcc
307517	7/15/2022	593 8 160 7582	SAFEWAY INC	WATER FOR REHAB	\$ 58.62	afdcc
307519	7/15/2022	A35272	SEBO'S DO-IT CENTER	PICCO SUPER CHAIN	\$ 26.10	shopcc
307515	7/15/2022	A35273	SEBO'S DO-IT CENTER	PAINT SUPPLIES	\$ 17.88	shopcc
307542	7/15/2022	A35511	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 11.72	parksccl
307524	7/15/2022	A35729	SEBO'S DO-IT CENTER	FLAP DISCS, TAPE, ENGINE ENAMEL, TIRE FOAM	\$ 60.44	afdcc
307426	7/15/2022	151376289	ULINE, INC.	STEEL DRUMS- #850	\$ 400.19	shopcc
307534	7/16/2022	113-7660262-3749067	AMAZON.COM SERVICES, INC	CLEANING TOOLS	\$ 19.55	shopcc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
307535	7/16/2022	113-7956811-7992245	AMAZON.COM SERVICES, INC	WASH BRUSH VEH #189	\$ 17.35	shopcc
307544	7/16/2022	4624	BOULDER BIBS	REC EVENT SUPPLIES	\$ 201.41	pkreccc
307536	7/16/2022	10599392710	DELL MARKETING LP	BATTERYCHARGER FOR RUGGED TABLET WTP	\$ 282.34	infosyscc
307530	7/16/2022	010326721804	L L BEAN	OUTREACH BAGS ARPA	\$ 504.78	libcc
307628	7/16/2022	329784	LEFEVER BULB CO INC	PLANT MAINTENANCE	\$ 270.12	wwtpcc
307529	7/16/2022	VP_CKHSJ73	VISTAPRINT	BUSINESS CARDS; OFC FABER	\$ 28.28	apdcc
307543	7/17/2022	113-7609587-1793050	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 184.04	wwtpcc
307526	7/17/2022	A36646	SEBO'S DO-IT CENTER	OPERATING SUPPLIES	\$ 49.96	wwtpcc
307631	7/18/2022	J36456/1	ACE HARDWARE	PARKS MAINTENANCE SUPPLIES	\$ 27.56	parksccl
307538	7/18/2022	111-3374096-0108260	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$ 16.92	libcc
307627	7/18/2022	113-9233113-5754658	AMAZON.COM SERVICES, INC	REQUESTS/REPLACEMENT DVDS	\$ 21.75	libcc
307630	7/18/2022	114-9556450-3630669	AMAZON.COM SERVICES, INC	REHAB SUPPLIES	\$ 155.80	afdcc
307700	7/18/2022	941686	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 70.14	pwfacc
307447	7/18/2022	22-23445	EDGE ANALYTICAL, INC	COLIFORMS TEST AT 5TH & O AVE	\$ 22.00	wdist
307629	7/18/2022	ANA01	EDGE ANALYTICAL, INC	WATER ANALYSIS - 7 INVOICES	\$ 555.00	wtpcc
307681	7/18/2022	21219617	GALLS, LLC.	STATION/WILDLAND BOOTS (KANE)	\$ 406.27	afdcc
307546	7/18/2022	K9130315124	K9 BALLISTICS	K9 T-BONE BEDDING	\$ 193.29	apdcc
307625	7/18/2022	E0600JE415	MICROSOFT CORPORATION	AZURE DISASTER AND RECOVERY 6/2-7/1/22	\$ 861.05	infosyscc
307680	7/18/2022	593 7 6 4291	SAFEWAY INC	PAINT SPRAYER SUPPLIES	\$ 9.98	shopcc
307626	7/18/2022	A36861	SEBO'S DO-IT CENTER	FASTENERS	\$ 7.04	shopcc
307632	7/18/2022	A36931	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 3.39	parksccl
307624	7/18/2022	A36970	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES	\$ 18.49	museumcc
307635	7/18/2022	A37091	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 5.96	parksccl
307692	7/18/2022	164544	SKAGIT SOILS, INC.	MULCH FOR CITY HALL BEDS	\$ 215.64	parksccl
307691	7/18/2022	164568	SKAGIT SOILS, INC.	MULCH FOR CITY HALL BEDS	\$ 215.64	parksccl
307683	7/18/2022	220041567	SURETY PEST CONTROL	PEST CONTROL 2102 PENN AVE, ROCKRIDGE BOOSTER AC 34803359	\$ 47.87	wtpcc
307633	7/18/2022	135527	THE HOSE SHOP, INC	SUCTION HOSE, EMERGENCY SPILL KIT- #90009	\$ 266.59	shopcc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
307634	7/18/2022	135528	THE HOSE SHOP, INC	CLAMP #90009	\$ 16.07	shopcc
309489	7/19/2022	221744	BLYTHE MECHANICAL, INC	HVAC REPAIR @ WTP	\$ 3,577.12	pwfac
307696	7/19/2022	J37106/1	ACE HARDWARE	PARKS MAINTENANCE SUPPLIES	\$ 22.51	parksccl
307690	7/19/2022	J37202/1	ACE HARDWARE	PARKS GENERAL MAINTENANCE	\$ 1.40	parksccl
307687	7/19/2022	J37228/1	ACE HARDWARE	FASTENERS	\$ 12.62	infosyscc
307676	7/19/2022	J37458/1	ACE HARDWARE	PARKS MAINTENANCE SUPPLIES	\$ 48.10	parksccl
307678	7/19/2022	J37497/1	ACE HARDWARE	OPERATIONS SUPPLIES	\$ 7.82	wwtpcc
307689	7/19/2022	114-4112928-2646601	AMAZON.COM SERVICES, INC	IMPACT SOCKET SET- WATER DEPT	\$ 54.39	pwfacc
307699	7/19/2022	6560036975	ARAMARK	LAUNDRY SERVICE	\$ 69.98	wwtpcc
307733	7/19/2022	941877	BAYSHORE OFFICE PRODUCTS INC	CHAIR	\$ 427.17	pwfacc
307698	7/19/2022	6077	CLAMDIGGER	RECREATIONAL FIRE PERMIT REPRINT	\$ 184.96	afdcc
307608	7/19/2022	22-23637	EDGE ANALYTICAL, INC	WATER SAMPLE WESTERN & PUGET WAY	\$ 22.66	wdist
307684	7/19/2022	200072025	FBI-LEEDA INC	TRAINING REG; CSO LINDQUIST - FBI-LEEDA	\$ 795.00	apdcc
307730	7/19/2022	13148187	HACH COMPANY	LAB SUPPLIES	\$ 22.28	wwtpcc
307677	7/19/2022	36320110	LIFELINE	LIFELINE SERVICES, LEOFF1 RETIREE	\$ 38.08	hrcc1
307682	7/19/2022	2020	MARC GROUP CORP	ADVERTISING	\$ 755.00	fibercc
307695	7/19/2022	00107119	OWEN EQUIPMENT COMPANY	GUIDE ROLLER KIT, SCROLL SHAFT- #610	\$ 2,572.13	shopcc
307697	7/19/2022	A37473	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 14.04	parksccl
307693	7/19/2022	A37595	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 8.69	parksccl
307686	7/19/2022	A37713	SEBO'S DO-IT CENTER	FASTENERS	\$ 4.48	wdistcc
307804	7/19/2022	225803809	SURETY PEST CONTROL	WWTP PEST CONTROL	\$ 174.08	dwwtp
307923	7/19/2022	225862694	SURETY PEST CONTROL	PEST CONTROL MARITIME HERITAGE CENTER	\$ 59.84	museum
307679	7/19/2022	220851	T-SHIRTS BY DESIGN	UNIFORMS	\$ 253.50	pwfacc
307694	7/19/2022	135553	THE HOSE SHOP, INC	1" PVC SUCTION HOSE- #90009	\$ 115.82	shopcc
307688	7/19/2022	12207196773a010369	THE UPS STORE	SHIPPING FEES- BACKFLOW GAUGES	\$ 31.08	pwfacc
307748	7/19/2022	302200792952853	WALMART	REC PROGRAM SUPPLIES	\$ 73.39	pkrecc
309423	7/20/2022	INV17480	SEAWESTERN, INC.	4 HELMETS	\$ 1,867.44	medic
307726	7/20/2022	J37895/1	ACE HARDWARE	FACILITY USE ITEMS	\$ 24.45	pwfacc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
307740	7/20/2022	111-1654831-6652260	AMAZON.COM SERVICES, INC	LAPTOP BATTERY REPLACEMENT FOR DELL LATITUDE	\$ 99.90	infosyscc
307725	7/20/2022	113-8549276-4644252	AMAZON.COM SERVICES, INC	BATTERIES	\$ 68.89	financecc
307734	7/20/2022	114-1735370-4982616	AMAZON.COM SERVICES, INC	BATTERIES	\$ 130.48	pwfacc
307729	7/20/2022	114-8068710-1355443	AMAZON.COM SERVICES, INC	MOLEX TO SATA ADAPTERS/CORDLESS DRILL	\$ 282.48	infosyscc
307776	7/20/2022	942002	BAYSHORE OFFICE PRODUCTS INC	FACILITY USE ITEMS	\$ 6.59	pwfacc
307743	7/20/2022	256880-5	BIRCH EQUIPMENT CO., INC	COMPACTOR ROLLER RENTAL-STREET DEPT	\$ 366.07	shopcc
307727	7/20/2022	0188-1012054	CONSOLIDATED ELECTRICAL	FACILITY USE ITEMS	\$ 37.68	pwfacc
308225	7/20/2022	WAANA143064	FASTENAL COMPANY	NUTRIENT REDUCTION IMPROVEMENT	\$ 66.90	dwwtp
307744	7/20/2022	835359	FRONTIER BUILDING SUPPLY	MEMORIAL BENCH SUPPLIES	\$ 206.87	parksc1
307735	7/20/2022	344891	HARBOR FREIGHT TOOLS	GENERATOR- #9912	\$ 979.19	shopcc
307747	7/20/2022	16351733	LOWE'S BUSINESS ACCOUNT/GEMB	REFRIGERATOR FILTER	\$ 65.27	wtpcc
307728	7/20/2022	27473435	POSITIVE PROMOTIONS	PROMOTIONAL MATERIALS FOR APD EVENTS	\$ 912.22	apdcc
307787	7/20/2022	24255000	PURCELL TIRE AND SERVICE CENTE	TUBE, DISMOUNT & MOUNT- #404	\$ 87.18	shopcc
307789	7/20/2022	593 50 11 4189	SAFEWAY INC	PAINT MACHINE SUPPLIES	\$ 16.06	shopcc
307802	7/20/2022	593 53 247 8853	SAFEWAY INC	REC PROGRAM SUPPLIES	\$ 17.76	pkrecc
307745	7/20/2022	A38002	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 21.30	parksc1
307742	7/20/2022	A38076	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 3.19	parksc1
307739	7/20/2022	A38257	SEBO'S DO-IT CENTER	PUMP STATION MAINTENANCE - FERRY TERMINAL	\$ 62.64	wwtpcc
307746	7/20/2022	A38311	SEBO'S DO-IT CENTER	MEMORIAL BENCH SUPPLIES	\$ 20.25	parksc1
307797	7/20/2022	324240	SKAGIT REGIONAL HEALTH	EMPLOYEE CDL EXAM	\$ 92.00	parksc1
307731	7/20/2022	R576335285	STICKER MULE	STICKERS FOR LIBRARY EVENTS ARPA	\$ 184.50	libcc
307809	7/20/2022	228103732	SURETY PEST CONTROL	PEST CONTROL AFD	\$ 75.07	medic
307741	7/20/2022	E/4974266	SWINOMISH CHEVRON	FUEL #90011 PARKS EQUIPMENT	\$ 88.67	parksc1
307732	7/20/2022	RCK9J99HNB	WASHINGTON FINANCE OFFICERS	WFOA CONFERENCE ACCOMMODATION	\$ 153.37	financecc
307737	7/20/2022	1850780	WOOD'S LOGGING SUPPLY	CUSTOM BOX- #1001	\$ 2,368.17	shopcc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
307736	7/20/2022	1850782	WOOD'S LOGGING SUPPLY	CARBURETORS & GASKETS- #11960 & #11963	\$ 179.78	shopcc
307738	7/20/2022	1850786	WOOD'S LOGGING SUPPLY	BINDER RATCHET, CHAIN TOW- STREET DEPT	\$ 860.38	shopcc
307914	7/21/2022	6560039069	ARAMARK	APD NYLON MATS CLEANED	\$ 16.33	apd
307811	7/21/2022	6560039126	ARAMARK	OPS & PARKS LAUNDRY SERVICE	\$ 68.31	dshop
307810	7/21/2022	6560039133	ARAMARK	OPS: MAT CLEANING	\$ 77.12	dshop
307888	7/21/2022	942135	BAYSHORE OFFICE PRODUCTS INC	PARKS MAINTENANCE SUPPLIES	\$ 2.94	parksccl
307894	7/21/2022	942163	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 27.06	museumcc
307889	7/21/2022	BBY01-5880	BEST BUY STORES, L.P.	PUB DEF OFC SUPPLIES	\$ 65.27	courtcc
307792	7/21/2022	251658C-2	BIRCH EQUIPMENT CO., INC	GENERATOR RENTAL- WTP	\$ 7,194.18	shopcc
307799	7/21/2022	256880-5	BIRCH EQUIPMENT CO., INC	DIESEL FOR ROLLER RENTAL- STREET DEPT	\$ 32.90	shopcc
307777	7/21/2022	24-08900-56091	EBAY	RAID CONTROLLERS FOR NAS BACKUP SERVERS	\$ 228.18	infosyscc
307782	7/21/2022	25-08886-07191	EBAY	LAB SUPPLIES	\$ 239.49	wwtpcc
307791	7/21/2022	200072024	FBI-LEEDA INC	TRAINING REG; SGT CLIFFORD - FBI-LEEDA	\$ 795.00	apdcc
307793	7/21/2022	007M7283	HARRINGTON INDUSTRIAL	4 FLANGES (CHARGES SPLIT WITH THIS DOC AND DOC 307794)	\$ 83.54	wtpcc
307794	7/21/2022	007M7283	HARRINGTON INDUSTRIAL	4 FLANGES	\$ 16.87	wtpcc
307875	7/21/2022	3241415	NURNBERG SCIENTIFIC	LAB SUPPLIES	\$ 341.64	wwtpcc
307876	7/21/2022	3241416	NURNBERG SCIENTIFIC	LAB SUPPLIES	\$ 65.72	wwtpcc
307877	7/21/2022	3241417	NURNBERG SCIENTIFIC	LAB SUPPLIES	\$ 635.34	wwtpcc
307800	7/21/2022	A38503	SEBO'S DO-IT CENTER	MEMORIAL BENCH SUPPLIES	\$ 68.41	parksccl
307788	7/21/2022	A38523	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 22.38	pwfacc
307790	7/21/2022	A38545	SEBO'S DO-IT CENTER	SS CLAMP- WATER DEPT	\$ 19.55	wdistcc
307795	7/21/2022	A38552	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 4.90	parksccl
307798	7/21/2022	A38709	SEBO'S DO-IT CENTER	WA PARKS MAINTENANCE SUPPLIES	\$ 26.08	parksccl
307801	7/21/2022	A38819	SEBO'S DO-IT CENTER	FASTENERS	\$ 6.18	shopcc
307796	7/21/2022	220893	T-SHIRTS BY DESIGN	SAFETY VESTS- WATER DEPT	\$ 208.90	pwfacc
309208	7/22/2022	220901	T-SHIRTS BY DESIGN	REC PROGRAM SUPPLIES	\$ 824.16	pkrec
307784	7/22/2022	111-5573723-5891447	AMAZON.COM SERVICES, INC	LAB SUPPLIES	\$ 114.68	wwtpcc
307786	7/22/2022	111-6188758-8529863	AMAZON.COM SERVICES, INC	LAB SUPPLIES	\$ 405.29	wwtpcc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
307879	7/22/2022	111-7541084-1402641	AMAZON.COM SERVICES, INC	LAB SUPPLIES	\$ 235.96	wwtpcc
307785	7/22/2022	111-9845685-7897039	AMAZON.COM SERVICES, INC	LAB AND OPERATING SUPPLIES	\$ 251.32	wwtpcc
307778	7/22/2022	114-3736308-1700248	AMAZON.COM SERVICES, INC	WEBCAMS, VELCRO CABLE TIES, CRIMPING TOOL AND CONNECTORS.	\$ 268.62	infosyscc
307886	7/22/2022	WAANA143130	FASTENAL COMPANY	SHOVELS- WATER DEPT	\$ 55.85	wdistcc
307868	7/22/2022	CR875170	FERGUSON ENTERPRISES, INC	FACILITY USE ITEMS	\$ 233.87	pwfacc
307878	7/22/2022	3241449	NURNBERG SCIENTIFIC	LAB SUPPLIES	\$ 519.87	wwtpcc
307883	7/22/2022	127155	PELICAN BAY BOOKS	ADULT BOOK	\$ 10.88	libcc
307869	7/22/2022	A39008	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 17.05	pwfacc
307887	7/22/2022	A39038	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 9.16	parksc1
307891	7/22/2022	A39272	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 5.32	parksc1
307882	7/22/2022	VP-101-340071	SNAP-ON INDUSTRIAL	NAVISTAR ENGINE DIAGNOSTICS SOFTWARE- #610	\$ 705.02	shopcc
307917	7/22/2022	220039708	SURETY PEST CONTROL	LIBRARY PEST CONTROL	\$ 85.95	publib
307906	7/22/2022	225808903	SURETY PEST CONTROL	STA 2: JULY SERVICE	\$ 87.04	medic
307872	7/22/2022	135697	THE HOSE SHOP, INC	PARTS FOR OIL DRAIN AT INTAKE	\$ 124.56	wtppcc
307884	7/22/2022	0010009282	THE UPS STORE	REC DEPT SHIPPING	\$ 69.02	pkrecc
307885	7/22/2022	1398954	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE 3 INV 2909_4065_5204	\$ 381.54	wtppcc
307880	7/22/2022	052821	USA BLUE BOOK	LAB SUPPLIES	\$ 595.85	wwtpcc
307890	7/22/2022	186360	WASHINGTON SECRETARY OF STATE	PUB DEF RECORDS REQ	\$ 14.00	courtcc
307893	7/22/2022	12755654	WILBUR-ELLIS COMPANY, LLC	BLUE DYE	\$ 37.13	wtppcc
307873	7/23/2022	J40041/1	ACE HARDWARE	FASTENERS FOR PUMP 3 WATER LINE FIX	\$ 9.66	wtppcc
307881	7/23/2022	111-6856310-0214648	AMAZON.COM SERVICES, INC	LAB SUPPLIES/EQUIPMENT	\$ 137.05	wwtpcc
307892	7/23/2022	3986-194155	O'REILLY AUTO PARTS	PARKS MAINTENANCE SUPPLIES	\$ 7.06	parksc1
307871	7/23/2022	142317	PORT OF ANACORTES	BOAT FUEL	\$ 49.28	afdcc
307870	7/24/2022	112-4594256-6901805	AMAZON.COM SERVICES, INC	SAFETY VESTS- STREET DEPT	\$ 20.65	shopcc
307874	7/24/2022	142464	PORT OF ANACORTES	NON-ETHANOL FUEL FOR SMALL EQUIPMENT	\$ 12.47	afdcc
307960	7/25/2022	J41306/1	ACE HARDWARE	PARKS MAINTENANCE SUPPLIES	\$ 16.15	parksc1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
307962	7/25/2022	113-8408442-4485052	AMAZON.COM SERVICES, INC	DVDS- FILM & TV	\$ 21.72	libcc
307961	7/25/2022	114-6570573-2755412	AMAZON.COM SERVICES, INC	DVD REQUESTS TV AND FILM	\$ 19.54	libcc
307965	7/25/2022	6108	ANACORTES PRINTING	PRINTING; E CARDS AND BOOK- RELEASE FORMS	\$ 472.85	apdcc
307967	7/25/2022	87124	BACKFLOW PREVENTION SUPPLY INC	BACKFLOW TEST KIT CALIBRATION	\$ 94.90	pwfacc
308023	7/25/2022	942550	BAYSHORE OFFICE PRODUCTS INC	CHAIR-LEGAL	\$ 248.06	pwfacc
308036	7/25/2022	942569	BAYSHORE OFFICE PRODUCTS INC	SCANNED PLANT AND PUMP STATIONS DRAWINGS	\$ 143.56	wwtpcc
307966	7/25/2022	257071-5	BIRCH EQUIPMENT CO., INC	COMPACTOR ROLLER RENTAL- FIDALGO BAY RD	\$ 732.14	shopcc
307970	7/25/2022	22-22385	EDGE ANALYTICAL, INC	LAB TESTING - WEEKLY	\$ 24.65	wwtpcc
307971	7/25/2022	22-23371	EDGE ANALYTICAL, INC	LAB TESTING - BI-MONTHLY	\$ 198.05	wwtpcc
307969	7/25/2022	A40653	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 25.87	parksccl
307964	7/25/2022	A40991	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 232.39	pwfacc
307968	7/25/2022	12759755	WILBUR-ELLIS COMPANY, LLC	PARKS MAINTENANCE SUPPLIES	\$ 48.33	parksccl
307986	7/26/2022	9809	A-1 MOBILE LOCK AND KEY, INC.	PANIC DOOR BAR REPLACEMENT @ DEPOT	\$ 565.76	pwfacc
308029	7/26/2022	J42036/1	ACE HARDWARE	PARKS MAINTENANCE SUPPLIES	\$ 23.08	parksccl
308032	7/26/2022	J42055/1	ACE HARDWARE	PARKS MAINTENANCE SUPPLIES	\$ 47.96	parksccl
308019	7/26/2022	J42208/1	ACE HARDWARE	OPERATING SUPPLIES	\$ 58.70	wwtpcc
308017	7/26/2022	111-9047387-7049833	AMAZON.COM SERVICES, INC	BINDERS, SHEET PROTECTORS, DIVIDERS, POCKETS	\$ 255.15	afdcc
308022	7/26/2022	113-7738541-4666662	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES; FULL SHEET LABEL FOR EVIDENCE	\$ 13.93	apdcc
308021	7/26/2022	113-9625996-9010653	AMAZON.COM SERVICES, INC	DVDS FILM AND TV	\$ 21.72	libcc
308031	7/26/2022	114-9000067-4265830	AMAZON.COM SERVICES, INC	LEAF BLOWER- WATER DEPT	\$ 168.47	pwfacc
308038	7/26/2022	6560041065	ARAMARK	LAUNDRY SERVICE	\$ 72.80	wwtpcc
308026	7/26/2022	000040	CLEAN AND CLIP	K9 T-BONE GROOMING	\$ 50.00	apdcc
308028	7/26/2022	F31924	COASTAL FARM &	KMERRIMAN BOOT ALLOWANCE	\$ 113.14	plancc
308037	7/26/2022	22-23489	EDGE ANALYTICAL, INC	LAB TESTING - ALKALINITY MONTHLY	\$ 91.80	wwtpcc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
308035	7/26/2022	016671	GERE-A-DELI	LUNCH FOR LATERAL ASSESSORS	\$ 44.56	afdcc
308034	7/26/2022	056925	GERE-A-DELI	LUNCH FOR AC ASSESSORS	\$ 71.44	afdcc
308033	7/26/2022	41600446110	LES SCHWAB TIRE CENTERS	TIRE- #713	\$ 106.53	shopcc
308024	7/26/2022	W1139	MOST DEPENDABLE FOUNTAINS INC	WATER FOUNTAIN REPAIR ITEMS	\$ 89.04	pwfacc
308110	7/26/2022	256118877-001	OFFICE DEPOT, INC.	OFFICE DEPOT	\$ 22.82	execc
308015	7/26/2022	A41179	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 51.11	parksccl
308030	7/26/2022	A41198	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 22.72	parksccl
308018	7/26/2022	A41409	SEBO'S DO-IT CENTER	LAB CLEANING SUPPLIES	\$ 7.59	wwtpcc
308016	7/26/2022	9731-9	SHERWIN WILLIAMS	FACILITY USE ITEMS	\$ 118.74	pwfacc
308027	7/26/2022	135747	THE HOSE SHOP, INC	AIR COMPRESSOR MUFFLER	\$ 6.05	wtpcc
308121	7/26/2022	79 4 64 37542	THE MARKET LLC	LATERAL & AC ASSESSMENTS	\$ 7.61	afdcc
308020	7/26/2022	12207266773B011470	THE UPS STORE	SHIPPING FEES- BROKEN EMITTER #204	\$ 11.97	shopcc
308113	7/27/2022	J42826/1	ACE HARDWARE	TOOLS	\$ 68.51	fibercc
308101	7/27/2022	X50788/1	ACE HARDWARE	FACILITY USE ITEMS	\$ 26.43	pwfacc
308106	7/27/2022	113-1477390-1793811	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES; DESK ORGANIZER	\$ 15.77	apdcc
308107	7/27/2022	114-0495529-4420230	AMAZON.COM SERVICES, INC	GAME CAMERAS FOR DETECTIVES	\$ 190.39	apdcc
308115	7/27/2022	114-8579702-2505809	AMAZON.COM SERVICES, INC	PUSH PULL HANDLES- SHOP	\$ 100.04	shopcc
308118	7/27/2022	114-9630363-9042625	AMAZON.COM SERVICES, INC	WORK LIGHT	\$ 75.07	pwfacc
308191	7/27/2022	6560042580	ARAMARK	STA 3 MAT/MOP SERVICE: 7/27	\$ 16.32	medic
308109	7/27/2022	83257470270	BLUE COW CARWASH	CAR WASH	\$ 13.00	fibercc
308123	7/27/2022	78490	BUBBA SUDZ CAR WASH, INC.	CITIZENS PATROL CAR WASHED	\$ 10.00	wwtpcc
308114	7/27/2022	662 7 218 48	COSTCO WHOLESALE CORPORATION	BATTERIES	\$ 122.63	infosyscc
308195	7/27/2022	WAANA143169	FASTENAL COMPANY	SAFETY GLASSES, FIRE GLOVES, WORK	\$ 339.14	medic
308128	7/27/2022	WAANA143201	FASTENAL COMPANY	FASTENERS	\$ 17.34	dshop
308122	7/27/2022	066673	GERE-A-DELI	ADD'L ASSESSORS LUNCH	\$ 11.28	afdcc
308108	7/27/2022	810283887	GRAINGER	INCINERATOR MAINTENANCE	\$ 773.56	wwtpcc
308165	7/27/2022	8561 52 81704	HOME DEPOT	PARKS MAINTENANCE SUPPLIES	\$ 30.95	parksccl
308168	7/27/2022	24255152	LES SCHWAB TIRE CENTERS	TIRES- #204A	\$ 1,592.24	shopcc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
308103	7/27/2022	E0500JKNQV	MICROSOFT CORPORATION	DEVELOPER SUPPORT 6/16-7/15/22	\$ 29.00	infosyscc
308102	7/27/2022	E0500JKTEN	MICROSOFT CORPORATION	AZURE PAY-AS-YOU GO 6/16-7/15/22	\$ 24.12	infosyscc
308105	7/27/2022	10086	MY LIFT PARTS	BOOM CRADLE- #195	\$ 356.77	shopcc
308104	7/27/2022	3986-194712	O'REILLY AUTO PARTS	AXLE SEAL #195	\$ 56.01	shopcc
308172	7/27/2022	256123251-001	OFFICE DEPOT, INC.	OFFICE DEPOT	\$ 70.79	execc
308171	7/27/2022	256123253-001	OFFICE DEPOT, INC.	OFFICE DEPOT	\$ 29.26	execc
308184	7/27/2022	593 5 57 8085	SAFEWAY INC	PART OF AC ASSESSORS LUNCH	\$ 8.99	afdcc
308187	7/27/2022	593 54 53 8854	SAFEWAY INC	REC EVENT SUPPLIES	\$ 20.04	pkreccc
308167	7/27/2022	593 8 85 4291	SAFEWAY INC	AFD USE ITEMS	\$ 54.35	pwfacc
308100	7/27/2022	A41685	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 6.39	parksccl
308120	7/27/2022	A41821	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 102.22	parksccl
308111	7/27/2022	A41973	SEBO'S DO-IT CENTER	STA 3: TAPE, CLAMPS, NOZZLE, FLY TRAPS	\$ 32.85	afdcc
308112	7/27/2022	A41990	SEBO'S DO-IT CENTER	CAULK GUN & CAULK	\$ 18.04	fibercc
308179	7/27/2022	0000007	THE STORE	REFRESHMENTS ORAL BOARD GUESTS	\$ 23.54	hrcccl
308117	7/27/2022	4695175	VERIZON WIRELESS	HOTSPOT REPLACEMENT	\$ 87.03	libcc
308116	7/27/2022	9910886230	VERIZON WIRELESS	VERIZON HOTSPOTS FOUNDATION 6/11-7/10/22	\$ 254.74	libcc
308183	7/27/2022	367467630	WASHINGTON STATE FERRY (ALL)	FERRY TO CRISIS INTERVENTION CLASS	\$ 16.20	afdcc
308177	7/28/2022	J43349/1	ACE HARDWARE	PARKS MAINTENANCE SUPPLIES	\$ 25.05	parksccl
308173	7/28/2022	J43813/1	ACE HARDWARE	SUMP PUMP	\$ 97.91	wtpcc
308175	7/28/2022	113-5437125-2641055	AMAZON.COM SERVICES, INC	WALL CLOCK- SHOP	\$ 18.49	shopcc
308192	7/28/2022	6560043167	ARAMARK	STA 2 MAT/MOP SERVICE; 7/28	\$ 16.31	medic
308193	7/28/2022	6560043170	ARAMARK	STA 1 MAP/MOP SERVICE: 7/28	\$ 22.63	medic
308139	7/28/2022	6560043198	ARAMARK	APD NYLON MATS CLEANED	\$ 16.33	apd
308216	7/28/2022	6560043241	ARAMARK	OPS & PARKS LAUNDRY SERVICE	\$ 68.31	dshop
308297	7/28/2022	942828	BAYSHORE OFFICE PRODUCTS INC	OFFICE FURNITURE	\$ 798.93	pwfacc
308298	7/28/2022	943048	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 29.01	fibercc
308303	7/28/2022	943079	BAYSHORE OFFICE PRODUCTS INC	BAYSHORE OFFICE SUPPLIES	\$ 26.47	plancc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
308182	7/28/2022	0188-1012212	CONSOLIDATED ELECTRICAL	PARKS MAINTENANCE SUPPLIES	\$ 16.66	parksccl
308166	7/28/2022	RNW-269196	DEPARTMENT OF LICENSING	NOTARY LICENSE REINSTATEMENT	\$ 30.00	financecc
308186	7/28/2022	22-23372	EDGE ANALYTICAL, INC	LAB TESTING EFFLUENT METALS AND TOC QUARTERLY	\$ 232.90	wwtpcc
308185	7/28/2022	22-23491	EDGE ANALYTICAL, INC	LAB TESTING - INFLUENT TESTING MONTHLY	\$ 62.05	wwtpcc
308294	7/28/2022	13164422	HACH COMPANY	OPERATING SUPPLIES- DECHLOR ANALYZER	\$ 265.65	wwtpcc
308180	7/28/2022	126	NATIONAL PELRA	MEMBERSHIP-HR	\$ 93.75	hrcccl
308181	7/28/2022	127	NATIONAL PELRA	WAPELRA 2022 CONFERENCE WYNN	\$ 249.00	hrcccl
308170	7/28/2022	122	NPELRA	NATIONAL PUBLIC EMPLOYER LABOR RELATIONS ASSOC PERLA	\$ 389.00	admsrvcc
308395	7/28/2022	907751	SEATTLE YACHTS- ANACORTES	CITY BOAT PIER REPAIRS	\$ 567.45	plan
308178	7/28/2022	A42233	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 76.07	parksccl
308176	7/28/2022	6510B0244	TRAVELERS CL REMITTANCE CTR	NOTARY BOND-RAINS	\$ 40.00	financecc
308174	7/28/2022	07/28/2022	US BANK	FRAUDULENT CHARGE-REVERSED 8/22	\$ 31.65	wtpcc
308289	7/28/2022	12451	WHATCOM ELECTRIC CO INC	STARTER- #7912	\$ 678.88	pwfacc
309564	7/29/2022	23-WAG994536-1	DEPARTMENT OF ECOLOGY	NUTRIENT PERMIT FY23 JULY 1 2022 THROUGH JUNE 30 2023 FIRST HALF	\$ 2,961.74	dwwtp
308291	7/29/2022	J44388/1	ACE HARDWARE	SUPPLIES- WATER DEPT	\$ 105.71	wdistcc
308169	7/29/2022	113-4897255-5775459	AMAZON.COM SERVICES, INC	TEEN GAMES FOUNDATION	\$ 40.25	libcc
308295	7/29/2022	113-7006074-6721805	AMAZON.COM SERVICES, INC	TEEN GAMES FOUNDATION	\$ 247.18	libcc
308302	7/29/2022	114-3069640-4717029	AMAZON.COM SERVICES, INC	SENIOR CENTER OFFICE SUPPLIES	\$ 14.13	pkreccc
308306	7/29/2022	114-4691496-7065815	AMAZON.COM SERVICES, INC	PIPE WRENCH- WATER DEPT	\$ 179.68	pwfacc
308418	7/29/2022	662520	BLADE CHEVROLET, INC	HOSE- #018	\$ 174.85	pwfacc
308305	7/29/2022	840853	FRONTIER BUILDING SUPPLY	PLYWOOD SHEATHING FOR VEH #108	\$ 150.20	shopcc
308314	7/29/2022	OJ1 1EDA 003 006N	PARTY CITY	REC EVENT SUPPLIES	\$ 17.38	pkreccc
308310	7/29/2022	A42937	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 8.28	parksccl
308290	7/29/2022	A43328	SEBO'S DO-IT CENTER	STA 3 - NOZZLE	\$ 13.05	afdcc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
308309	7/29/2022	892852	SHELL	PARKS MAINTENANCE FUEL	\$ 23.68	parksccl
308312	7/29/2022	1645286	US BANK	ACCOMMODATION FOR CRISIS INTERVENTION CLASS	\$ 258.20	afdcc
308313	7/29/2022	378431380	WASHINGTON STATE FERRY (ALL)	FERRY FROM CRISIS INTERVENTION CLASS	\$ 16.20	afdcc
308311	7/30/2022	J45123/1	ACE HARDWARE	MAINTENANCE SUPPLIES	\$ 58.09	wwtpcc
308304	7/30/2022	10603229131	DELL MARKETING LP	WTP OPERATOR PLANT CONTROL COMPUTER	\$ 1,618.93	infosyscc
308293	7/30/2022	XK6XXXDF3	DELL MARKETING LP	COMPUTER FOR FINANCE	\$ 2,851.71	infosyscc
308317	7/30/2022	2-592165-29	DIAMOND RENTALS, INC.	PORTABLE RESTROOMS FOR CEMETERY	\$ 140.00	parks1
308316	7/30/2022	2-592167-29	DIAMOND RENTALS, INC.	PORTABLE RESTROOMS FOR CEMETERY	\$ 365.00	parks1
308292	7/30/2022	INV00258743	PANTHEON SYSTEMS, INC	WEB HOSTING FEES FOR SAFEANDCLEANWATER.ORG	\$ 38.09	infosyscc
308301	7/30/2022	143213	PORT OF ANACORTES	FUEL FOR MARINE 29	\$ 30.32	afdcc
309447	7/31/2022	22091133	KIMLEY-HORN AND ASSOCIATES, IN	CAMPBELL LAKE WATER MAIN RELOCATION DESIGN & PROJECT MNGMNT - THROUGH JULY 2022	\$ 615.00	dwtp
309789	7/31/2022	072246904	SKAGIT PUBLISHING LLC	ADVERT FOR NATIONAL NIGHT OUT: 2 WEEKS	\$ 1,672.20	apd
308489	7/31/2022	111-2231380-7365047	AMAZON.COM SERVICES, INC	FACILITY USE ITEMS	\$ 72.73	pwfacc
308296	7/31/2022	113-4897255-5775459	AMAZON.COM SERVICES, INC	TEEN GAMES FOUNDATION	\$ 87.85	libcc
308308	7/31/2022	114-4483983-1249023	AMAZON.COM SERVICES, INC	PIPE WRENCH SETS- WATER DEPT	\$ 122.37	pwfacc
308307	7/31/2022	114-7290654-0478633	AMAZON.COM SERVICES, INC	PRESSURE GAUGE- WATER DEPT	\$ 208.00	pwfacc
308300	7/31/2022	F34235	COASTAL FARM &	RAIN GEAR- JOE F	\$ 113.13	wdistcc
308299	7/31/2022	X66928	COASTAL FARM &	WORK BOOTS- JOE F	\$ 139.25	wdistcc
308433	7/31/2022	66011141	INDEED, INC.	JULY JOB POSTING ANNOUNCEMENTS	\$ 522.02	hrcc1
309552	8/1/2022	13799519	PAPE MACHINERY INC.	GRASS DEFLECTOR #711	\$ 21.31	dshop
309631	8/1/2022	0542005-001	UNUM LIFE INS CO OF AMERICA	SEPTEMBER, UNUM LONG TERM CARE INSURANCE	\$ 1,024.90	hr
308427	8/1/2022	113-6661214-0873043	AMAZON.COM SERVICES, INC	PARKS DEPT OFFICE SUPPLIES	\$ 265.97	parksccl
308492	8/1/2022	943424	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 215.70	fibercc
308425	8/1/2022	AN 87107	CENTRAL WELDING SUPPLY CO, INC	CUTOFF WHEELS- WATER DEPT	\$ 91.12	wdistcc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
308426	8/1/2022	841663	FRONTIER BUILDING SUPPLY	CONCRETE MIX- STREET DEPT	\$ 48.86	shopcc
308330	8/1/2022	83395	G12 COMMUNICATIONS	SIP TRUNKS 8/1-8/31/22	\$ 960.97	finance
308420	8/1/2022	A35537880343964201	GOOGLE ANALYTICS	SAFE AND CLEAN WATER.COM	\$ 6.36	infosyscc
308421	8/1/2022	P0KYrpZ2	GOOGLE ANALYTICS	GOOGLE ADVERTISING	\$ 211.56	fibercc
308490	8/1/2022	1946763360	GRAINGER	PALMETTO PACKING FOR RAPID MIXERS	\$ 332.81	wtpcc
308432	8/1/2022	U2216035673	ICONIX WATERWORKS INC	PIPE RESTRAINERS/ RESTRAINT KIT	\$ 1,838.31	pwfacc
308394	8/1/2022	4758908S185	LEMAY MOBILE SHREDDING	SHREDDING; APD AND COURT 7/5	\$ 34.52	apd
308396	8/1/2022	4758909S185	LEMAY MOBILE SHREDDING	CONTAINER SHREDDING - CITY HALL 7/27	\$ 7.40	finance
308435	8/1/2022	28	OLD SALTS	REC PROGRAM SUPPLIES	\$ 15.20	pkreccc
308508	8/1/2022	593 53 15 8853	SAFEWAY INC	REC PROGRAM SUPPLIES	\$ 13.21	pkreccc
308500	8/1/2022	593 54 116 8854	SAFEWAY INC	WA PARK SUPPLIES	\$ 18.92	parksccl
308419	8/1/2022	A44419	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 18.74	pwfacc
308430	8/1/2022	A44482	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 5.73	parksccl
308424	8/1/2022	A44636	SEBO'S DO-IT CENTER	TOOLS	\$ 140.69	fibercc
308431	8/1/2022	A44679	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 24.71	parksccl
308417	8/1/2022	A44680	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 8.52	parksccl
308428	8/1/2022	9954-7	SHERWIN WILLIAMS	PAINT SUPPLIES- STREET DEPT	\$ 17.91	shopcc
308422	8/1/2022	20224	SHIFTNOTE, LLC	LOGBOOK 8/1/22-10/31/22	\$ 113.25	wtpcc
308429	8/1/2022	2000014084	SIRENNET.COM	LIGHTS- #2001	\$ 990.63	shopcc
308650	8/1/2022	2399239-0043-9	WASTE MANAGEMENT	WTP TRASH, RECYCLING PICKUP 7/1/22-7/31/22	\$ 171.05	dwtpp
308495	8/2/2022	J46746/1	ACE HARDWARE	PARKS MAINTENANCE SUPPLIES	\$ 3.22	parksccl
308487	8/2/2022	J46804/1	ACE HARDWARE	GARDEN HOSE	\$ 119.66	pwfacc
308498	8/2/2022	J47085/1	ACE HARDWARE	PARKS MAINTENANCE SUPPLIES	\$ 9.97	parksccl
308484	8/2/2022	112-0711612-1929063	AMAZON.COM SERVICES, INC	CRACK SEALER REPAIR TAPE - STREET DEPT	\$ 239.34	shopcc
308488	8/2/2022	112-4580252-5509859	AMAZON.COM SERVICES, INC	SAFETY SUPPLIES	\$ 116.16	wwtpcc
308502	8/2/2022	113-7049276-1150647	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$ 32.62	hrcccl
308499	8/2/2022	114-3458315-0492233	AMAZON.COM SERVICES, INC	PARKS MAINTENANCE SUPPLIES	\$ 27.83	parksccl

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
308436	8/2/2022	114-9737324-8929006	AMAZON.COM SERVICES, INC	REC EVENT SUPPLIES	\$ 39.16	pkreccc
308493	8/2/2022	257683-5	BIRCH EQUIPMENT CO., INC	ROLLER RENTAL- 5TH & O AVE PAVING	\$ 525.81	wdistcc
308507	8/2/2022	22-23399	EDGE ANALYTICAL, INC	LAB TESTING- MONTHLY NUTRIENTS	\$ 115.60	wwtpcc
308340	8/2/2022	1120155634	FERRELLGAS, LP	PROPANE- #90009	\$ 32.65	dshop
308555	8/2/2022	1120162100	FERRELLGAS, LP	WA PARK	\$ 177.27	parks1
308505	8/2/2022	842217	FRONTIER BUILDING SUPPLY	PARKS MAINTENANCE SUPPLIES	\$ 45.32	parkscc1
308503	8/2/2022	842450	FRONTIER BUILDING SUPPLY	PARKS MAINTENANCE SUPPLIES	\$ 14.47	parkscc1
308423	8/2/2022	148454850	MSC INDUSTRIAL SUPPLY CO.	COMPRESSOR DRAIN VALVE	\$ 529.95	wtpcc
308553	8/2/2022	593 53 12 8853	SAFEWAY INC	REC PROGRAM SUPPLIES	\$ 18.41	pkreccc
308504	8/2/2022	A44930	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 0.29	parkscc1
308506	8/2/2022	A45073	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 17.90	parkscc1
308496	8/2/2022	A45222	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 30.91	parkscc1
308434	8/2/2022	08/01/2022	THE WALL STREET JOURNAL	WSJ DIGITAL SUBSCRIPTION- FINANCE	\$ 4.00	financecc
308609	8/2/2022	1925	THRIFTY CLEANERS	JULY LAUNDRY	\$ 160.69	afdcc
308491	8/2/2022	114-13253366	UNITED SITE SERVICES, INC	INTAKE PORTA POTTY 6/22/22- 7/21/22	\$ 57.98	wtpcc
308494	8/2/2022	INV160291237	ZOOM VIDEO COMMUNICATIONS INC.	SENIOR CENTER 8/2-9/1/22	\$ 16.30	pkreccc
308501	8/2/2022	INV160291312	ZOOM VIDEO COMMUNICATIONS INC.	COURT 8/2-9/1/22	\$ 16.30	courtcc
308549	8/3/2022	111-5711124-2435458	AMAZON.COM SERVICES, INC	HYDRATION MULTIPLIER - REHAB	\$ 219.99	afdcc
308551	8/3/2022	113-0111883-6433005	AMAZON.COM SERVICES, INC	SMALL TOOLS	\$ 45.66	wwtpcc
308486	8/3/2022	114-4165540-2027450	AMAZON.COM SERVICES, INC	2TB EXTERNAL PORTABLE HD FOR A-TOWN PUBLICATION	\$ 68.53	infosyscc
308485	8/3/2022	need invoice	DELL MARKETING LP	KEYBOARD FOR FINANCE	\$ 65.27	infosyscc
308550	8/3/2022	843245	FRONTIER BUILDING SUPPLY	CONCRETE MIX	\$ 45.24	shopcc
308544	8/3/2022	YCNKT2GONJC	MUNICIPAL RESEARCH &	MUNICIPAL RESEARCH AND SERVICES CENTER	\$ 40.00	execc
308546	8/3/2022	3673	PROFESSIONAL TRAINING	LAB SOP ONLINE CLASS - CAMERON F	\$ 100.00	wtpcc
308552	8/3/2022	4227	SHIFT CALENDARS	2023 SHIFT CALENDARS	\$ 252.91	afdcc
308548	8/3/2022	00886213	UNITED SITE SERVICES, INC	LITTLE CRANBERRY RESTROOM 7/1-7/31/22	\$ 201.06	parkscc1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
308547	8/3/2022	USS-70053	UNITED SITE SERVICES, INC	EDWARDS WAY & LOOP 2	\$ 155.74	parksccl
308545	8/3/2022	INV160467728	ZOOM VIDEO COMMUNICATIONS INC.	EXECUTIVE 08/03-09/2/2022	\$ 59.82	execc
309157	8/4/2022	460509	SKIDMORE PHARMACY INC.	PHARMACY COPAYS LEOFF	\$ 24.00	hr
308592	8/4/2022	J48065/1	ACE HARDWARE	OPERATING SUPPLIES- WATER DEPT	\$ 50.59	wdistcc
308597	8/4/2022	111-9681544-1845018	AMAZON.COM SERVICES, INC	LAB SUPPLIES	\$ 347.46	wwtpcc
308606	8/4/2022	112-3567271-7151404	AMAZON.COM SERVICES, INC	PRINTER RIBBON	\$ 10.83	infosyscc
308605	8/4/2022	112-7237012-1969060	AMAZON.COM SERVICES, INC	CONNECTORS	\$ 11.96	infosyscc
308554	8/4/2022	114-1478325-7288242	AMAZON.COM SERVICES, INC	REC PROGRAM SUPPLIES	\$ 32.63	pkreccc
308612	8/4/2022	114-3955485-3086619	AMAZON.COM SERVICES, INC	REC PROGRAM SUPPLIES	\$ 18.67	pkreccc
308613	8/4/2022	114-3955485-3086619	AMAZON.COM SERVICES, INC	REC PROGRAM SUPPLIES	\$ 87.02	pkreccc
308558	8/4/2022	6560046460	ARAMARK	APD NYLON MATS CLEANED	\$ 16.33	apd
308718	8/4/2022	0-0000082859	AXON ACADEMY	TRAINING REGISTRATION; OFC DILLS - TASER INSTRUCTOR CERT	\$ 375.00	apdcc
308603	8/4/2022	I16307	COASTAL FARM &	WORK PANTS- KEN H	\$ 109.38	shopcc
308542	8/4/2022	XK7127K69	DELL MARKETING LP	KEYBOARD COMBO APD	\$ 65.15	infosyscc
308543	8/4/2022	XK7128397	DELL MARKETING LP	PRECISION WORKSTATIONS FOR FINANCE ACCOUNTANT	\$ 2,706.40	infosyscc
308541	8/4/2022	XK712FD23	DELL MARKETING LP	KEYBOARD-FINANCE	\$ 65.15	infosyscc
308608	8/4/2022	WAANA143399	FASTENAL COMPANY	TRAINING SUPPLIES; EAR PLUGS	\$ 36.99	apdcc
308590	8/4/2022	3816715	FRONTIER BUILDING SUPPLY	FACILITY USE ITEMS	\$ 3,950.50	pwfacc
308593	8/4/2022	007M7592	HARRINGTON INDUSTRIAL	ADAPTER X 3	\$ 98.53	wtppcc
308594	8/4/2022	007M7592	HARRINGTON INDUSTRIAL	FREIGHT FOR ADAPTERS IN DOC 308593	\$ 16.58	wtppcc
308540	8/4/2022	101338416	INTERNATIONAL CODE COUNCIL INC	FIRE SYSTEMS CODE CLASS	\$ 69.00	afdcc
308600	8/4/2022	1656096	LA POLICE GEAR, INC.	UNIFORM BOOTS; OFC KELLINGTON	\$ 195.79	apdcc
308610	8/4/2022	26645510	LOWE'S BUSINESS ACCOUNT/GEMB	2 CYCLE OIL FOR WEED-EATER	\$ 19.54	wtppcc
308865	8/4/2022	249425	MILES SAND & GRAVEL CO.	ARTS FESTIVAL SUPPLIES	\$ 126.75	parksccl
308702	8/4/2022	24255231	PURCELL TIRE AND SERVICE CENTE	SERVICE #706, #517, #304	\$ 466.08	shopcc
308701	8/4/2022	24255327	PURCELL TIRE AND SERVICE CENTE	SERVICE- #515	\$ 103.85	shopcc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
308703	8/4/2022	24255348	PURCELL TIRE AND SERVICE CENTE	TIRES- SHOP STOCK	\$ 3,936.06	shopcc
308599	8/4/2022	14009	RCMOWERS	FAN PULLEY KIT, HYDRO SEAL KIT #715	\$ 56.66	shopcc
308598	8/4/2022	14078	RCMOWERS	SPRING PIN #715	\$ 64.03	shopcc
308719	8/4/2022	593 52 2 8852	SAFEWAY INC	REC PROGRAM SUPPLIES	\$ 26.63	pkreccc
308591	8/4/2022	A46108	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 21.31	pwfacc
308611	8/4/2022	7RGM21X3GWR	WALMART	REC PROGRAM SUPPLIES	\$ 123.90	pkreccc
308615	8/4/2022	0CJ22615HC098903L	WASHINGTON STATE POLICE	TRAINING REGISTRATION; OFC HATCHER 2022 WA K9 FALL SEMINAR	\$ 300.00	apdcc
308700	8/4/2022	5712	WEST MARINE PRODUCTS, INC	DRAIN PLUGS, CORD EXTENSION- #2004	\$ 109.81	shopcc
308601	8/5/2022	111-9209436-0429035	AMAZON.COM SERVICES, INC	SUPPLIES FOR BACKBONE FIBER SPLICING	\$ 168.36	fibercc
308712	8/5/2022	111-9209436-0429035	AMAZON.COM SERVICES, INC	PULLING ROD FOR FIBER INSTALLS	\$ 206.71	fibercc
308604	8/5/2022	111-9608438-2540232	AMAZON.COM SERVICES, INC	PAINT MARKER PENS- SHOP	\$ 27.19	shopcc
308607	8/5/2022	112-4323916-5273014	AMAZON.COM SERVICES, INC	LOGITECH HEADSETS W/NOISE CANCELING MICROPHONE	\$ 28.26	infosyscc
308721	8/5/2022	114-3955485-3086619	AMAZON.COM SERVICES, INC	REC PROGRAM SUPPLIES	\$ 28.35	pkreccc
308905	8/5/2022	114-8213424-4618641	AMAZON.COM SERVICES, INC	IPS MONITORS FOR WORK BENCH IN IT SHOP	\$ 435.18	infosyscc
308595	8/5/2022	114-8213424-4618641	AMAZON.COM SERVICES, INC	HDMI DUPLICATOR SPLITTER	\$ 45.70	infosyscc
308596	8/5/2022	XK7131216	DELL MARKETING LP	WORKSTATION FOR APD	\$ 2,968.12	infosyscc
308614	8/5/2022	20062193982	DICK'S SPORTING GOODS	REC PROGRAM SUPPLIES	\$ 118.56	pkreccc
308717	8/5/2022	844709	FRONTIER BUILDING SUPPLY	JET SET	\$ 42.75	shopcc
308715	8/5/2022	2022760	GATEWAY CONTROLS, INC	IN GROUND LOOP FOR GATE CONTROLLER- SHOP	\$ 296.70	shopcc
308698	8/5/2022	WEB1942727694	GRAINGER	LAB SUPPLIES	\$ 133.42	wwtpcc
308699	8/5/2022	13178522	HACH COMPANY	OPERATING SUPPLIES	\$ 111.80	wwtpcc
308720	8/5/2022	593 52 152 8852	SAFEWAY INC	REC PROGRAM SUPPLIES	\$ 14.05	pkreccc
308706	8/5/2022	4468	SIGND OG NW	WA PARK SIGNS	\$ 1,218.56	parksccl
308716	8/5/2022	327640	SKAGIT REGIONAL HEALTH	CDL PHYSICAL- MATT K	\$ 92.00	shopcc
308694	8/5/2022	08/05/2022	TRACYS	CITY HALL USE ITEMS	\$ 314.43	pwfacc
308695	8/5/2022	281768	U.S. MOWER	PARTS	\$ 56.00	pwfacc
308710	8/5/2022	US-13830524	UNDER ARMOUR, INC.	UNIFORM BOOTS; OFC KELLINGTON	\$ 87.03	apdcc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
308704	8/5/2022	USS-70053	UNITED SITE SERVICES, INC	REC PROGRAMS PORTABLE RESTROOMS (7/1/22-7/31/22)	\$ 370.18	pkreccc
308705	8/5/2022	USS-70053	UNITED SITE SERVICES, INC	PARKS PORTABLE RESTROOMS (7/1/22/31/22)	\$ 1,120.95	parksccl
308713	8/5/2022	pss-83287	WITMER PUBLIC SAFETY GROUP INC	STRUCTURAL FIRE GLOVES	\$ 353.90	afdcc
308714	8/6/2022	112-1995457-0065862	AMAZON.COM SERVICES, INC	CABLE MANAGEMENT UNIT	\$ 600.97	infosyscc
308708	8/6/2022	113-4385249-2925802	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES; ERGONOMIC KEYBOARD - RECORDS STAFF	\$ 48.95	apdcc
308711	8/6/2022	99766	ASSOCIATION OF WASHINGTON	ASSOCIATION OF WASHINGTON CITIES	\$ 50.00	execc
308697	8/6/2022	21322	CASCADE RESCUE	RESCUE WHEEL	\$ 1,696.75	afdcc
308709	8/6/2022	662 11 188 35	COSTCO WHOLESALE CORPORATION	APD COFFEE PODS	\$ 61.98	apdcc
308723	8/6/2022	A47516	SEBO'S DO-IT CENTER	CHAINSAW CAP	\$ 5.97	afdcc
308722	8/6/2022	080522	ULINE, INC.	REC PROGRAM SUPPLIES	\$ 125.66	pkreccc
308707	8/7/2022	A47599	SEBO'S DO-IT CENTER	NOZZLE (29-1)	\$ 13.05	afdcc
308796	8/8/2022	J50844/1	ACE HARDWARE	CONTRACTOR SHIMS	\$ 7.82	shopcc
308795	8/8/2022	114-6570573-2755412	AMAZON.COM SERVICES, INC	DVDS FILM & TV REQUESTS	\$ 19.54	libcc
308851	8/8/2022	943809	BAYSHORE OFFICE PRODUCTS INC	CHAIR MAT, SIT/STAND	\$ 957.90	pwfacc
308850	8/8/2022	944069	BAYSHORE OFFICE PRODUCTS INC	CITY HALL USE ITEMS	\$ 15.49	pwfacc
308864	8/8/2022	944093	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES-IT	\$ 7.96	infosyscc
308798	8/8/2022	43572047777	EDGE ANALYTICAL, INC	WATER ANALYSIS 11 INVOICES	\$ 2,681.24	wtpcc
308800	8/8/2022	845636	FRONTIER BUILDING SUPPLY	CEMENT & FOUNDATION BLOCKS	\$ 54.73	shopcc
308847	8/8/2022	28017833	LOWE'S BUSINESS ACCOUNT/GEMB	PVC CEMENT, CLEANER	\$ 19.76	wtpcc
308797	8/8/2022	MMMH22-082022-3019	MUNICIPAL RESEARCH &	MRSC TRAINING MISSING MIDDLE	\$ 40.00	plancc
308859	8/8/2022	254737954-001	OFFICE DEPOT, INC.	COPY PAPER (1ST BATCH FOR APD AND COURT)	\$ 271.95	apdcc
308846	8/8/2022	593 52 161 8852	SAFEWAY INC	TRAINING SUPPLIES; WATER FOR VOLUNTEERS	\$ 13.02	apdcc
308842	8/8/2022	593 8 26 1446	SAFEWAY INC	OPERATING SUPPLIES	\$ 97.87	wwtpcc
308794	8/8/2022	A48284	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 14.47	pwfacc
308804	8/8/2022	A48413	SEBO'S DO-IT CENTER	FASTENERS #1001	\$ 54.69	shopcc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
308853	8/8/2022	220038660	SURETY PEST CONTROL	PEST CONTROL 2205 37TH ST - A AVE BOOSTER	\$ 47.87	wtpcc
308854	8/8/2022	220041565	SURETY PEST CONTROL	PEST CONTROL 6996 SAN JUAN HILL - FIDALGO BOOSTER	\$ 47.87	wtpcc
308855	8/8/2022	220041566	SURETY PEST CONTROL	PEST CONTROL 3802 MARINE HEIGHTS - CASTILLEJA BOOSTER	\$ 47.87	wtpcc
308856	8/8/2022	220041568	SURETY PEST CONTROL	PEST CONTROL 4155 SAN JUAN - POINTE BOOSTER	\$ 47.78	wtpcc
308843	8/8/2022	00000060	THE STORE	COFFEE FOR AC INTERVIEWS	\$ 16.27	afdcc
308805	8/8/2022	12956	WHATCOM ELECTRIC CO INC	MAGNETO FOR ANTIQUE ENGINE	\$ 777.15	afdcc
309559	8/9/2022	325548	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 8.36	pwfacc
308871	8/9/2022	6560044326	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 71.92	wwtpcc
308872	8/9/2022	6560047967	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 71.33	wwtpcc
308869	8/9/2022	22-23492	EDGE ANALYTICAL, INC	LAB TESTING - SIDE STREAM NITROGEN MONTHLY	\$ 248.20	wwtpcc
308870	8/9/2022	22-24187	EDGE ANALYTICAL, INC	LAB TESTING - EFFLUENT N02&N03 WEEKLY	\$ 25.38	wwtpcc
308848	8/9/2022	001 0368774	EVT CERTIFICATION COMMISSION	EVT CERTIFICATION PROGRAM-CARTER P	\$ 120.00	shopcc
308841	8/9/2022	17533015	EWING IRRIGATION PRODUCTS, INC	PARKS IRRIGATION MAINTENANCE SUPPLIES	\$ 90.17	parksccl
308861	8/9/2022	WAANA143491	FASTENAL COMPANY	SHACKLES- WATER DEPT	\$ 12.75	wdistcc
308867	8/9/2022	846345	FRONTIER BUILDING SUPPLY	WA PARK MAINTENANCE SUPPLIES	\$ 573.95	parksccl
308863	8/9/2022	080822AAA0014-00	ISLAND FARM AND PET, INC	PEST CONTROL SUPPLIES- OPS	\$ 46.23	shopcc
308845	8/9/2022	434359	PORTLAND COMPRESSOR	GUN REPAIR KIT	\$ 266.24	shopcc
308844	8/9/2022	A48666	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 27.19	pwfacc
308868	8/9/2022	A48696	SEBO'S DO-IT CENTER	WA PARK MAINTENANCE SUPPLIES	\$ 2.24	parksccl
308862	8/9/2022	A48732	SEBO'S DO-IT CENTER	SUPPLIES- WATER DEPT	\$ 51.30	wdistcc
308852	8/9/2022	A48829	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 31.97	pwfacc
308858	8/9/2022	A49029	SEBO'S DO-IT CENTER	ACETONE	\$ 56.55	shopcc
308866	8/9/2022	A49102	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 9.76	parksccl
308860	8/9/2022	00000012	THE DONUT HOUSE	TRAINING SUPPLIES FOR VOLUNTEERS - DONUTS	\$ 76.50	apdcc
308849	8/9/2022	091222firemech	WASHINGTON FIRE CHIEFS	2022 FIRE MECHANICS FALL CONFERENCE- CARTER P	\$ 904.00	shopcc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
308857	8/10/2022	317176	INDUSTRIAL SAFETY PRODUCTS	CALIBRATION GAS CYLINDER	\$ 289.99	wtpcc
309328	8/11/2022	1841-081122	CHAVOND-BARRY ENGINEERING CORP	INCINERATOR GENERAL ADVICE - 7/22/22	\$ 187.50	dwwtp
309420	8/11/2022	ReimbHubik	HUBIK, MARY	MILEAGE REIMBURSEMENT - HUBIK	\$ 95.12	executive
309199	8/12/2022	TM-211126	ALPINE PRODUCTS INC	GLASS BEADS FOR ROAD PAINTING	\$ 1,575.29	dshop
309704	8/12/2022	22-72896-2	MILLENNIUM	FIBER OPTIC SPLICE CASES	\$ 2,892.93	fiber
309335	8/12/2022	271527	NAPA	ADAPTERS #404	\$ 28.03	dshop
309323	8/13/2022	206919	LAKESIDE INDUSTRIES, INC.	5/8 & 3/4	\$ 1,170.28	dshop
309443	8/15/2022	10891	ANCHOR QEA, LLC	A AVENUE LANDFILL MATTER NO. 200	\$ 184.50	legal
309444	8/15/2022	10892	ANCHOR QEA, LLC	FORMER WTP MATTER NO. 96	\$ 31,569.65	legal
309424	8/15/2022	84644199	BOUND TREE MEDICAL, LLC	PHARMA: DILTIAZEM	\$ 167.80	medic
307463	8/15/2022	R240705	CORE & MAIN LP	INVENTORY FOR WATER DEPT.	\$ 7,326.66	wdist
309459	8/15/2022	98067719	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE	\$ 4,489.88	dwwtp
309206	8/15/2022	271703	NAPA	GOOF OFF	\$ 7.86	dshop
309205	8/15/2022	271710	NAPA	RELAY SOCKET, PIN RELAY	\$ 37.99	dshop
309341	8/15/2022	271784	NAPA	OIL FILTERS	\$ 89.94	dshop
309340	8/15/2022	271795	NAPA	OIL FILTERS #7912	\$ 56.12	dshop
309204	8/15/2022	271809	NAPA	OIL FILTER #406	\$ 17.53	dshop
309460	8/15/2022	13807425	PAPE MACHINERY INC.	WEEDEATER STRAPS	\$ 25.00	dwwtp
309432	8/15/2022	3602	SKAGIT 911	2ND QUARTER FIRE MOBILE (SPILLMAN)	\$ 1,237.45	medic
309455	8/15/2022	2206	THE CLEAN TEAM	2022 JANITORIAL SERVICES - AS NEEDED @ CITY HALL & SENIOR CENTER - 8/8-8/12/22	\$ 600.00	pw1
309558	8/16/2022	326048	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 183.44	pwfac
309200	8/16/2022	234099	CONTROL FACTORS-SEATTLE INC	MAINTENANCE SUPPLIES - INCINERATOR	\$ 991.79	dwwtp
309425	8/16/2022	WAANA143628	FASTENAL COMPANY	SAFETY GLASSES, ASSORTED BATTERIES	\$ 176.94	medic
309445	8/16/2022	10564	GEOGRAPHIC INFORMATION	2022 GIS SUPPORT - THROUGH 7/31/22	\$ 50.35	pw1
309446	8/16/2022	P0002-58	QCC QUALITY CONTROLS CORP.	ON-CALL PROFESSIONAL SERVICES AT THE WTP - JULY 2022	\$ 720.00	dwwtp
309461	8/16/2022	0288821-IN	REISNER DISTRIBUTOR INC	OIL FOR TRASH PUMP	\$ 122.77	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
309198	8/16/2022	0289177-IN	REISNER DISTRIBUTOR INC	DIESEL EXHAUST FLUID	\$ 677.06	dshop
309451	8/16/2022	2014	SKAGIT DOMESTIC VIOLENCE &	SKAGIT DV & SA SERVICES; 1/1-6/30/21	\$ 1,721.79	apd
309336	8/17/2022	12P17522	MOTOR TRUCKS, INC	OVAL LED- #221	\$ 195.78	dshop
309269	8/17/2022	272011	NAPA	FUEL LINE HOSE #6935	\$ 17.10	dshop
309207	8/17/2022	272058	NAPA	ADAPTERS #35	\$ 5.98	dshop
309271	8/17/2022	272076	NAPA	MISC OIL FILTERS- SHOP	\$ 207.14	dshop
309270	8/17/2022	272096	NAPA	KWIK WELD #6935	\$ 7.63	dshop
309273	8/17/2022	272129	NAPA	FRONT AND REAR CALIPERS AND CORE- #042	\$ 572.03	dshop
309274	8/17/2022	0289365-IN	REISNER DISTRIBUTOR INC	OIL SORBENT SPILL PADS- SHOP	\$ 105.76	dshop
308944	8/17/2022	24966	SKAGIT PUBLISHING LLC	PUBLISH AA-271600	\$ 97.44	plan
309463	8/17/2022	082376	USA BLUE BOOK	CURB MARKERS	\$ 86.35	dwtp
309437	8/17/2022	3008	WELCH BROTHERS CONSTRUCTION	PUMP STATION #8 EMERGENCY RELOCATION	\$ 241,999.39	pw1
309700	8/18/2022	325932	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 870.28	pwfac
309456	8/18/2022	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 7/19-8/18/22	\$ 371.66	publib
309439	8/18/2022	08/18/2022	FIDALGO CLEANING	CARNEGIE CLEANING	\$ 180.00	museum
309440	8/18/2022	08/18/2022	FIDALGO CLEANING	MHC CLEANING	\$ 120.00	museum
309785	8/18/2022	021925006	GALLS, LLC.	UNIFORM BOOTS; SGT KING	\$ 195.80	apd
309329	8/18/2022	1200455439	HDR ENGINEERING, INC	WASTEWATER TREATMENT PLANT OUTFALL - DESIGN - 6/26/22-7/30/22	\$ 6,669.46	pw1
309201	8/18/2022	035_2022	KUHNLEIN, LISA	LISA KUHNLEIN PHOTOGRAPHY	\$ 206.45	executive
309787	8/18/2022	3060	LMS DEFENSE	BALLISTIC SHIELD INSTRUCTOR COURSE; BUFFUM AND KELLINGTON	\$ 560.00	apd
309268	8/18/2022	272223	NAPA	FUEL FILTER #6953	\$ 9.23	dshop
309272	8/18/2022	272260	NAPA	BRAKE FLUID #042	\$ 80.45	dshop
309464	8/18/2022	1667987	POLYDYNE, INC	COAG POLY - CLARIFLOC A-3310	\$ 14,335.20	dwtp
309275	8/18/2022	0289417-IN	REISNER DISTRIBUTOR INC	OIL- SHOP	\$ 2,603.40	dshop
309265	8/18/2022	E 202208180007	SIMPLIFILE, LC	PACIFIC RIDGE CONDOMINIUM FIBER EASEMENT	\$ 216.38	fiber
309266	8/18/2022	E 202208180008	SIMPLIFILE, LC	ROBERSON FIBER EASEMENT - 3516 OAKES VIEW LANE	\$ 216.38	fiber
309487	8/18/2022	0146930-IN	SWS EQUIPMENT	U-BOLT ASSEMBLY #515	\$ 99.26	dshop
309429	8/18/2022	111819	WALTON BEVERAGE COMPANY, INC	AFD	\$ 210.00	medic
309202	8/18/2022	111820	WALTON BEVERAGE COMPANY, INC	OPS: BREAK ROOM SUPPLIES	\$ 173.00	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
309465	8/18/2022	10792757	WORLD WIDE TECHNOLOGY, LLC	DROP CABLES	\$ 6,372.96	fiber
309453	8/19/2022	ML-22081921748	CASCADE ENGINEERING SVCS INC	RADAR CALIBRATION	\$ 2,660.00	apd
309449	8/19/2022	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 7/19-8/1/22	\$ 61.38	apd
309427	8/19/2022	169 400 0000 9	CASCADE NATURAL GAS CORP.	STA 2: 7/19 - 8/18/22	\$ 21.54	medic
309438	8/19/2022	199 800 0000 4	CASCADE NATURAL GAS CORP.	MUSEUM 7/19-8/18/22	\$ 14.92	museum
309491	8/19/2022	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 7/19-8/18/22	\$ 15.87	parks1
309494	8/19/2022	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 7/19-8/18/22	\$ 39.07	parks1
309493	8/19/2022	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 7/19-8/18/22	\$ 22.49	parks1
309495	8/19/2022	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 7/19-8/18/22	\$ 13.00	parks1
309428	8/19/2022	674 400 0000 7	CASCADE NATURAL GAS CORP.	STA 1: 7/19 - 8/18/22	\$ 54.74	medic
309337	8/19/2022	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPS 07/19- 08/18/2022	\$ 39.56	dshop
309331	8/19/2022	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 7/19-8/18/22	\$ 14.92	finance
309436	8/19/2022	912 800 0000 0	CASCADE NATURAL GAS CORP.	MUSEUM 7/19-8/18/22	\$ 13.83	museum
309496	8/19/2022	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 7/19-8/18/22	\$ 18.70	parks1
309448	8/19/2022	989 800 0000 8	CASCADE NATURAL GAS CORP.	WWTP 7/19-8/18/22	\$ 124.00	dwwtp
309263	8/19/2022	RefundColson	COLSON, THOMAS	WA PARK REFUND	\$ 193.00	parks1
309338	8/19/2022	E22052P-1	ELEMENTAL AIR, LLC	WWTP ANNUAL INCINERATOR COMPLIANCE TESTING	\$ 24,740.00	dwwtp
309566	8/19/2022	E22052P-2	ELEMENTAL AIR, LLC	WWTP ANNUAL INCINERATOR COMPLIANCE TESTING	\$ 20,885.60	dwwtp
309333	8/19/2022	0182039	GEOENGINEERS, INC.	ON-CALL CRITICAL AREAS-RELATED SERVICES - STREAM BAS RESPONSES - 6/25/22-7/29/22	\$ 1,758.75	plan
309334	8/19/2022	0182040	GEOENGINEERS, INC.	ON-CALL CRITICAL AREAS-RELATED SERVICES - LITTLE CRANBERRY LAKE NORTH END IMPR	\$ 2,139.67	parks1
309322	8/19/2022	842797	HASA, INC	PLANT CHEMICALS	\$ 6,388.76	dwwtp
309321	8/19/2022	I6189073	HD FOWLER COMPANY INC	MAINTENANCE SUPPLIES	\$ 397.13	dwwtp
309709	8/19/2022	39543173	LIFELINE	LIFELINE SERVICES, LEOFF 1 RETIREE 8/18-9/18/22	\$ 41.58	hr
309422	8/19/2022	ReimbMiller	MILLER, MATTHEW	MILEAGE REIMBURSEMENT	\$ 175.16	executive
309486	8/19/2022	272319	NAPA	LIGHT #221	\$ 52.86	dshop
309426	8/19/2022	INV17985	SEAWESTERN, INC.	QUARTERLY AIR TEST	\$ 146.88	medic
309264	8/19/2022	RefundWorks	WORKS, CINDY	WA PARK REFUND	\$ 177.00	parks1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
309332	8/20/2022	000079	HUNTER, JOSHUA	BLS OTEP TRAINER - AUGUST 2022	\$ 330.00	medic
309555	8/20/2022	207558	LAKESIDE INDUSTRIES, INC.	PAVING WATERLINE AT OPS ENTRANCE	\$ 21,594.67	dshop
309554	8/20/2022	207815	LAKESIDE INDUSTRIES, INC.	5/8 & 3/4 ROCK SALES	\$ 471.43	dshop
309452	8/20/2022	00005W5A83342	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 8-20-22	\$ 10.90	apd
309779	8/20/2022	9913958598	VERIZON WIRELESS	SCADA COMMUNICATIONS 7/21-8/20/22	\$ 1,238.44	dwwtp
309457	8/21/2022	71117699	INGRAM LIBRARY SERVICES, LLC	YA BOOKS	\$ 220.42	publib
309326	8/22/2022	Pay App 2	C JOHNSON CONSTRUCTION, INC	2022 WATERLINE REPLACEMENTS	\$ 102,771.08	pw1
309771	8/22/2022	WAANA143739	FASTENAL COMPANY	WORK GLOVES, BATTERIES	\$ 87.13	medic
309702	8/22/2022	9328339041	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC SPLICE CASES	\$ 1,959.05	fiber
309790	8/22/2022	13208236	HACH COMPANY	FLOW CELL SENSOR	\$ 723.05	dwwtp
309434	8/22/2022	20357186	PACWEST MACHINERY, LLC	SWITCH CONVEYOR- #859	\$ 291.25	dshop
309703	8/22/2022	22-401	PRECISION FIBER INC.	FIBER OPTIC SPLICE CASES	\$ 3,993.42	fiber
309442	8/22/2022	P0001-70	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - JULY 2022	\$ 394.00	dwwtp
309783	8/22/2022	653343	SAN DIEGO POLICE EQUIP CO INC	TRAINING AMMO	\$ 1,789.98	apd
309634	8/22/2022	1354623	SKAGIT COUNTY SOLID WASTE FUND	WTP DUMP RUN 0.3 TN	\$ 32.02	dwwtp
309325	8/22/2022	31-C22006106:1	UNITED HEALTHCARE INS. CO.	REFUND OF AMBULANCE OVERPAYMENT	\$ 74.71	finance
309324	8/22/2022	31-C22018223:1	UNITED HEALTHCARE INS. CO.	REFUND OF AMBULANCE OVERPAYMENT	\$ 98.25	finance
309462	8/23/2022	14453038	BROWN AND CALDWELL	WTP ENERGY STUDY - 7/1/22-7/28/22	\$ 11,928.79	dwwtp
309698	8/23/2022	52004	KRIEG CONSTRUCTION, INC	ASPHALT & CONCRETE DISPOSAL	\$ 232.11	dshop
309557	8/23/2022	00107554	OWEN EQUIPMENT COMPANY	PARTS AND REPAIRS VEH #610	\$ 4,684.76	dshop
309560	8/23/2022	0289388-IN	REISNER DISTRIBUTOR INC	FUEL TRANSFER PUMP #859	\$ 108.15	dshop
309433	8/23/2022	INV18046	SEAWESTERN, INC.	4 HELMETS	\$ 1,807.11	medic
309636	8/23/2022	088665	USA BLUE BOOK	TISAB X 2	\$ 128.16	dwwtp
309563	8/24/2022	325932A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 505.71	pwfac
309786	8/24/2022	ML-22082421762	CASCADE ENGINEERING SVCS INC	RADAR REPAIR	\$ 74.57	apd
309492	8/24/2022	304 713 4234 2	CASCADE NATURAL GAS CORP.	607 R AVE SERVICE DATES 7/19-8/18/22	\$ 15.87	parks1
309551	8/24/2022	272827	NAPA	3 PC STEP DRILL	\$ 85.57	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
309635	8/24/2022	1355763	SKAGIT COUNTY SOLID WASTE FUND	WTP DUMP RUN 0.21 TN	\$ 22.41	dwtp
309705	8/24/2022	25097	SKAGIT PUBLISHING LLC	PUBLISH AA-271968	\$ 129.92	plan
309706	8/24/2022	25098	SKAGIT PUBLISHING LLC	PUBLISH AA-272174	\$ 109.62	plan
309708	8/24/2022	25099	SKAGIT PUBLISHING LLC	PUBLISH AA-273869	\$ 133.98	plan
309707	8/24/2022	25100	SKAGIT PUBLISHING LLC	PUBLISH AA-273947	\$ 44.66	legal
309693	8/24/2022	PSO038929-1	SONSRAY MACHINERY, LLC	OPERATING SUPPLIES- #404	\$ 169.35	dshop
309490	8/24/2022	RefundStewart	STEWART, EMIE	WA PARK CAMPING REFUND	\$ 104.00	parks1
309791	8/24/2022	50505161	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 4,228.89	dwtp
309565	8/25/2022	98221 INV 2	RHOADES, LISA	LTAC 98221 INV 2 2022	\$ 3,382.59	plan
309567	8/25/2022	111852	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 220.00	finance
309633	8/25/2022	111857	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 57.50	dwtp
309769	8/26/2022	R456047	CORE & MAIN LP	10X8 TAP SLEEVE	\$ 1,093.67	dshop
309701	8/26/2022	9328427951	GRAYBAR ELECTRIC COMPANY, INC	SLIMBOX - INDOOR WALL PLATE	\$ 3,469.36	fiber
309793	8/26/2022	844763	HASA, INC	SODIUM HYPOCHLORITE	\$ 5,077.92	dwtp
309688	8/26/2022	273046	NAPA	HORN #601	\$ 16.79	dshop
309687	8/26/2022	273120	NAPA	NUTSERT #2002	\$ 15.91	dshop
309691	8/26/2022	S20219534	SUPERIOR SYSTEMS, INC	EMERGENCY REPAIR INCINERATOR DUCT WORK	\$ 634.28	dwwtp
309784	8/27/2022	00005W5A83352	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 8-27-22	\$ 10.88	apd
309694	8/29/2022	RefundAltuna	ALTUNA BAMBA, MICHELLE	WA PARK CAMPING REFUND	\$ 105.00	parks1
309692	8/29/2022	RefundBronson	BRONSON, CURTIS	WA PARK CAMPING REFUND	\$ 177.00	parks1
309699	8/29/2022	RefundBusa	BUSA, ERIKA	APPLIANCE REBATE FOR ERIKA BUSA	\$ 50.00	pw1
309794	8/29/2022	98068213	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE	\$ 4,577.78	dwtp
309780	8/29/2022	08/29/2022	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 800.00	apd
309711	8/29/2022	2022-001 APR	SKAGIT VALLEY SOFTBALL	UMPIRE FOR ADULT SOFTBALL LEAGUE 2022	\$ 1,724.00	pkrec
309713	8/29/2022	96215	WHITNEY EQUIPMENT CO INC	PUMP STATION MAINTENANCE - PS6	\$ 2,431.38	dwwtp
309788	8/30/2022	ReimbScheepers	SCHEEPERS, EDWIN	REIMB FOR UNIFORM BOOT; CORP SCHEEPERS	\$ 70.05	apd
309714	8/30/2022	August	SKAGIT LAW GROUP, PLLC	PROS ATTY SERV AUG 22	\$ 6,560.00	court
309421	9/1/2022	20220901	CHOWANEC, WILLIAM	STA 3 RENT: - SEPTEMBER	\$ 2,620.00	medic

Total

\$ 724,226.30



City Council Agenda Bill

Meeting Date: September 6, 2022 **Agenda Item:** 6.a.

Agenda Item Title: Resolution 3097: Declaring Certain Retained Utility Easements to Be Surplus in favor of the Port of Anacortes

Staff Contact(s): DARCY SWETNAM

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
DARCY SWETNAM	Resolution
STEVE HOGLUND	

Item Summary: The Port of Anacortes has requested the City relinquish certain utility easements in the north basin area, which were retained by the City when streets were vacated in the area in 1956. The easements are currently not being used by the City for utility purposes and the City doesn't anticipate needing the easements in the future. The Port plans to grant the city an easement for an existing water line in the north basin area. Relinquishment of the easements will allow the Port to receive funding from an RCO grant it was awarded. Additionally, relinquishment of the easements through a process approved by the Public Works Director is a requirement of the Port's conditional use permit for the RV park it plans to develop in the area.

Budget Impact:
None

Previous Action: Ordinance 1201 was adopted in 1956, which vacated streets in the area and retained the utility easements. Council first considered the resolution at the August 22, 2022 Council meeting.

Recommended Motion: I move we adopt Resolution 3097, declaring certain retained utility easements to be surplus to the needs of the City and direct the Mayor to execute the Relinquishment of Retained Utility Easements.

Alternative Actions:

Attachments (listed in order presented):

1. 220906 PW - Res 3097 Relinquishing Easements
2. Easement Relinquishment_4.28.22

3. CB22US028611-1 (Anacortes Easement Relinquishment)
4. 220822 Resolution 3097 (1)

RESOLUTION NO. 3097

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ANACORTES, WASHINGTON DECLARING CERTAIN EASEMENTS TO
BE SURPLUS TO THE NEEDS OF THE CITY OF ANACORTES AND
DIRECTING THE EXECUTION AND RECORDING OF
RELINQUISHMENT OF RETAINED UTILITY EASEMENTS.**

WHEREAS, on November 6, 1956, the City adopted Ordinance 1201, which vacated portions of streets, avenues, and alleyways subject to the City’s retention of an easement for utility purposes within the 1201 vacated streets; and

WHEREAS, the Port of Anacortes currently owns the property underlying the retained utility easements and has requested that the City relinquish portions of the retained utility easement, as described in the attached Relinquishment of Retained Utility Easements; and

WHEREAS, the Port has been awarded grant funding through the Washington State Recreation and Conservation Office for the redevelopment of the north basin area at Cap Sante Marina and relinquishment of the City’s interest in the easement area is a condition of final award; and

WHEREAS, the City currently has a waterline that runs through the north basin area currently owned by the Port, for which the City currently does not have an easement; and

WHEREAS, the Port received a conditional use permit for its RV Park proposed in the north basin area under permit number CUP-2021-0001, which included condition number 20 which requires “[r]elinquishment of utilities easements reserved by the City within vacated right-of-way on the site shall be addressed in a manner acceptable to the Public Works Director prior to certificate of occupancy being issued.”; and

WHEREAS, the Public Works Director has determined the present resolution and relinquishment to be an acceptable manner to relinquish the requested easements; and

WHEREAS, the City is currently not using the utility easements for any public purpose and has no plans to make use of the easements in the future; and

WHEREAS, the City Council finds that it is in the best interest of the City to relinquish the retained utility easements as described in the attached Relinquishment of Retained Utility Easements.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, as follows:

1. That the retained utility easements described in the attached Relinquishment of Retained Utility Easements is declared surplus to the needs of the City of Anacortes.

2. That within sixty (60) days of this Resolution, the Port will grant the City an easement for the existing waterline and appurtenances that runs through the Port property.
3. The Mayor Matt Miller is authorized to execute the attached Relinquishment of Retained Utility Easement and direct staff to carry out any and all necessary actions to record and effectuate the relinquishment.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 6th day of September, 2022.

MATT MILLER, MAYOR

Approved as to form and legality:

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steve D. Hoglund, City Clerk Treasurer

Filed for Record at Request of:

CHMELIK SITKIN & DAVIS P.S.
1500 Railroad Avenue
Bellingham, WA 98225
(360) 671-1796

DOCUMENT TITLE: RELINQUISHMENT OF RETAINED UTILITY EASEMENTS

GRANTORS/RELINQUISHORS: CITY OF ANACORTES

GRANTEES/RELINQUISHEES: PORT OF ANACORTES AND THE PUBLIC

ABBREV. LEGAL DESCRIPTION: PTNS. OF 7TH ST. ON PLATE 9, ANACORTES TIDE AND SHORE LANDS; PTNS OF MOTOR LINE AVENUE; PTNS. OF S AND T AVENUES

PARCEL NOS.: P56861, P32880

REFERENCE NO.: ORDINANCE NO. 1201 (UNRECORDED);

This **RELINQUISHMENT OF RETAINED UTILITY EASEMENTS** (the “Agreement”) is entered into by the **CITY OF ANACORTES**, a municipal corporation of the State of Washington (the “City”), the **PORT OF ANACORTES**, a Washington municipal corporation (the “Port”), and the **PUBLIC** (the “Public”).

WHEREAS, on November 6, 1956, the City passed Ordinance No. 1201, vacating portions of certain streets, avenues, and alleyways (the “1201 Vacated Streets”) subject to the City’s retention of an easement for utility purposes within the 1201 Vacated Streets (the “1201 Retained Easement”);

WHEREAS, the Port has requested that the City relinquish portions of the 1201 Retained Easement, as legally described on **Exhibit A** hereto and depicted on **Exhibit B** hereto (the “Relinquished Easement Area”), to facilitate the Port’s development of the underlying properties currently subject to those retained easements;

WHEREAS, RCW 35.94.040 authorizes cities to lease, sell, or convey property originally acquired for utility purposes if, following a public hearing, the legislative authority for the city

RELINQUISHMENT OF RETAINED
UTILITY EASEMENTS – 1

determines, by resolution, that such property is surplus to the city's needs and is not needed for providing continued public utility services;

WHEREAS, surplus utility easements that were reserved during street vacations are typically relinquished at no cost to the property owner because the City usually acquires such easements at no cost to the City, and because the property owner or their predecessor in interest has typically previously paid the City an amount equal to the appraised value of the property as a condition of street vacation; and

WHEREAS, the City has determined that the Relinquished Easement Area is surplus to the City's needs and are not needed for continued utility service.

NOW THEREFORE, the City hereby relinquishes the Relinquished Easement Area, as legally described on **Exhibit A** and depicted on **Exhibit B** hereto.

DATED this ____ day of _____, 202__.

CITY OF ANACORTES

By:
Its:

STATE OF WASHINGTON }
 }
COUNTY OF SKAGIT } SS.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she/he signed this instrument as the _____ of the City of Anacortes, on oath stated that she/he is authorized to execute the instrument, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____
Signature: _____
Notary Public in and for the State of Washington
Notary (print name): _____
Residing at: _____

RELINQUISHMENT OF RETAINED
UTILITY EASEMENTS – 2



Pacific Surveying & Engineering, Inc
land surveying • civil engineering • consulting • environmental
909 Squalicum Way #111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@psurvey.com

EXHIBIT **A**

LEGAL DESCRIPTION

**EASEMENT RELINQUISHMENT AREAS
PORTION OF STREETS VACATED UNDER ORDINANCE #1201**

ALL OF THOSE PORTIONS OF VACATED 7TH STREET, S AVENUE, T AVENUE AND MOTOR LINE AVENUE, ALL AS VACATED UNDER CITY OF ANACORTES ORDINANCE NO. 1201, LYING WITHIN LOT A OF THE CAP SANTE MARINA BOUNDARY LINE ADJUSTMENT, AS THE SAME IS MEMORIALIZED ON THAT CERTAIN MAP RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202203180120, ALSO BEING LOCATED WITHIN A PORTION OF PLATE 9 OF ANACORTES TIDE AND SHORE LANDS PLAT;

SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

CONTAINING 22,102 SQUARE FEET, MORE OR LESS.



RELINQUISHMENT OF RETAINED
UTILITY EASEMENTS – 3

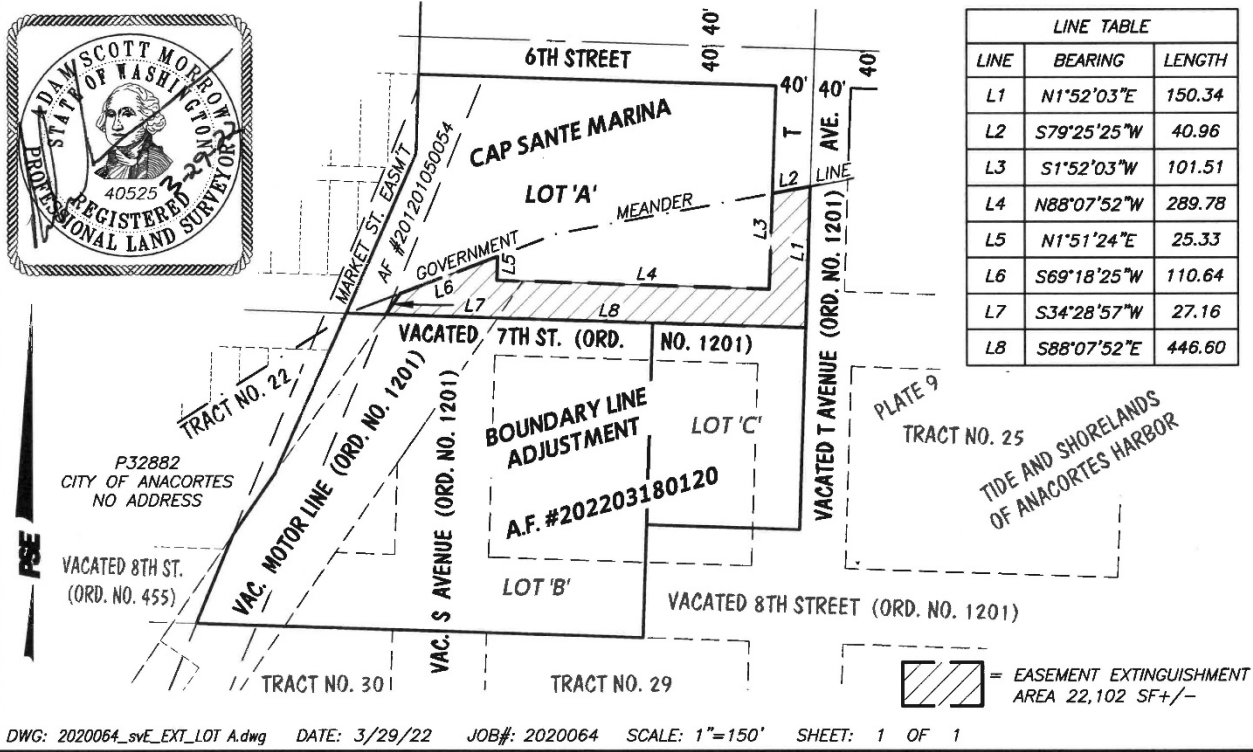


PACIFIC SURVEYING & ENGINEERING, INC.

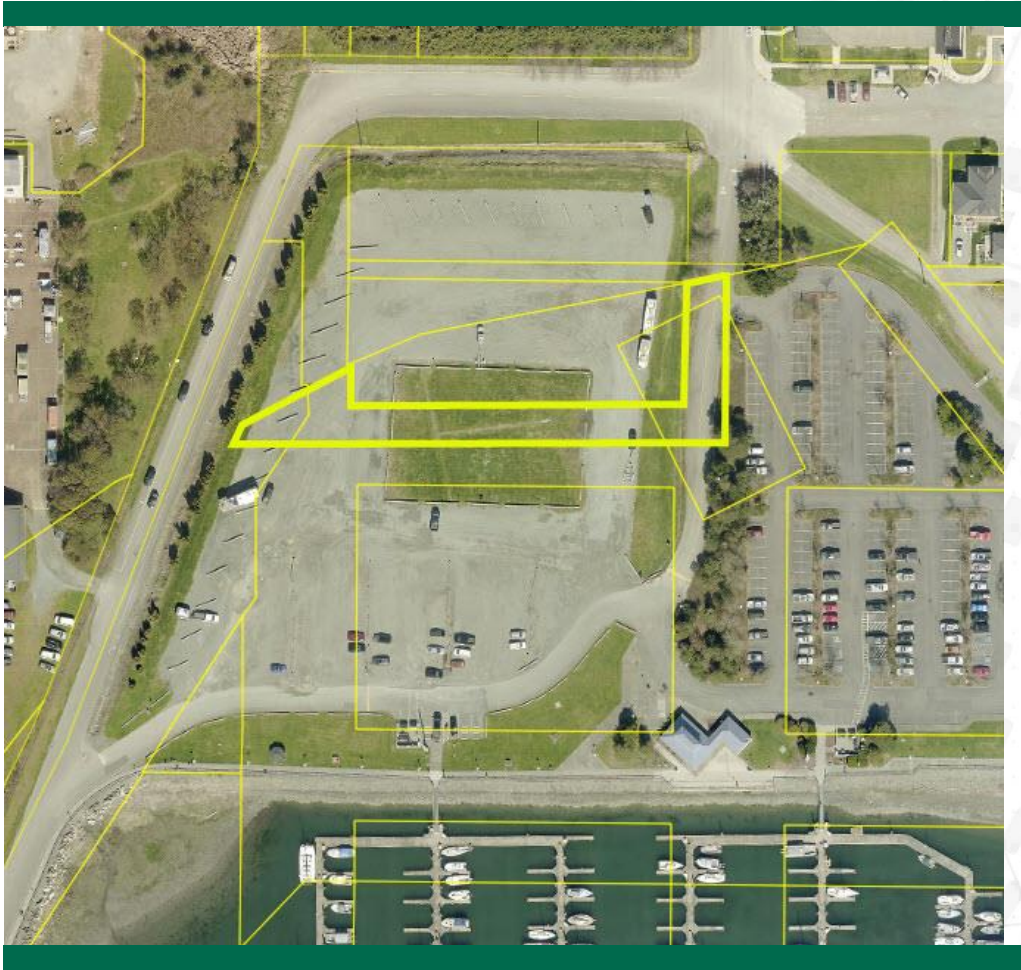
909 Squallum Way, Suite 111 | BELLINGHAM, WA 98225
T: 360.671.7387 | F: 360.671.4685
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM

EXHIBIT B

SITUATE IN A PORTION OF THE SW 1/4 AND SE 1/4 OF THE
SW 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST,
W.M., CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON



DWG: 2020064_svE_EXT_LOT A.dwg DATE: 3/29/22 JOB#: 2020064 SCALE: 1"=150' SHEET: 1 OF 1



RESTRICTED REPORT

ANACORTES EASEMENT RELINQUISHMENTS
ABUTTING CAP SANTE MARINA
ANACORTES, SKAGIT COUNTY, WASHINGTON 98221
CBRE, INC. FILE NO. CB22US028611-1

PACIFIC SURVEYING & ENGINEERING

The following pages set forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value.

INTRODUCTION	
CBRE File No.:	CB22US028611-1
Date of the Report	April 28, 2022
Effective Date	March 10, 2022
Valuation Date Type	Current
Client	PACIFIC SURVEYING & ENGINEERING, its employees, agents, and assigns
Client Name	PACIFIC SURVEYING & ENGINEERING
Representative	Mr. Adam Morrow, PLS, Survey Project Manager, Principal
Address	909 Squalicum Way, Suite 111 Bellingham, WA 98225
Parcel Number	Anacortes Easement Relinquishment
Subject Location	Abutting Cap Sante Marina Anacortes, Skagit County, WA
Owner	City of Anacortes (easement rights valued); Port of Anacortes (underlying land)
Legal Description	N/A
Assessor IDs (Impacted Only)	N/A
Property Rights Appraised	Utility Easement Rights as Retained in Ordinance 1201
Rights Being Acquired	Easement
Current Use of Subject	Vacated ROW
Highest and Best Use	
As Vacant	Assemblage
As Improved	Assemblage
Estimated Exposure Time	6 - 12 Months
Improvement Type	Land (Mixed-Use)
Number of Buildings	0
Year Built	0
Buyer Profile	Abutting Owner
SUMMARY OF VALUE CONCLUSIONS	
ATF Value per SF (Base)	
Underlying Land - Unencumbered	\$12.00

APPRAISAL ASSIGNMENT

Guidance	- The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), USPAP reporting Standard 2-2, and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
Project Name	- Across-the-Fence methodology Anacortes Easement Relinquishment
Intended User	- The intended users of this report are Pacific Surveying and Engineering and the Port of Anacortes.
Intended Use	- This report is intended only for use to assist in negotiation and acquisition of utility easement relinquishments. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof). Parties who receive or might receive a copy of the appraisal are not necessarily intended users. The appraiser's responsibility is to the intended users identified in the report, not to all readers of the appraisal report.

Market Value Definition	The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: 1. buyer and seller are typically motivated; 2. both parties are well informed or well advised, and acting in what they consider their own best interests; 3. a reasonable time is allowed for exposure in the open market; 4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. <i>Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472.</i>
--------------------------------	---

INTERESTS APPRAISED

Easement	The right to use another's land for a stated purpose. <i>Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 71</i>
-----------------	--

REPORT DESCRIPTION:

At your request and authorization, CBRE, Inc. has prepared a **Restricted Report** stating the market value of the referenced property. The analyses, opinions, and conclusions were developed based on the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal (USPAP Standard Rule 2-2(b)), the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Interagency Guidelines, and PACIFIC SURVEYING & ENGINEERING guidelines. As this is a restricted appraisal report, the reader is hereby advised that the report does not contain all the supporting rationale for the opinions and conclusions set forth in the report.

CONSIDERATION OF THE IMPACT OF COVID-19 IN OUR ANALYSIS

As of the date of value (subsequent to March 2020) and the date of this report, the commercial real estate market continues to be impacted by COVID-19. While the ultimate duration of this impact is unknown, a

prolonged effect on macroeconomic conditions has occurred. The severity of the impact of COVID-19 on commercial real estate varies according to many factors, including asset class, use, tenancy, and location. For this assignment, our research, including discussions with market participants, identified sufficient market activity (sale and lease transactions) occurring after March of 2020. Accordingly, we have determined that the current impacts of COVID-19 on the subject property have been adequately incorporated in our analysis.

EXTRAORDINARY ASSUMPTIONS

This appraisal employs no extraordinary assumptions.

HYPOTHETICAL CONDITIONS:

This appraisal employs no hypothetical conditions.

Description of the Subject

SUBJECT IDENTIFICATION	
Location of Property	Abutting Cap Sante Marina, Anacortes, WA 98221 The subject is located in Skagit County, Washington.
Subject	The subject of this appraisal is the retained utility easement rights within a 22,102-square-foot portion of former street right-of-way, consisting of portions of vacated Motorline Avenue, 7th Street, and T Avenue, vacated via City of Anacortes Ordinance 1201. Overall, Ordinance 1201 vacated 286,426 square feet of upland area and 466,926 square feet of first-class tidelands, though the subject of this report is the utility easement rights retained within the aforementioned 22,102 square feet of upland. In the ordinance which vacated the former street rights-of-way, the City of Anacortes retained blanket easements for utilities within the entirety of the vacated area. The Port of Anacortes has proposed relinquishment of the retained easement rights within the 22,102-square-foot subject area. In effect, the Port of Anacortes intends to acquire the City's previously retained easement rights within the subject area while leaving in place the retained easements within the remainder of the previously vacated rights-of-way.
Property Type	Land
Primary Improvements	
Improvement Impact	The subject property is effectively vacant land.
Sale History	The subject of this report is the utility easement rights as retained in City of Anacortes Ordinance 1201, which vacated former public right-of-way. The City of Anacortes holds the retained easement rights. The underlying land is ostensibly owned by the Port of Anacortes. We are unaware of any market transactions involving the subject.
Listing Activity	The subject is not known to be listed or under contract for sale or option.

SITE SUMMARY

Physical Description

Gross Land Area	22,102 SF	0.51 AC
Shape	Irregular	
Topography	Generally Level	
Zoning District	CM (Commercial Marine)	
Flood Map Panel No. & Date	5303170040A	September 17, 2003
Flood Zone	Zone X (Unshaded)	
Flood Notes	AREA OF MINIMAL FLOOD HAZARD	
Soil Type	Alderwood-Urban Land Complex	

Comparative Analysis

Access
Visibility
Adequacy of Utilities
Frontage/View
Soils/Development Potential

Rating

Average
Fair
Average
Good
Poor

Utilities

Water
Sewer
Natural Gas
Electricity
Telephone

Availability

Yes
Yes
Yes
Yes
Yes

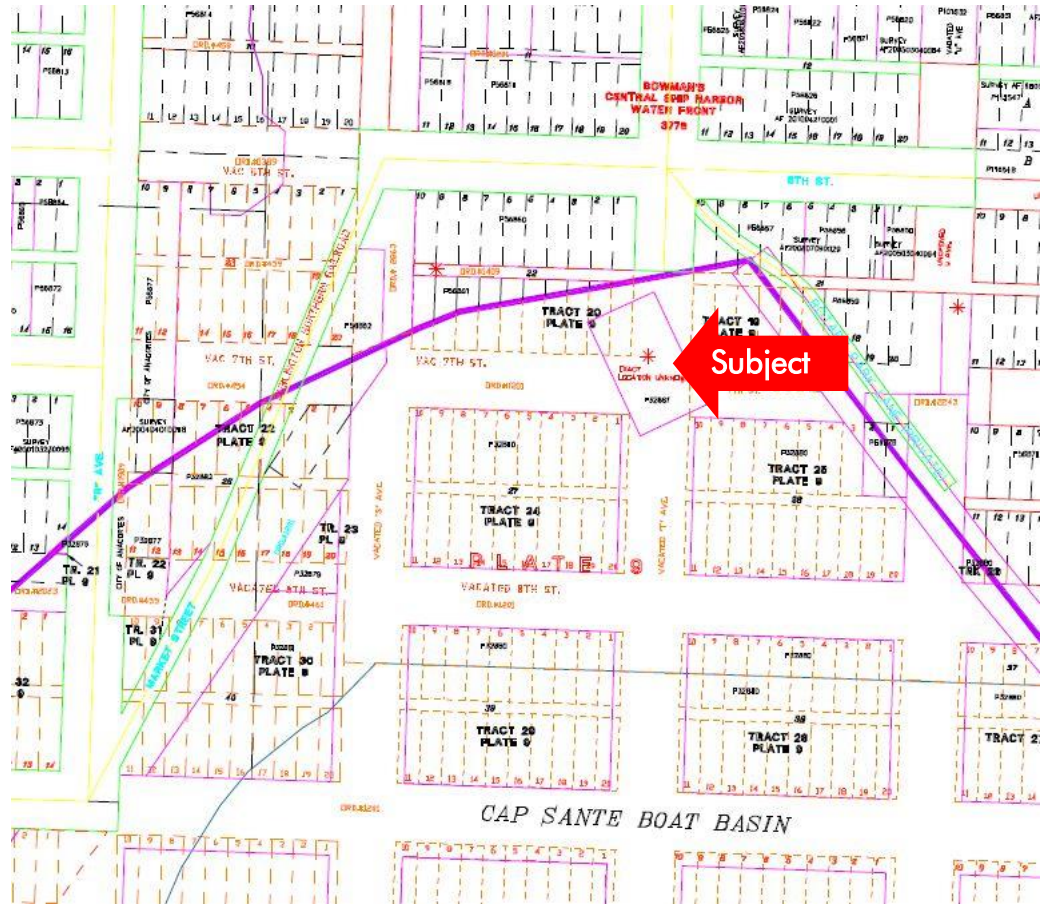
Source: Various sources compiled by CBRE

CURRENT OWNERSHIP AND SALES HISTORY:

We have not been provided with a title report for the subject property. The subject of this report is utility easement rights retained by the City of Anacortes within former street rights-of-way vacated via City of Anacortes Ordinance 1201. The ordinance vacating the rights-of-way, included in the addenda, does not specify ownership or assemblage of the underlying land within the vacated rights-of-way. It is the appraisers' understanding that the underlying land is owned by the Port of Anacortes. The retained utility easement rights that are the subject of this report are held by the City of Anacortes.

To the best of our knowledge, there has been no ownership transfer of the property during the previous three years.

PLAT:



Tax and Assessment Data

Washington State requires that all real property be taxed at 100% fair market value; however, is our understanding that the subject is owned by the Port of Anacortes, a municipal corporation and is, therefore, not assessed or taxed.

Neighborhood Analysis

The subject is located in Anacortes, Skagit County, Washington.

NEIGHBORHOOD CHARACTERISTICS	
Location	Urban
Built-Up	Over 75%
Growth Rate	Stable
Change in Present Land Use	Not Likely
Land Use Trend Toward	Mixed-Use
Property Values	Increasing
Demand & Supply	In Balance
Historical Uses	Commercial and Industrial
Surrounding Land Uses	
North	Industrial
South	Cap Sante Marina
East	Residential, public park
West	Commercial, residential

Based on the foregoing, values are expected to be increasing in the near future. In keeping with the principle of conformity, we expect neighborhood land uses to continue to be urban, similar to the present use. A generally positive growth rate is expected in the near future. This is a positive indicator for real estate demand.

Highest and Best Use – Underlying Land

HIGHEST AND BEST USE - UNDERLYING LAND

HBU

Assemblage with abutting property to support nearby land uses

Highest and Best Use, As If Vacant:

We conclude that the highest and best use of the underlying land as if vacant is assemblage with abutting property to support nearby land uses.

Highest and Best Use, As Improved:

The underlying land is effectively unimproved.

Most Probable Buyer:

The most probable buyer of the underlying land would be an abutting property owner looking for assemblage opportunities.

Scope of Work

SCOPE OF WORK

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2 of USPAP. There is sufficient information in this report for the intended use and for any intended user to understand its contents. The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered and analysis is applied.

Tim Lovell of CBRE personally conducted an on-site inspection on March 10, 2022.

PROCESS

- The subject was observed using readily available technique that do not require special testing or equipment.
- A review was conducted of Skagit County records and a survey provided by the client. We have relied upon Land Survey for the shape and size of the subject. If additional data is later provided which contradicts this information the conclusions in this report may change.
- Investigation of the subject and market area includes sources such as deed records, tax records, county and municipal records and geographic information systems, local use statutes, demographic data, and other sources as appropriate. Transaction data are gathered from market participants, MLS records and other private data services, and our own internal database. Resources other than what are commonly available such as environmental studies, engineering studies, or ADA determinations fall outside the scope of this analysis unless provided by a party to this assignment.
- Performed a highest and best use analysis of the subject property and abutting land.

The sales comparison approach for land is utilized to develop an opinion of land value because market participants rely on this method. The subject is valued as vacant land so the cost approach is not applicable. The subject is valued as vacant land and so the sales comparison approach for improved property is not applicable. Being valued as vacant land, the income approach for improved property is not applicable. Furthermore, surface rights in this area are not purchased based on income production.

The subject is valued via Across-the-Fence (ATF) methodology. The Real Estate community has long recognized the ATF methodology for valuing corridors and street vacations. The methodology evaluates the abutting properties, essentially as a proxy for the subject, since direct comparables are not available (streets are not typically sold on the open market). The concept of ATF attempts to recognize the value of a corridor property that was ostensibly assembled from abutting properties to create an economic unit that benefits from a unique size, shape and the element of connectivity between two points. The premium for such assemblage is often the subject of debate (as it may be tied to business value); however, the underlying premise that the abutting lands are suitable as the valuation foundation is generally acknowledged by appraisers. As noted above, the subject is zoned CM (Commercial Marine) by the City of Anacortes. This is the value upon which a typical seller would base an offering price. It is logical to expect that the abutting owner would recognize the similar utility afforded to his/her property if assembled.

Land Value - Unencumbered

The value of easement rights is dependent upon the value of the underlying land, as well as specific rights contained within a particular easement. As such, in order to estimate the value of an easement, the value of the underlying land, as unencumbered, must first be established.

Based on our comparative analysis, the following charts summarize the comparable sales and listings, as well as the adjustments warranted to each comparable. The comparables utilized represent the best data available for comparison with the subject. These sales were chosen based upon their date of sale, location, and physical characteristics.

SUMMARY OF COMPARABLE LAND SALES									
No.	Property Location	Transaction Date	Actual Sale Price	Analysis Price	Size (SF)	Size (Acres)	Adj. Price Per Acre	Adj. Price Per SF	Zoning
1	8642 S. March's Point Road Anacortes, WA 98221	Nov-21	\$425,000	\$425,000	34,979	0.80	\$529,265	\$12.15	LM1
2	1101 Roosevelt Avenue Mount Vernon, WA 98233	May-21	\$310,000	\$310,000	46,174	1.06	\$292,453	\$6.71	C-2
3	225 Chenoweth Road Mount Vernon, WA 98273	Jan-20	\$335,000	\$335,000	42,199	0.97	\$345,789	\$7.94	C-L
4	101 E. Marine View Drive Everett, WA 98201	Apr-19	\$2,700,000	\$2,700,000	337,154	7.74	\$348,837	\$8.01	M-2
5	601 SE Pioneer Way Oak Harbor, WA 98277	Oct-18	\$600,000	\$600,000	50,212	1.15	\$520,517	\$11.95	CBD
6	309 34th Street Anacortes, WA 98221	Listing	\$8,200,000	\$5,185,648	287,496	6.60	\$785,704	\$18.04	I
Subject	Anacortes Easement Relinquishment Abutting Cap Sante Marina, Anacortes, Skagit County, WA 98221	---	---	---	22,102	0.51	---	---	CM
Compiled by CBRE									

We have considered the Dates of Sale in our analysis of all of the comparable sales, though per standard ATF methodology and the requirements of our client as we understand them, we have not considered size or shape of the comparable sales. When necessary, adjustments were made for differences in various elements of comparison, including property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, and other physical characteristics. If the element in comparison is considered superior to that of the subject, we applied a negative adjustment. Conversely, a positive adjustment was applied if inferior. A summary of the elements of comparison follows.

LAND SALES ADJUSTMENT GRID						
Comparable Number	1	2	3	4	5	6
Transaction Type	Sale	Sale	Sale	Sale	Sale	Available/Listing
Transaction Date	Nov-21	May-21	Jan-20	Apr-19	Oct-18	Listing
Actual Sale Price	\$425,000	\$310,000	\$335,000	\$2,700,000	\$600,000	\$8,200,000
Adjusted Sale Price ¹	\$425,000	\$310,000	\$335,000	\$2,700,000	\$600,000	\$5,185,648
Size (SF)	34,979	46,174	42,199	337,154	50,212	287,496
Adj. Price Per SF	\$12.15	\$6.71	\$7.94	\$8.01	\$11.95	\$18.04
Property Rights Conveyed	0	0	0	0	0	0
Financing Terms	0	0	0	0	0	0
Conditions of Sale	0	0	0	0	0	0
Market Conditions (Time)	0	Inf(+)	Inf(+ +)	Inf(+ +)	Inf(+ +)	Sup(--)
Interim Indication	\$12.15	>\$6.71	>\$7.94	>\$8.01	>\$11.95	\$18.04
Location	Inf(+)	Inf(+)	Inf(+)	Sup(-)	Inf(+)	Inf(+)
Site Quality	Sup(--)	Sup(-)	Sup(-)	Sup(-)	Sup(--)	Sup(-)
Utilities/Access	No Adj.	No Adj.	No Adj.	No Adj.	No Adj.	No Adj.
Zoning/Land Use	Inf(+)	Inf(+)	Inf(+)	Inf(+)	Sup(-)	Inf(+)
Cumulative Indication	Similar	Inferior	Inferior	Inferior	Similar	Superior

¹ Adjusted sale price for contributory value of improvements, contributory value of mineral interests, expenditures made immediately after the sale, cash equivalency and/or development costs (where applicable). See Land Sale Data Sheets in the Addenda for details.

Compiled by CBRE

Conclusion and Reconciliation of Land Value - Unencumbered

Prior to adjustments, the comparable sales range from \$6.71 per square foot to \$18.04 per square foot. After adjustments, the range narrows, with Comparable 6 establishing the upper end of value at \$18.04 per square foot, and Comparable 4 setting the low end of the range at \$8.01. Comparables 1 and 5, which sold for \$12.15 and \$11.95 per square foot, respectively, are considered similar overall to the subject property, suggesting a value for the subject near the middle of the indicated range.

In consideration of all of the above, as of March 10, 2022, a base value of **\$12.00 per square foot** for the upland portions of the subject property, unencumbered, is considered reasonable.

Easement Rights Valuation

The subject of this appraisal is the retained utility easement rights within a 22,102-square-foot portion of former street right-of-way, consisting of portions of vacated Motorline Avenue, 7th Street, and T Avenue, vacated via City of Anacortes Ordinance 1201. Overall, Ordinance 1201 vacated 286,426 square feet of upland area and 466,926 square feet of first-class tidelands, though the subject of this report is the utility easement rights retained within the aforementioned 22,102 square feet of upland. In the ordinance which vacated the former street rights-of-way, the City of Anacortes retained blanket easements for utilities within the entirety of the vacated area. The Port of Anacortes has proposed relinquishment of the retained easement rights within the 22,102-square-foot subject area. In effect, the Port of Anacortes intends to acquire the City's previously retained easement rights within the subject area while leaving in place the retained easements within the remainder of the previously vacated rights-of-way.

An easement involves a discount to the value of a property to account for the loss of property rights associated with the encumbrance. In accordance with the "bundle of rights" theory of property, real property can be analyzed as a bundle of rights or a bundle of sticks with the fee interest representing the complete bundle. An encumbrance under this analogy represents the loss or the taking of some of these rights, or sticks, in the bundle. Typically, the property is then of less value due to the owner's loss of some rights associated with fee ownership. We have been unable to identify sales of similar property with and

without a similar encumbrance and will evaluate the affect based on a review of other easement data.

Impacts due to easements and encumbrances such as this are based upon actual sales, transactions by public and private entities, case studies, and literature published by the Appraisal Institute and the American Right of Way Association. Our easement experience includes numerous Appraisals of actual acquired easements and encumbrances including the following:

- Powerlines
- Sewer lines
- Natural gas lines
- Water lines
- Sidewalk, slope, and construction easements
- Wall and wall maintenance easements
- Road rights-of-way
- Avigation easements
- Conservation easements
- Flowage easements

Our experience reflects the full range of loss depending on utility for future use. Easement acquisition impacts are derived, in part, from ongoing surveys performed by our firm. The surveys involve interviews with numerous parties that either own significant corridors or rights of way and/or are active in obtaining and granting easements, licenses, permits, and other similar instruments. We have interviewed representatives of the Bonneville Power Administration (BPA), Puget Sound Energy (PSE), Seattle Public Utilities (SPU), and Snohomish County PUD, as well as employees at various cities and utility districts in the Puget Sound region. The surveys revealed that the calculation of easement damages for subterranean easements may range generally from 10% to 50% with the lower end of the range for easements along the periphery of property boundaries, or within areas that are otherwise not buildable due to setbacks required by zoning. Aerial and surface easements tend to reflect increased discounts above 50%, and in some cases, close to 100%. This higher discount reflects the increased reduction in potential uses afforded to the underlying fee simple property owner by such easements.

Typical Easement Discounts		
Exclusive Surface Use	75%	100%
Joint Surface Use/Access	25%	75%
Air Rights (Gudeways, Powerlines)	25%	75%
Subsurface	15%	50%
Compiled by CBRE		

The following are specific examples based on our surveys from various agencies for easements:

Summary of Easement Support Information					
Bonneville Power Administration (BPA)	Surface & Aerial	High Voltage Power Transmission Lines	25% to 100%	*	See Note 1
* Low end of range paid by BPA for esmts. in rural and agricultural areas; Higher end (75-100%) of range is in urban areas Note 1) Typically released to owners at no cost. Theory being BPA has reached full benefit of that easement. In cases where acquired, but surplusd & never used, can be amt. BPA paid, or FMV times a discount. No specific examples were available.					
City of Kenmore	Surface	Slope Easements	30%		
As part of the SR-522 Highway Improvement project, City of Kenmore acquired various surface and subsurface easements for the project.					
Puget Sound Energy (PSE)	Surface, Subsurface & Aerial	Road & Utility Crossings	50%	*	No specific cases
	Subsurface	Linear Pipe	25% to 50% (37.5% avg) 25% to 75%	** ***	
*Discount applied by PSE for minor esmt. crossings in urban areas. For remote locations, a min. fee of \$500 is charged. **Granted by PSE to SPU for Tolt 2-water pipeline encumbering 30' of the 150' corridor *** Disc. Applied to the esmt area only for PSE acquired easements. Low end for esmts in required setbacks.					
Snohomish County PUD (SnoPUD)	Surface & Subsurface	Utility Crossings	50-100% 10-20%	* **	No specific cases
*Discount applied by SnoPUD for significant encumbrance. **Discount applied for less significant encumbrance, with low-end of discount pertaining to w/in setback areas.					
Sammamish Water & Sewer	Surface & Subsurface	Utility Crossings	15-50%	*	No specific cases
*Discount applied by Samm Water based on either Appraisal or Assessed Value.					
Seattle City Light	Surface & Subsurface	Utility Crossings	25-100%	*	No specific cases See Note 1
*Discount applied by Seattle City: 25-50% for less significant encumbrances; 75-100% for Transmission Lines. Note 1) No specific case for reversionary interests; however, would likely perform in reverse of easement acquisition (i.e. sell back @ same discount).					
Woodinville Water District	Subsurface	Utility Crossings	15-25%	*	No specific cases
*Discount applied by Woodinville Water: 15-25% for easement encumbrances; based on either Appraisal or Assessed Value.					
Alderwood Water District	Subsurface	Utility Crossings	30-40%	*	No specific cases
*Discount applied by Alderwood Water: 30-40% depending on level of easement encumbrance.					
King County DOT	Surface & Subsurface	Road & Utility Crossings	50-100%	*	No specific cases
*Discount applied by King County DOT with 1 of 3 classes: A Class Road (DOT Paid for it & maintain it): Discount applied at 100% of Appraised or Assessed Value. B Class Road (DOT didn't pay for it but maintain it): Discount applied at 75% of Appraised or Assessed Value. C Class Road (DOT didn't pay for it & don't maintain it): Discount applied at 50% of Appraised or Assessed Value.					
Northshore Utility District (NUD)	Subsurface	Water & Sewer Mains/Crossings	25% to 50%	*	
*Low end of range paid by NUD using Assessed Value for esmt. in a yard setback; higher end reflecting site area outside of a required setback. Source: CBRE VAS Group					

The relative impacts from the easement are still analyzed pursuant to highest and best use of the subject in the After condition.

In addition to our survey and research, the following published information provides guidance for support of diminution in value for various easements:

Easement Rights Balance Sheet			
Appraisal of Easements under the State Rule, Appraisal Journal			
Negligible Restrictions	None, ephemeral or occasional	No change to HBU or Larger Parcel	Nominal to 10%
Variable Restrictions	Physical joint use of surface	Variable change to HBU and/or Larger Parcel	50% more or less
Exclusive Restrictions	Exclusion of owners private use	Substantial change in HBU; Severance from Larger Parcel	90% to 100%
Compiled by CBRE			

The above chart was written by Donald Sherwood, SR/WA for the May/June 2006 Right of Way Journal. It has been included here as a general guide in examining the effect an easement or encumbrance may have on the total bundle of rights when considering the level of severity/impact of the easement, and whether or not there is a potential for change of the highest and best use of the site.

EASEMENT RIGHTS VALUATION CONCLUSION

As discussed, the previously retained easements are blanket utility easements and are primarily subsurface in nature. According to our research and discussions with the client, the areas surrounding the subject property are currently fully served by existing utilities which are not located within the subject property's easement areas. And given the relatively large easement areas retained via the street vacations, the likelihood of the easement rights being utilized within the subject is considered to be negligible.

The value of easement rights, like all property rights, is influenced by the principle of supply and demand, and it is our opinion that there is little current or future demand for the use of the subject utility easements. Nonetheless, the easements represent a legal right held by the City of Anacortes and an encumbrance on the underlying land. As such, a residual easement value of 5% of the underlying land value, as unencumbered, is considered appropriate. In other words, the value of the easement rights is concluded to be equal to 5% of the fee simple value of the underlying land. Using the previously concluded land values, we apply the 5% to arrive at concluded values of **\$0.60 per square foot** for subject easement rights.

Summary of Conclusions

The following summarizes our ATF conclusions of value for the easement rights, as of March 10, 2022:

SUMMARY OF VALUE CONCLUSIONS				
ATF Value per SF (Base)				
Underlying Land - Unencumbered	\$12.00			
	Residual Esmt. Value	ATF Value per SF	Land Area (SF)	Easement Value
<u>Ordinance 1201 (Portion)</u>				
Upland Area - Easement Rights	5%	\$0.60	22,102	\$13,261
Rounded				\$13,000
Compiled by CBRE				

Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Washington.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. As of the date of this report, Tim Lovell has not and Murray Brackett has completed the continuing education program for Designated Members of the Appraisal Institute.
10. As of the date of this report, Tim Lovell has not and Murray Brackett has not completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.
11. Tim Lovell and Murray Brackett have made a personal inspection of the property that is the subject of this report.
12. No one provided significant real property appraisal assistance to the persons signing this report. including market research, comparable analysis, valuation, and report writing.
13. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
14. Tim Lovell and Murray Brackett have not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Tim Lovell
Appraiser_Certification

Murray Brackett
Reviewer_Certification

Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, “CBRE”) has not inspected the subject property. We engaged an independent third party to complete a Commercial Observation report with photographs to assist in our analysis. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the “Report”), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
 - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
 - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
 - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
 - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
 - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
 - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
 - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, nor national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
 - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently or super-efficiently.
 - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation

environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.

- (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.
- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or behalf of the client, property owner, or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including without limitation any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.
10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.
13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.
16. CBRE, Inc. is not qualified to detect the existence of any potentially hazardous materials such as lead paint, asbestos, urea formaldehyde foam insulation, or other potentially hazardous construction materials on or in the land or improvements. The existence of such substances may affect the value of the property. For the purpose of this assignment, we have assumed there are no hazardous materials that would cause a loss in value to the subject.
17. A soils analysis for the site has not been provided for the preparation of this appraisal. In the absence of a soils report, it is a specific assumption that the site has adequate soils to support the highest and best use.

ADDENDA

ADDENDUM A

Subject Photographs

Subject Photographs



Facing north from south of the southwest portion of the subject.



Facing generally east from near western boundary of subject.



Facing south from near western boundary of the subject.



Facing generally northeast from near western boundary of the subject.



Facing south along T Avenue, near eastern boundary of the subject.

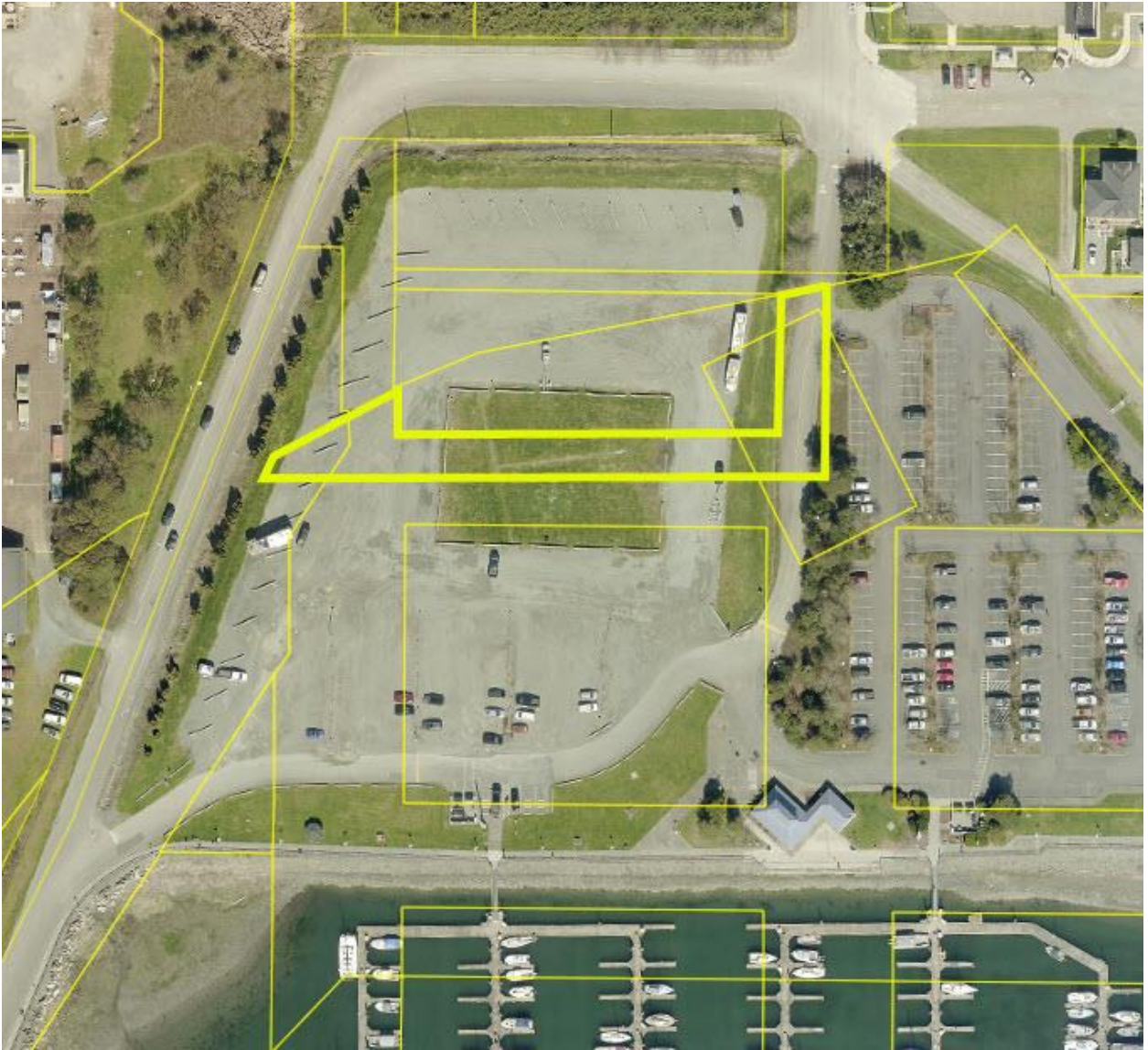


Facing west from near eastern boundary of the subject.

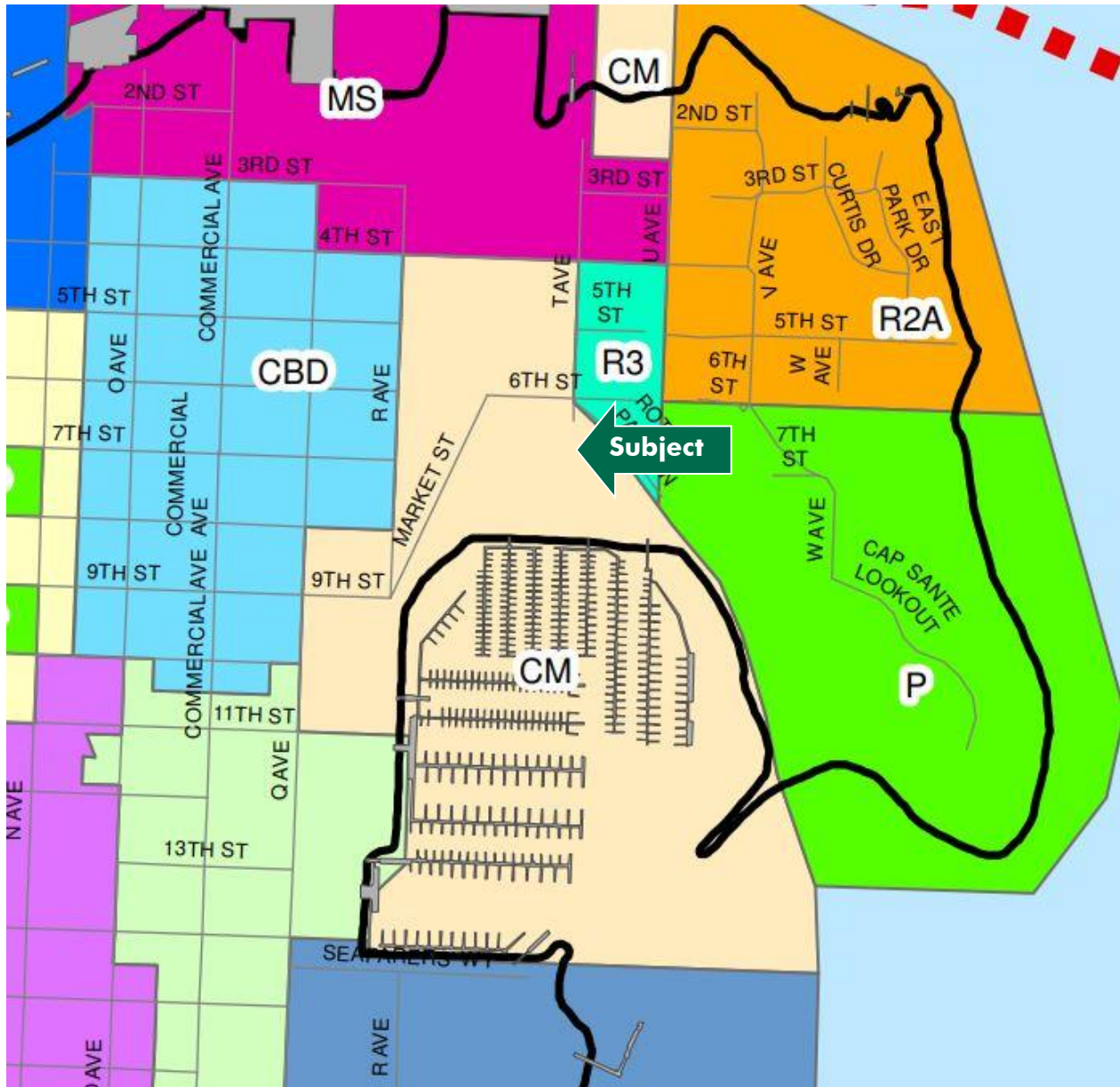
ADDENDUM B

Subject Exhibits

AERIAL



ZONING MAP



SOILS MAP



9

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
55	Fidalgo-Lithic Xerochrepts-Rock outcrop complex, 3 to 30 percent slopes	0.2	1.9%
165	Xerorthents, 0 to 5 percent slopes	9.4	98.1%
Totals for Area of Interest		9.6	100.0%

FEMA FLOODPLAIN MAP

National Flood Hazard Layer FIRMMette



122°36'42"W 48°31'10"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000
Base map: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, AE, AD
	With BFE or Depth Zone AE, AD, AH, VE, AR
OTHER AREAS OF FLOOD HAZARD	Regulatory Floodway
	0.2% Annual Chance Flood Hazard. Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee. See Notes, Zone D
OTHER AREAS	Area with Flood Risk due to Levee Zone D
	Area of Minimal Flood Hazard Zone X
GENERAL STRUCTURES	Effective LOMRs
	Area of Undetermined Flood Hazard Zone D
OTHER FEATURES	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
MAP PANELS	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
OTHER FEATURES	Base Flood Elevation Line (BFE)
	Limit of Study
OTHER FEATURES	Jurisdiction Boundary
	Coastal Transect Baseline
OTHER FEATURES	Profile Baseline
	Hydrographic Feature
MAP PANELS	Digital Data Available
	No Digital Data Available
MAP PANELS	Unmapped
	The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/21/2022 at 1:33 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRMM panel number, and FIRMM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

ADDENDUM C

Comparable Data Sheets

Sale**Land - Industrial****No. 1**

Property Name March's Point Light Industrial Lot
 Address 8642 S. March's Point Road
 Anacortes, WA 98221
 United States

Government Tax Agency Skagit County
 Govt./Tax ID P133587

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.803	34,979
Land Area Gross	0.803	34,979

Site Development Status	Raw
Shape	Irregular
Topography	Generally Level
Utilities	All available

Maximum FAR N/A
 Min Land to Bldg Ratio N/A
 Maximum Density N/A

Frontage Distance/Street 120 ft S. March's Point Road

General Plan N/A
 Specific Plan N/A
 Zoning LM1
 Entitlement Status N/A

**Sale Summary**

Recorded Buyer Felipe Luevanos & Norma Luevanos, a married couple
 True Buyer N/A
 Recorded Seller JH AND JK LLC
 True Seller N/A

Marketing Time 4 Month(s)
 Buyer Type End User
 Seller Type End User
 Primary Verification Selling Broker, NWMLS, CBA, CoStar, Public Records

Interest Transferred N/A
 Current Use N/A
 Proposed Use Self-Storage
 Listing Broker Jean Groesbeck
 Selling Broker Karen Petersen - 360-202-0643
 Doc # 202112090053

Type	Sale
Date	11/23/2021
Sale Price	\$425,000
Financing	All Cash
Cash Equivalent	\$425,000
Capital Adjustment	\$0
Adjusted Price	\$425,000

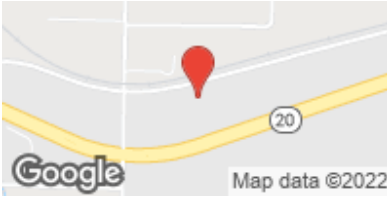
Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Price/ac and /sf</u>
11/2021	Sale	Felipe Luevanos & Norma Luevanos, a married couple	JH AND JK LLC	\$425,000	\$529,265 / \$12.15

Sale	Land - Industrial	No. 1
------	-------------------	-------

Units of Comparison		
\$12.15 / sf	N/A / Unit	
\$529,265.26 / ac	N/A / Allowable Bldg. Units	
	N/A / Building Area	

Map & Comments



Map data ©2022

This is the November 2021 sale of a 34,979-square-foot (0.80-acre) tax parcel located on S. March's Point Road in Anacortes. The property is mostly level and irregularly shaped, with a narrow strip extending to the SR-20 right-of-way, potentially allowing for signage along the highway. It is zoned LM1 (light manufacturing) by the City of Anacortes. All utilities are available. The property was improved with a 1,140-square-foot residence, built in 1920 and in poor condition. The selling broker stated that the buyer intends to demolish the structure, and it was of no contributory value. According to the listing broker, the buyer plans to build a self-storage facility on the property. It sold on November 23, 2021, for \$425,000, or \$12.15 per square foot.

Property Name Mount Vernon Commercial Land
 Address 1101 Roosevelt Avenue
 Mount Vernon, WA 98233
 United States

Government Tax Agency Skagit County
 Govt./Tax ID P121637

Site/Government Regulations

	Acres	Square feet
Land Area Net	1.060	46,174
Land Area Gross	1.430	62,291

Site Development Status	Finished
Shape	Rectangular
Topography	Generally Level
Utilities	All available

Maximum FAR N/A
 Min Land to Bldg Ratio N/A
 Maximum Density N/A

Frontage Distance/Street 180 ft Roosevelt Avenue

General Plan N/A
 Specific Plan N/A
 Zoning C-2
 Entitlement Status None

**Sale Summary**

Recorded Buyer	Jaime Diaz Zepeda & Erick Macias Quezada	Marketing Time	9 Month(s)
True Buyer	N/A	Buyer Type	End User
Recorded Seller	Jefferson Land Co., LLC	Seller Type	N/A
True Seller	N/A	Primary Verification	Listing Broker, NWMLS, Public Records
Interest Transferred	Fee Simple/Freehold	Type	N/A
Current Use	N/A	Date	5/12/2021
Proposed Use	N/A	Sale Price	\$310,000
Listing Broker	Jeff Ingman - 360-202-2859	Financing	Cash to Seller
Selling Broker	Manuel Rosas	Cash Equivalent	\$310,000
Doc #	202105180148	Capital Adjustment	\$0
		Adjusted Price	\$310,000

Transaction Summary plus Five-Year CBRE View History

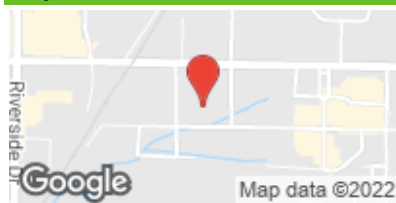
<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Price/ac and /sf</u>
05/2021	N/A	Jaime Diaz Zepeda & Erick Macias Quezada	Jefferson Land Co., LLC	\$310,000	\$292,453 / \$6.71

Units of Comparison

\$6.71 / sf
\$292,452.83 / ac

N/A / Unit
N/A / Allowable Bldg. Units
N/A / Building Area

Map & Comments



This is the May 2021 sale of a 62,291-square-foot (1.43-acre) lot located in Mount Vernon, one parcel removed from College Way. The property is zoned C-2 (general commercial) by the City of Mount Vernon, permitting a variety of commercial, retail, and lodging uses. It is rectangular in shape and generally level. At the northern end of the lot, opposite the road frontage, there is an installed stormwater detention pond serving the five-lot short plat and encumbering the property. According to the Skagit County Assessor, the detention pond area contains 16,117 square feet, which has been deducted from the gross site size, for a net of 46,174 square feet of useable area. (Per the C-2 zoning, there are no density/FAR limitations beyond setbacks, landscaping, parking, etc. requirements.) The property sold on May 12, 2021 for \$310,000, or \$6.71 per square foot of useable area.

Sale**Land - Retail / Commercial****No. 3**

Property Name Commercial Land
 Address 225 Chenoweth Road
 Mount Vernon, WA 98273
 United States

Government Tax Agency Skagit
 Govt./Tax ID P126618

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.969	42,199
Land Area Gross	0.969	42,199

Site Development Status	Semi-Finished
Shape	Rectangular
Topography	Generally Level
Utilities	All to site

Maximum FAR N/A
 Min Land to Bldg Ratio N/A
 Maximum Density N/A

Frontage Distance/Street	N/A Old Hwy. 99
Frontage Distance/Street	N/A Chenoweth Street

General Plan N/A
 Specific Plan N/A
 Zoning CL, Commercial/Limited Industrial
 Entitlement Status None

**Sale Summary**

Recorded Buyer	Savi Bank	Marketing Time	N/A
True Buyer	N/A	Buyer Type	End User
Recorded Seller	State Street Retail Center LLP	Seller Type	Developer
True Seller	N/A	Primary Verification	Listing Broker, CBA & Deed Records

Interest Transferred Fee Simple/Freehold
 Current Use N/A
 Proposed Use N/A
 Listing Broker Arvin Vander Veen, Colliers
 Selling Broker N/A
 Doc # 202001240132

Type	Sale
Date	1/24/2020
Sale Price	\$335,000
Financing	Cash to Seller
Cash Equivalent	\$335,000
Capital Adjustment	\$0
Adjusted Price	\$335,000

Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Price/ac and /sf</u>
01/2020	Sale	Savi Bank	State Street Retail Center LLP	\$335,000	\$345,789 / \$7.94

Sale	Land - Retail / Commercial	No. 3
------	----------------------------	-------

Units of Comparison

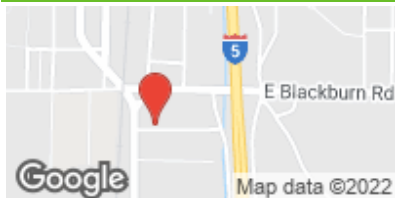
\$7.94 / sf
\$345,788.60 / ac

N/A / Unit
N/A / Allowable Bldg. Units
N/A / Building Area

Financial

No information recorded

Map & Comments



This is a corner parcel at the northeast corner of Old Highway 99 and Chenoweth Street at the entrance to the Mount Vernon Business Park. It represents Lot 5 within the larger development. The parcel was acquired by the adjacent owner Savi Bank (immediately north), who purchased it for expansion of the site and parking area serving their branch bank with drive-thru. Prior to this sale, the property had been marketed at an asking price of \$359,950 by Colliers.

Sale

Land - Industrial

No. 4

Property Name E. Marine View Drive Land
Address 101 E. Marine View Drive
Everett, WA 98201
United States

Government Tax Agency Snohomish
Govt./Tax ID 29050800102000

Site/Government Regulations

	Acres	Square feet
Land Area Net	7.740	337,154
Land Area Gross	7.740	337,154

Site Development Status	Finished
Shape	Irregular
Topography	Generally Level
Utilities	All to Site

Maximum FAR N/A
Min Land to Bldg Ratio N/A
Maximum Density N/A

Frontage Distance/Street N/A E. Marine View Drive

General Plan N/A
Specific Plan N/A
Zoning M-2, Heavy Manufacturing
Entitlement Status N/A



Sale Summary

Recorded Buyer	Shadow Development LLC	Marketing Time	0 Month(s)
True Buyer	Shadow Development LLC	Buyer Type	Private Investor
Recorded Seller	Blunt Family, LLC	Seller Type	Private Investor
True Seller	Blunt Family, LLC	Primary Verification	Confidential, Snohomish County Assessor

Interest Transferred Fee Simple/Freehold
Current Use Industrial Land
Proposed Use BTS industrial facility
Listing Broker No brokerage
Selling Broker No brokerage
Doc # N/A

Type	Sale
Date	4/23/2019
Sale Price	\$2,700,000
Financing	Market Rate Financing
Cash Equivalent	\$2,700,000
Capital Adjustment	\$0
Adjusted Price	\$2,700,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
04/2019	Sale	Shadow Development LLC	Blunt Family, LLC	\$2,700,000	\$348,837 / \$8.01

Sale	Land - Industrial	No. 4
------	-------------------	-------

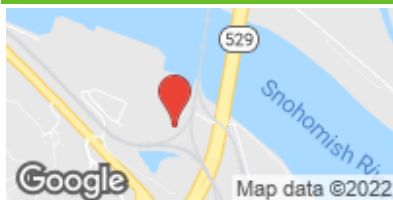
Units of Comparison

\$8.01 / sf	N/A / Unit
\$348,837.21 / ac	N/A / Allowable Bldg. Units
	N/A / Building Area

Financial

No information recorded

Map & Comments



This comparable represents the sale of a 7.74 acre (337,154 square foot) industrial site located at 101 E. Marine View Drive in Everett, Washington. The site is irregular in shape and has average frontage along E. Marine View Drive. The site has rail access along the Burlington Northern Railroad, but there is no rail spur. The property also has water frontage along the Snohomish River, but there is no water access or water rights. The property was not openly marketed, and no brokerage was involved. However, based upon conversations confidential market participants knowledgeable of the sale, it is an arm's length transaction and was reported to be at a fair market price. The property sold in April 2019 for \$2,700,000 or \$8.01 per square foot.

Sale**Land - Multi Unit Residential****No. 5**

Property Name Multi-family residential site
 Address 601 SE Pioneer Way
 Oak Harbor, WA 98277
 United States

Government Tax Agency Island
 Govt./Tax ID Multiple

Site/Government Regulations

	Acres	Square feet
Land Area Net	1.153	50,212
Land Area Gross	N/A	N/A

Site Development Status	Raw
Shape	Irregular
Topography	Moderate Slope
Utilities	All Available

Maximum FAR N/A
 Min Land to Bldg Ratio N/A
 Maximum Density N/A

Frontage Distance/Street N/A Pioneer Way SE

General Plan N/A
 Specific Plan N/A
 Zoning CBD
 Entitlement Status N/A

**Sale Summary**

Recorded Buyer	Pioneer Way Housing LLLP	Marketing Time	16 Month(s)
True Buyer	Pioneer Way Housing LLLP	Buyer Type	Developer
Recorded Seller	Edward Beeskma	Seller Type	Private Investor
True Seller	Edward Beeskma	Primary Verification	Lanny Nienhuis, Coldwell Banker-Koetje Real Estate
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	N/A	Date	10/25/2018
Proposed Use	N/A	Sale Price	\$600,000
Listing Broker	Coldwell Banker	Financing	Market Rate Financing
Selling Broker	N/A	Cash Equivalent	\$600,000
Doc #	4454477	Capital Adjustment	\$0
		Adjusted Price	\$600,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
10/2018	Sale	Pioneer Way Housing LLLP	Edward Beeskma	\$600,000	\$520,517 / \$11.95

Sale	Land - Multi Unit Residential	No. 5
------	-------------------------------	-------

Units of Comparison		
\$11.95 / sf	N/A / Unit	
\$520,517.05 / ac	N/A / Allowable Bldg. Units	
	N/A / Building Area	

Financial
No information recorded

Map & Comments	
	This is the sale of a 1.15-acre site at 601 SE Pioneer Way in downtown Oak Harbor. It sold for \$600,000 or \$11.95 per square foot after being listed on the open market for roughly 16 months. It was originally listed for \$750,000. The project is proposed to be developed with a 51-unit affordable housing complex that would be located near Hal Ramaley Park. It would also have retail space and a public plaza on the ground level. Half the units would be for individuals who make 50 percent of the area median income and the other half would be for those who make 30 percent of area median income or below. The broker noted the sale price was skewed downwards due to the sloping site and subsequent complications with future development. At the highest point, the site slopes downwards roughly 20 feet from SE Pioneer Way to SE Bayshore Drive.

Property Name Anacortes Waterfront Commercial/Industrial Site
 Address 309 34th Street
 Anacortes, WA 98221
 United States

Government Tax Agency Skagit County
 Govt./Tax ID Multiple

Site/Government Regulations

	Acres	Square feet
Land Area Net	6.600	287,496
Land Area Gross	34.600	1,507,176

Site Development Status	Raw
Shape	Irregular
Topography	Varies
Utilities	All available

Maximum FAR N/A
 Min Land to Bldg Ratio N/A
 Maximum Density N/A

Frontage Distance/Street 340 ft V Place

General Plan N/A
 Specific Plan N/A
 Zoning I, CM
 Entitlement Status None

**Sale Summary**

Recorded Buyer	N/A	Marketing Time	31 Month(s)
True Buyer	N/A	Buyer Type	N/A
Recorded Seller	GBH Investments, LLC	Seller Type	N/A
True Seller	N/A	Primary Verification	Listing Broker, CBA, Public Records

Interest Transferred Fee Simple/Freehold
 Current Use N/A
 Proposed Use N/A
 Listing Broker Jarrod Ball - 360-855-8875
 Selling Broker N/A
 Doc # N/A - Listing

Type	Available/Listing
Date	3/10/2022
Sale Price	\$8,200,000
Financing	Not Available
Cash Equivalent	\$8,200,000
Capital Adjustment	\$0
Adjusted Price	\$8,200,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
03/2022	Available/Listing	N/A	GBH Investments, LLC	\$8,200,000	\$1,242,424 / \$28.52

Units of Comparison

\$28.52 / sf
\$1,242,424.24 / ac

N/A / Unit
N/A / Allowable Bldg. Units
N/A / Building Area

Financial

No information recorded

Map & Comments



This is the active listing of approximately 6.60 acres of uplands with an additional 34.6 acres of tidelands. The property is split-zoned, with the norther portion (including the upland area) zoned Industrial and the southern tidelands zoned Commercial Marine. The current asking price is \$8,200,000. According to the broker, the base value attributed to the uplands is \$23.00 per square foot (once filled) and \$2.00 per square foot for the tidelands. Approximately \$1,400,000 was discounted to account for fill that would be needed for development. As such, the as-is value attributed to the uplands equals roughly \$13.17 per square foot. Regarding the tidelands, the listing broker stated that the attributed value is likely too high and that the tidelands provided only nominal, if any, value to most potential buyers. The broker further stated that the entire property, including the tidelands, is clean of environmental contamination, with the work being done by the Department of Ecology at no cost to the owner. As of mid-March 2022, the property has been on the market for over two years with no change in asking price. The broker noted that the seller is content to hold the property until their desired price is met. The upland area is currently being utilized for dry boat storage.

ADDENDUM D

Survey of Subject



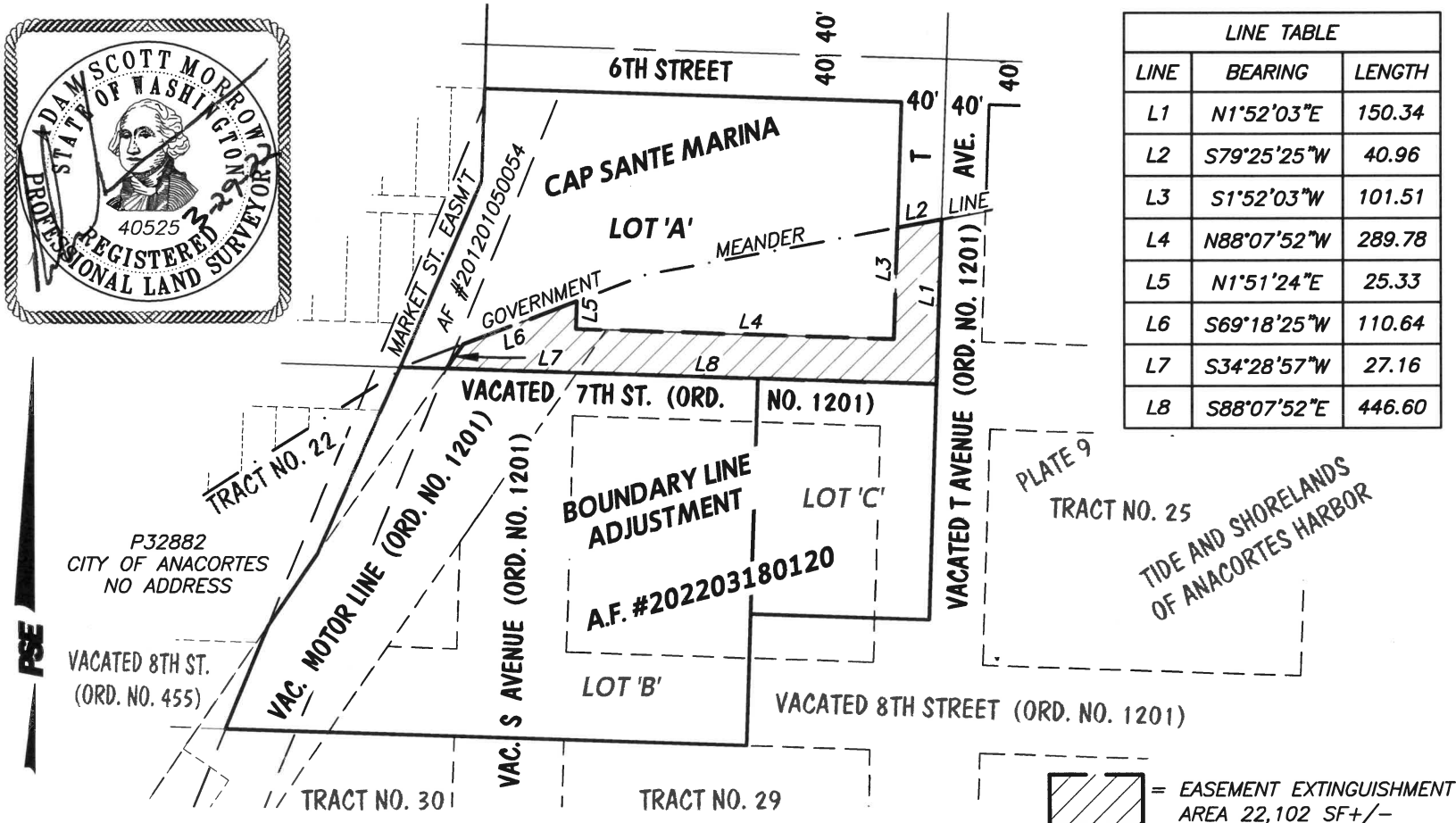
PACIFIC SURVEYING & ENGINEERING, INC.

909 Squallicum Way, Suite 111 | BELLINGHAM, WA 98225
T: 360.671.7387 | F: 360.671.4685
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM



EXHIBIT ' _ '

SITUATE IN A PORTION OF THE SW 1/4 AND SE 1/4 OF THE
SW 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST,
W.M., CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON



DWG: 2020064_svE_EXT_LOT A.dwg DATE: 3/29/22 JOB#: 2020064 SCALE: 1"=150' SHEET: 1 OF 1

ADDENDUM E

City of Anacortes Ordinance 1201

AN ORDINANCE vacating certain streets and alleys in the City of Anacortes, Washington.

WHEREAS, a petition praying for the vacation of certain streets and alleys in the City of Anacortes, Washington, was filed with the City Clerk by the Port of Anacortes, in which petition it was represented that the said Port of Anacortes owns all of the property abutting upon said streets and alleys sought to be vacated, and

WHEREAS, the City Council by Resolution fixed the time and place for the hearing of said Petition, and more than twenty (20) days prior to the date of said hearing notice thereof was duly posted and published according to law, and

WHEREAS, said hearing was duly held and there were no objections or protests entered or honored in connection with said Petition.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANACORTES DO ORDAIN AS FOLLOWS:

Section 1. That the following described streets and alleys in the City of Anacortes, Washington, hereby are declared to be vacated:

5th Street between the east line of S and the West line of T Avenues;

All of those portions of 7th, 8th, 9th, 11th and 13th Streets located on Plate 9 of Anacortes Tide and Shore Lands and east of the Great Northern Railway right of way;

All of those portions of 11th Street, 13th Street, Cap Sante Avenue, R Avenue, S Avenue, T Avenue, U Avenue and V Avenue located in Plate 10 of Anacortes Tide and Shore Lands and east of the Great Northern Railway right of way and north of the Cap Sante water way;

All of that portion of Motor Line Avenue lying east of the east line of the Great Northern Railway right of way;

All of that portion of R Avenue lying south of the ~~Great Northern Railway right of way~~ *South Line of Motor Line Avenue and North of North line of 13th*

All of those portions of S Avenue, T Avenue, U Avenue and V Avenue lying in Plate 9 and south of the meander line;

The alleys in Blocks 6 and 11 of Bowman's Central Ship Harbor Water Front Plat;

provided, however, that the City of Anacortes reserves for itself forever the right to go upon said street for the purpose of excavation for sewer, water pipe or mains and/or any and all other utility lines, conduits or services, and to lay sewer pipe, water pipe or mains and any and all other utility lines, conduits or services, and to maintain, repair, renew and replace the same and perform any and all work in connection therewith appropriate for the welfare of the public.

Section 2. This Ordinance shall take effect and be in force from and after five (5) days after its publication.

Dated this 6 day of November, 1956.

CITY OF ANACORTES

By

G. R. Pinson
G. R. Pinson, Mayor

ATTEST:

Frank D. Kimsey, Jr.
Frank D. Kimsey, Jr., City Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

W. V. Wells
W. V. Wells, City Attorney

ADDENDUM F

Qualifications



S. Murray Brackett, MAI

Director of Right of Way, Aviation and Public Projects, Northwest Region

T +1 206 292 1600

M +1 206 595 1068

E murray.brackett@cbre.com

WA. Lic. 1100853

Client Summary

- Various Cities
- Counties
- Airports
- Port Districts
- Financial Institutions
- Corporations/Non-Profits
- Conservation Entities
- Attorneys

Education

- Bachelor degree in Business Administration from Western Washington University
- All courses requisite for the MAI designation by the Appraisal Institute.

Professional Experience

Mr. Brackett has been Appraising Real Property since 1985 and is currently a Director with CBRE in the Valuation Advisory Services division. He was formerly a partner with ABS Valuation for over 20 years. Professional responsibilities include the full range of commercial, industrial, residential product, including complex land valuations up to 100,000 acres in size. A considerable portion of his work involves partial acquisitions relating to eminent domain and conservation easements. In addition, a wide variety of Aviation related appraisals have been completed, including Ground lease revaluation efforts, Appraisals of leasehold positions in Hangars and other buildings, aviation easements and property for airport expansion. Improved and unimproved valuations have been performed for acquisitions in fee, leased fee and leasehold interests, and various partial interest assignments such as conservation easements, utility easements, subsurface, air rights and minority interest acquisitions. UASFLA-compliant Appraisals have been prepared for a wide variety of agencies on a wide range of property types. Mr. Brackett has qualified as an expert witness in King, Kitsap, Pierce County Superior Courts, US District Court and Federal Bankruptcy Court. Geographic experience includes Washington, Oregon, Idaho, California, Nebraska, Iowa, Kansas, South Dakota, Alaska and British Columbia.

Clients Represented

Government

Cities: Anacortes, Arlington, Auburn, Bellevue, Bothell, Burien, Everett, Kenmore, Kent, Kirkland, Leavenworth, Lk Forest Park, Lynnwood, Maple Valley, Mount Vernon, North Bend, Port Angeles, Puyallup, Renton, Seattle, Snoqualmie, Tacoma, Woodinville.

Counties: Island, King, Kitsap, Pierce, Skagit, Thurston, Snohomish, Whatcom

Airports: Sea-Tac, Boeing Field, Paine Field, Renton Municipal, Auburn, Arlington, Bellingham, Olympia, William Fairchild, Sanderson Field, Felts Field, Centralia/Chehalis, Bremerton, Pullman, Orcas Island, Friday Harbor.

PROFILE

Other: Ports of Everett, Grays Harbor, Anacortes, Seattle, Shelton, Olympia, Bremerton, Port Angeles, Friday Harbor. Washington State DNR, Wa.St. Parks, WSDOT (approved appraiser), U.S. IRS, FAA, Sound Transit, USACE, US Navy. Numerous School Districts.

Financial Institutions

Bank of America, US Bancorp, KeyBank, Wells Fargo Trust, Commerce Bank, Homestreet, Umpqua, Charter Bank, Union Bank.

Corporations/NonProfits

Weyerhaeuser, WRECO, Tramco, Plum Creek, McDonalds Corp., PSE, Development Services of America, Lowe Enterprises, PACCAR, Hancock Natural Resources Group, The Trust for Public Land, Forterra, HDR, Sierra Pacific, Quadrant, Port Blakely, CH2M-Hill, Parsons Brinckerhoff, New Ventures Group, Williams Pipeline, Manke Lumber, Fletcher General, Costco, Nucor Steel.

Attorneys

Prosecuting Attorneys of numerous Cities and Counties, as well as Miller Nash, Williams & Williams, Karr Tuttle, Chmelik, Sitkin & Davis, PRK Livengood, Hillis Clark, Kenyon Disend, Perkins Coie, K&L Gates, Inslee Best, Tousley Brain Stephens, Davis Wright Tremaine, Pacifica Law Group, Betts Patterson Mines, Williams Kastner, Foster Garvey.

Other Experience

Instructor

- Runstad Real Estate Certification Program, University of Washington – Current
- IRWA – Previously Qualified as Level 3 Facilitator
- Former Income Property Appraisal Course Instructor, LWVT, Kirkland, Wa.

Presentations

- November 2019: Anatomy of an Appraisal Trial, The Seminar Group
- December 2014: Appraising Airports and Airplane Hangars, AI
- September 2009: Valuation of Airport Properties, WAMA
- October 2003: The Valuation of Non-Water Dependent Properties, WPMA

Professional Affiliations

- Appraisal Institute. Received MAI Designation May 2, 1997 (member # 11,258)
- Past President, Seattle Chapter of the Appraisal Institute, 2003
- IRWA. Current Chapter Treasurer
- Washington Airport Manager's Association (WAMA) – Associate Member

PROFILE

Tim Lovell

Senior Valuation Associate, Northwest Region

T +1 206 292 1600

M +1 360 460 9270

E tim.lovell@cbre.com

WA. Lic. 20101066

Professional Experience

Mr. Lovell has been involved in the real estate field since 2019. Appraisal assignments include fee simple and leased fee interests in typical commercial and industrial land and improved properties, right of way projects, and properties involving water rights issues. Clients include various private and public entities with valuations performed throughout King, Pierce, Snohomish, Skagit, Whatcom, and Kittitas Counties.

Education

University of Washington, Seattle, Washington:
Bachelor of Arts, English Literature, 2008

Appraisal Courses:

All appraisal courses required for Trainee License
General Appraiser Market Analysis and Highest and Best Use
General Appraiser Sales Comparison Approach
General Appraiser Income Approach
General Appraiser Site Valuation and Cost Approach

CBRE VALUATION & ADVISORY SERVICES

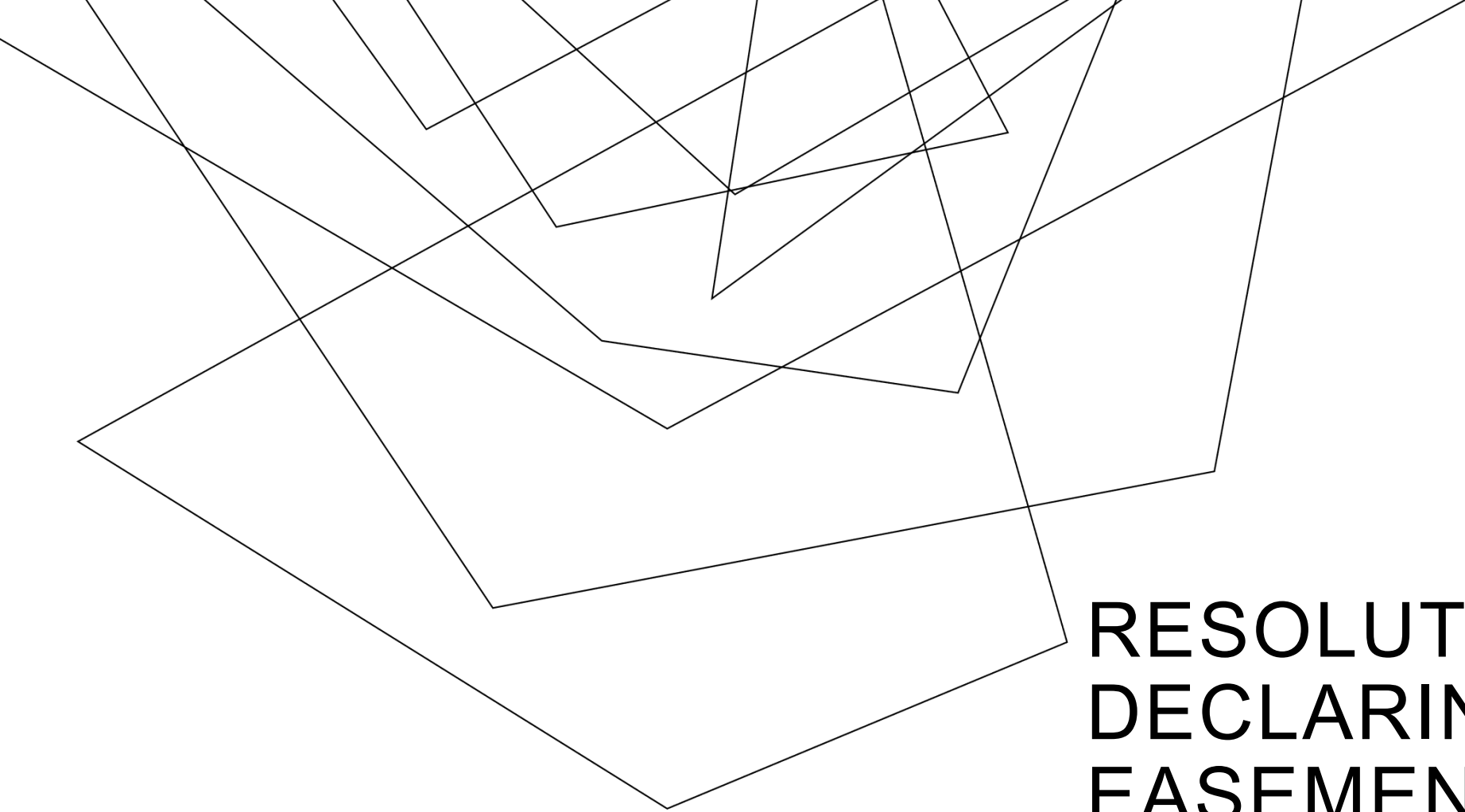
TIM LOVELL

Valuation & Advisory Services
206-292-1600
Tim.Lovell@cbre.com

MURRAY BRACKETT

Valuation & Advisory Services
206-292-6122

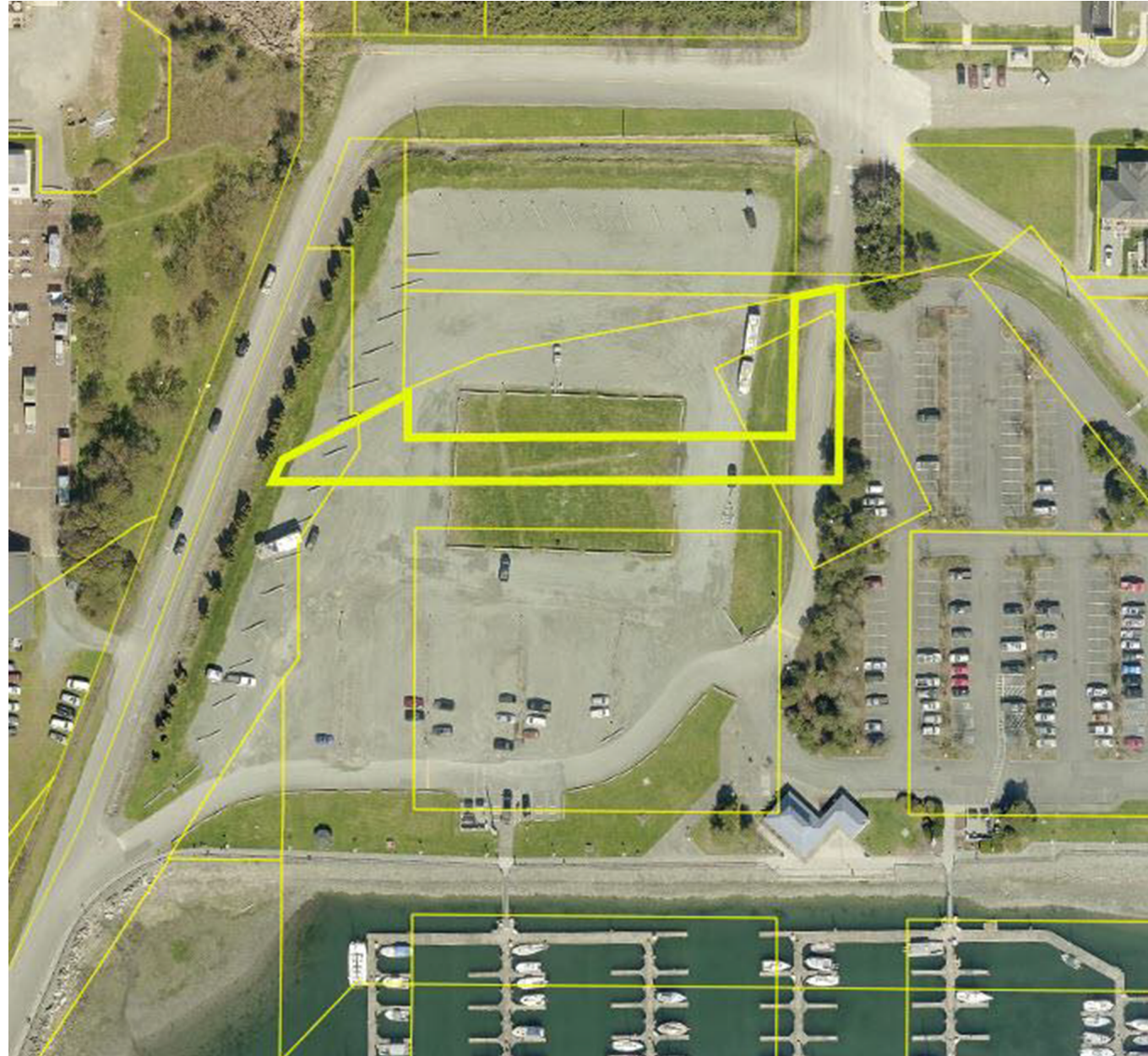
www.cbre.com



RESOLUTION 3097: DECLARING EASEMENTS SURPLUS

August 22, 2022

REQUESTED EASEMENT RELINQUISHMENT



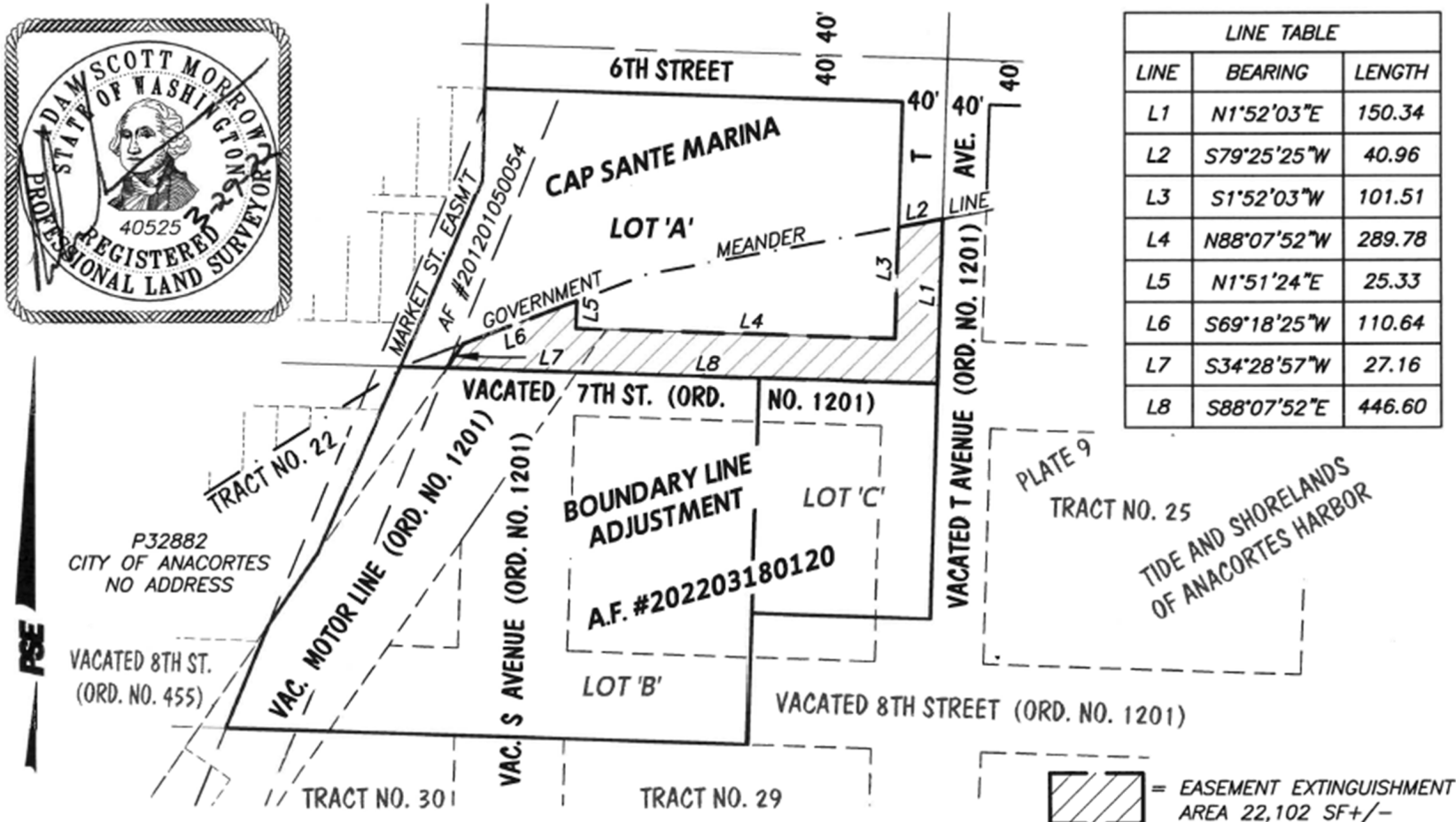
909 Squallicum Way, Suite 111 | BELLINGHAM, WA 98225
T: 360.671.7387 | F: 360.671.4685
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM



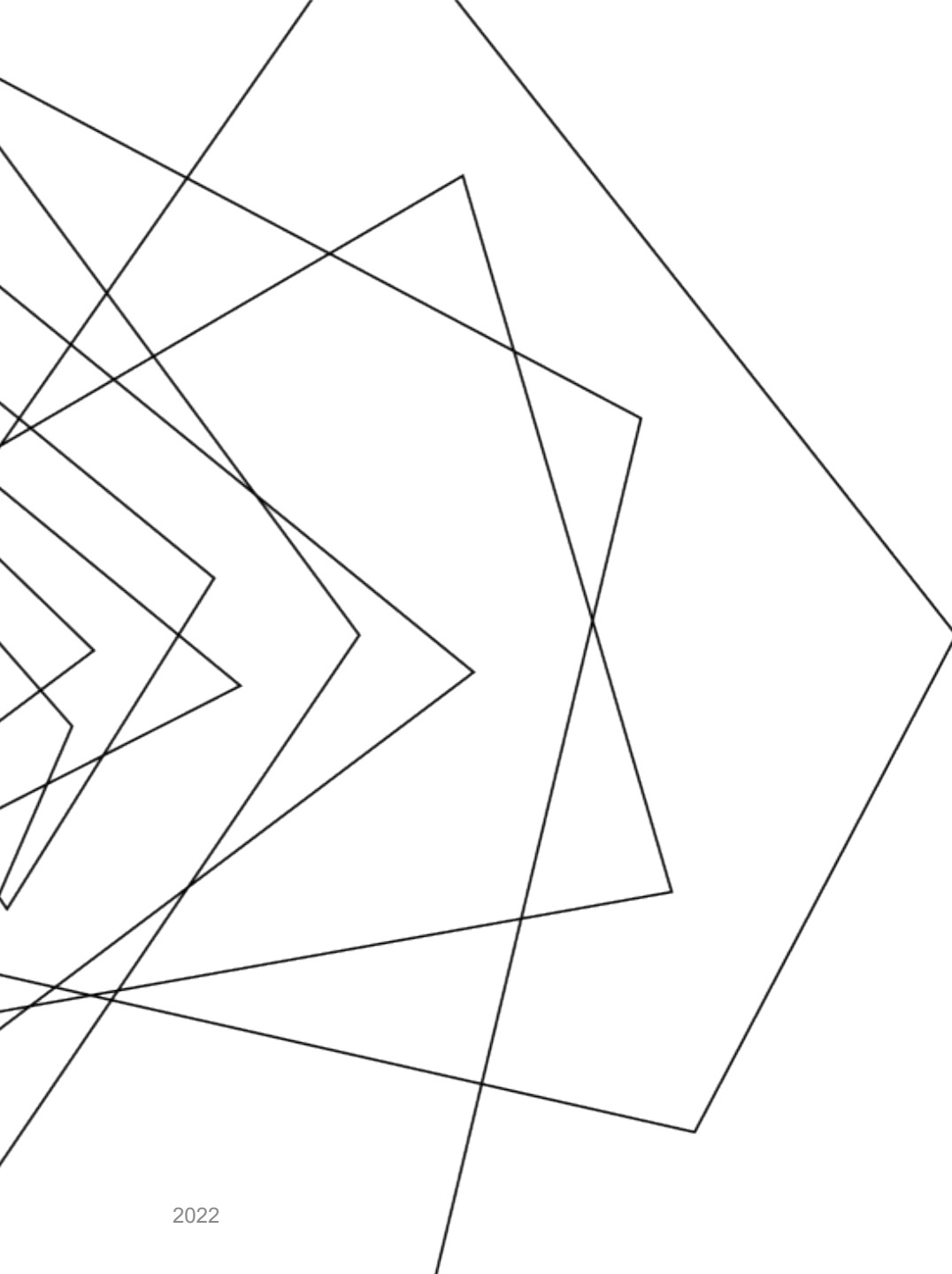
EXHIBIT ' _ '

SITUATE IN A PORTION OF THE SW 1/4 AND SE 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON

LINE TABLE		
LINE	BEARING	LENGTH
L1	N1°52'03"E	150.34
L2	S79°25'25"W	40.96
L3	S1°52'03"W	101.51
L4	N88°07'52"W	289.78
L5	N1°51'24"E	25.33
L6	S69°18'25"W	110.64
L7	S34°28'57"W	27.16
L8	S88°07'52"E	446.60



DWG: 2020064_svE_EXT_LOT A.dwg DATE: 3/29/22 JOB#: 2020064 SCALE: 1"=150' SHEET: 1 OF 1



BACKGROUND

NOVEMBER 6, 1956

City adopted ordinance 1201, which vacated portions of streets in the north basin area, but retained utility easements.

PRESENT DAY

Port is working on redevelopment of north basin and requested the old easements be relinquished.

AUTHORITY

RCW 35.94.040 allows the City to convey real property interests originally acquired for utility purposes by adopting a resolution declaring the interest surplus. No public hearing is required based on the value of the property interest.



City Council Agenda Bill

Meeting Date: September 6, 2022 **Agenda Item:** 6.b.

Agenda Item Title: Opioid Settlement Agreement

Staff Contact(s): DARCY SWETNAM

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
DARCY SWETNAM	Contract Award

Item Summary: This allocation agreement determines how funds are to be distributed from the settlement of claims against national opioid distributors spearheaded by the Washington Attorney General's office. The settlement anticipates up to \$518 million will be paid to Washington agencies over 17 years with \$430 million of that to be spent combating the opioid epidemic. The settlement is conditioned upon participation by all local agencies who have filed suit and at least 90% of remaining agencies with populations over 10,000 residents. The AG's office and local governments will split the \$430 million equally. Anacortes will receive 0.1774962906% of the settlement funds, or approximately \$380,000 over 17 years.

Budget Impact:

The City will receive approximately \$380,000 over 17 years.

Previous Action: None.

Recommended Motion: I move we authorize Mayor Miller to execute the Distributor Settlement Agreement on behalf of the City of Anacortes.

Alternative Actions:

Attachments (listed in order presented):

1. Allocation Agreement with exhibits - final
2. Local government signature pages for distributor settlement
3. Washington Distributor Settlement local governments - August 2022
4. One Washington Distribution MOA

ALLOCATION AGREEMENT GOVERNING THE ALLOCATION OF FUNDS PAID BY THE SETTLING OPIOID DISTRIBUTORS IN WASHINGTON STATE

AUGUST 8, 2022

This Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State (the “Allocation Agreement”) governs the distribution of funds obtained from AmerisourceBergen Corporation, Cardinal Health, Inc., and McKesson Corporation (the “Settling Distributors”) in connection with its resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State (“Local Governments”) against the Settling Distributors (the “Distributors Settlement”). The Distributors Settlement including any amendments are attached hereto as Exhibit 1.

1. This Allocation Agreement is intended to be a State-Subdivision Agreement as defined in Section I.VVV of the Global Settlement (the “Global Settlement”), which is Exhibit H of the Distributors Settlement. This Allocation Agreement shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Global Settlement.
2. This Allocation Agreement shall become effective only if all of the following occur:
 - A. All Litigating Subdivisions in Washington and 90% of Non-Litigating Primary Subdivisions in Washington as the terms are used in Section II.C.1 of the Distributors Settlement must execute and return the Subdivision Settlement Participation Form, Exhibit F of the Distributors Settlement (the “Participation Form”) by **September 23, 2022**. This form is also attached hereto as Exhibit 2.
 - B. The Consent Judgment and Stipulation of Dismissal with Prejudice, Exhibit G of the Distributors Settlement, is filed and approved by the Court.
 - C. The number of Local Governments that execute and return this Allocation Agreement satisfies the participation requirements for a State-Subdivision Agreement as specified in Exhibit O of the Global Settlement.
3. Requirements to become a Participating Local Government. To become a Participating Local Government that can participate in this Allocation Agreement, a Local Government must do all of the following:
 - A. The Local Government must execute and return this Allocation Agreement.
 - B. The Local Government must release their claims against the Settling Distributors and agree to be bound by the terms of the Distributors Settlement by timely executing and returning the Participation Form. This form is attached hereto as Exhibit 2.

- C. Litigating Subdivisions must dismiss the Settling Distributors with prejudice from their lawsuits. The Litigating Subdivisions are listed on Exhibit B of the Distributors Settlement.
- D. The Local Government must execute and return the One Washington Memorandum of Understanding Between Washington Municipalities (“MOU”) agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 3. As specified in Paragraph 10.A of this Allocation Agreement, the Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only.

A Local Government that meets all of the conditions in this paragraph shall be deemed a “Participating Local Government.” Alternatively, if the requirements of Paragraphs 2(A), 2(B), and 2(C) of this Allocation Agreement are satisfied and this Allocation Agreement becomes effective, then all Local Governments that comply with Paragraph 3(B) of this Allocation Agreement shall be deemed a “Participating Local Government.”

- 4. This Allocation Agreement applies to the Washington Abatement Amount as defined in Section IV.A of the Distributors Settlement. The maximum possible Washington Abatement Amount for the Distributors Settlement is \$430,249,769.02. As specified in the Global Settlement, the Washington Abatement Amount varies dependent on the percentage of Primary Subdivisions that choose to become Participating Local Governments and whether there are any Later Litigating Subdivisions as defined in Section I.EE of the Global Settlement.
- 5. This Allocation Agreement does not apply to the Washington Fees and Costs as defined in Section V of the Distributors Settlement. After satisfying its obligations to its outside counsel for attorneys’ fees and costs, the State estimates that it will receive approximately \$46 million for its own attorneys’ fees and costs pursuant to Section V.B.1 of the Distributors Settlement. The State shall utilize any and all amounts it receives for its own attorneys’ fees and costs pursuant to Section V.B.1 of the Distributors Settlement to provide statewide programs and services for Opioid Remediation as defined in Section I.SS of the Global Settlement.
- 6. While this Allocation Agreement does not apply to the Washington Fees and Costs as defined in Section V of the Distributors Settlement, Section V.B.2 of the Distributors Settlement estimates that the Settling Distributors shall pay \$10,920,914.70 to Participating Litigating Subdivisions’ attorneys for fees and costs. The actual amount may be greater or less. This Allocation Agreement and the MOU are a State Back-Stop Agreement. The total contingent fees an attorney receives from the Contingency Fee Fund pursuant to Section II. D in Exhibit R the Global Settlement, the MOU, and this Allocation Agreement combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel

on a contingency fee contract and City X receives \$1,000,000 from the Distributors Settlement, then the maximum that the firm can receive is \$150,000 for fees.)

7. No portion of the Washington Fees and Costs as defined in Section V of the Distributors Settlement and/or the State Share as defined in Paragraph 8.A of this Allocation Agreement shall be used to fund the Government Fee Fund (“GFF”) referred to in Paragraph 10 of this Allocation Agreement and Section D of the MOU, or in any other way to fund any Participating Local Government’s attorneys’ fees, costs, or common benefit tax other than the aforementioned payment by the Settling Distributors to Participating Litigating Subdivisions’ attorneys for fees and costs in Section V.B.2 of the Distributors Settlement.
8. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for Opioid Remediation as defined in Section I.SS of the Global Settlement, except as allowed by Section V of the Global Settlement. Exhibit 4 is a non-exhaustive list of expenditures that qualify as Opioid Remediation. Further, the Washington Abatement Amount shall and must be used by the State and Participating Local Governments as provided for in the Distributors Settlement.
9. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington (“State Share”).
 - B. Fifty percent (50%) to the Participating Local Governments (“LG Share”).
10. The LG Share shall be distributed pursuant to the MOU attached hereto as Exhibit 3 as amended and modified in this Allocation Agreement.
11. For purposes of this Allocation Agreement only, the MOU is modified as follows and any contrary provisions in the MOU are struck:
 - A. The MOU is amended to add new Section E.6, which provides as follows:

A Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only. If a Local Governments executes the MOU for purposes of this Allocation Agreement only, then the MOU will only bind such Local Government and be effective with respect to this Allocation Agreement and the Distributors Settlement, and not any other Settlement as that term is defined in Section A.14 of the MOU. To execute the MOU for purposes of this Allocation Agreement only, the Local Government may either (a) check the applicable box on its signature page of this Allocation Agreement that is returned or (b) add language below its signature lines in the MOU that is returned indicating that the Local Government is executing or has

executed the MOU only for purposes of the Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State.

- B. Exhibit A of the MOU is replaced by Exhibit E of the Global Settlement, which is attached as Exhibit 4 to this Agreement.
- C. The definition of “Litigating Local Governments” in Section A.4 of the MOU shall mean Local Governments that filed suit against one or more of the Settling Defendants prior to May 3, 2022. The Litigating Local Governments are listed on Exhibit B of the Distributors Settlement, and are referred to as Litigating Subdivisions in the Distributors Settlement.
- D. The definition of “National Settlement Agreement” in Section A.6 of the MOU shall mean the Global Settlement.
- E. The definition of “Settlement” in Section A.14 of the MOU shall mean the Distributors Settlement.
- F. The MOU is amended to add new Section C.4.g.vii, which provides as follows:

“If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the Distributors Settlement, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel (“Regional OAC”) as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.iii of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the suspension.”

- G. Consistent with how attorney fee funds for outside counsel for Participating Local Subdivisions are being administered in most states across the country, the Government Fee Fund (“GFF”) set forth in the

MOU shall be overseen by the MDL Fee Panel (David R. Cohen, Randi S. Ellis and Hon. David R. Herndon (ret.)). The Fee Panel will preside over allocation and disbursement of attorney's fees in a manner consistent with the *Motion to Appoint the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements* and the *Order Appointing the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022).

- H. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Distributors as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the Fee Panel.
- I. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Non-Litigating Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Non-Litigating Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.
- J. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund pursuant to Section II. D in Exhibit R the Global Settlement) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Distributors Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with the Distributors Settlement and Exhibit R of the Global Settlement, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Section II.C of Exhibit R of the Global Settlement, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund

for expenses incurred by the attorneys pursuant to Section II.E of the Global Settlement.

- K. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.
 - L. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys for fees and costs referred to in Paragraph 6 of this Allocation Agreement and Section V.B.2 Distributors Settlement shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.K of this Allocation Agreement apply) of any Litigating Local Government contingency fee agreement referred to above has been met.
 - M. To the extent there are any excess funds in the GFF, the Fee Panel and the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
- 12. In connection with the execution and administration of this Allocation Agreement, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *eq seq.*
 - 13. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement as well as the receipt and expenditure of the funds from the Distributors Settlement for no less than five (5) years.
 - 14. If any party to this Allocation Agreement believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Distributors Settlement has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
 - 15. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that

pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Distributors are subject to the requirements of the MOU and this Allocation Agreement.

16. Upon request by the Settling Distributors, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the Distributors Settlement and the Global Settlement.
17. Venue for any legal action related to this Allocation Agreement (separate and apart from the MOU, the Distributors Settlement, or the Global Settlement) shall be in King County, Washington.
18. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement.

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General

JEFFREY G. RUPERT
Division Chief

Date: _____

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: _____

Authorized signature: _____

Name: _____

Title: _____

Date: _____

A Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only by checking this box (see Paragraph 10.A of this Allocation Agreement):

☐ Local Government is executing the MOU in the form attached hereto as Exhibit 3, but which is further amended and modified as set forth in this Allocation Agreement, only for purposes of this Allocation Agreement.

EXHIBIT 1
Distributors Settlement

DISTRIBUTORS WASHINGTON
SETTLEMENT AGREEMENT

Table of Contents

I.	Overview	1
II.	Conditions to Effectiveness of Agreement	1
III.	Participation by Subdivisions	3
IV.	Settlement Payments	3
V.	Plaintiffs' Attorneys' Fees and Costs	4
VI.	Release	6
VII.	Miscellaneous	6
	Exhibit A Primary Subdivisions	A-1
	Exhibit B Litigating Subdivisions	B-1
	Exhibit C ABC IRS Form 1098-F	C-1
	Exhibit D Cardinal Health IRS Form 1098-F	D-1
	Exhibit E McKesson IRS Form 1098-F	E-1
	Exhibit F Subdivision Settlement Participation Form	F-1
	Exhibit G Consent Judgment and Stipulation of Dismissal with Prejudice	G-1
	Exhibit H Distributor Global Settlement Agreement	H-1

DISTRIBUTORS – WASHINGTON SETTLEMENT AGREEMENT

I. Overview

This Distributors Washington Settlement Agreement (“*Agreement*”) sets forth the terms and conditions of a settlement agreement between and among the State of Washington, McKesson Corporation (“*McKesson*”), Cardinal Health, Inc. (“*Cardinal*”) and AmerisourceBergen Corporation (“*Amerisource*”) (collectively, the “*Agreement Parties*”) to resolve opioid-related Claims against McKesson, Cardinal, and/or Amerisource (collectively, “*Settling Distributors*”).

By entering into this Agreement, the State of Washington and its Participating Subdivisions agree to be bound by all terms and conditions of the Distributor Global Settlement Agreement dated July 21, 2021 (including its exhibits) (“*Global Settlement*”), which (including its exhibits) is incorporated into this Agreement as Exhibit H.¹ By entering this Agreement, and upon execution of an Agreement Regarding the State of Washington and the Distributor Global Settlement Agreement (“*Enforcement Committee Agreement*”), unless otherwise set forth in this Agreement, the Settling Distributors agree to treat the State of Washington for all purposes as if it were a Settling State under the Global Settlement and its Participating Subdivisions for all purposes as if they were Participating Subdivisions under the Global Settlement. Unless stated otherwise in this Agreement, the terms of this Agreement are intended to be consistent with the terms of the Global Settlement and shall be construed accordingly. Unless otherwise defined in this Agreement, all capitalized terms in this Agreement shall be defined as they are in the Global Settlement.

The Settling Distributors have agreed to the below terms for the sole purpose of settlement, and nothing herein, including in any exhibit to this Agreement, may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, or any misfeasance, nonfeasance, or malfeasance, all of which the Settling Distributors expressly deny. No part of this Agreement, including its statements and commitments, and its exhibits, shall constitute or be used as evidence of any liability, fault, or wrongdoing by the Settling Distributors. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

II. Conditions to Effectiveness of Agreement

A. *Global Settlement Conditions to Effectiveness.*

1. The Agreement Parties acknowledge that certain deadlines set forth in Section VIII of the Global Settlement passed before the execution of this Agreement. For

¹ The version of the Global Settlement as updated on March 25, 2022 is attached to this Agreement as Exhibit H. Further updates to the Global Settlement shall be deemed incorporated into this Agreement and shall supersede all earlier versions of the updated provisions.

that reason, (i) Settling Distributors agree to treat the State of Washington as satisfying the deadlines set forth in Section VIII of the Global Settlement provided that the State of Washington satisfies its obligations set forth in this Section II and (ii) the State of Washington agrees to treat Settling Distributors as having satisfied all notice obligations under Section VIII.B of the Global Settlement as to the State of Washington.

2. The State of Washington shall deliver all signatures and releases required by the Agreement to be provided by the Settling States to the Settling Distributors by September 30, 2022. This Section II.A.2 supersedes the deadline for delivering those signatures and releases set forth in Section VIII.A.1 of the Global Settlement.

B. *Agreement with Enforcement Committee.* This Agreement shall not become effective unless the Enforcement Committee and the Settling Distributors execute the Enforcement Committee Agreement. If the Enforcement Committee Agreement is not executed by June 1, 2022, the State of Washington and Settling Distributors will promptly negotiate an agreement that mirrors the Global Settlement to the extent possible and with a credit of \$1,000,000 to Settling Distributors to account for possible credits the Settling Distributors would have received under Section V of this Agreement from the State Cost Fund and the Litigating Subdivision Cost Fund of the Global Settlement and to be deducted from the Year 7 payment described in Section V.B.1 and Section V.C.g of this Agreement.

C. *Participation by Subdivisions.* If the condition in Section II.B has been satisfied, this Agreement shall become effective upon one of the following conditions being satisfied:

1. All Litigating Subdivisions in the State of Washington and ninety percent (90%) of Non-Litigating Primary Subdivisions (calculated by population pursuant to the Global Settlement) in the State of Washington must become Participating Subdivisions by September 23, 2022.

2. If the condition set forth in Section II.C.1 is not met, the Settling Distributors shall have sole discretion to accept the terms of this Agreement, which shall become effective upon notice provided by the Settling Distributors to the State of Washington. If the condition set forth by Section II.C.1 is not met and Settling Distributors do not exercise discretion to accept this Agreement, this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

D. *Dismissal of Claims.* Provided that the conditions in Sections II.B and II.C have been satisfied, the State of Washington shall file the Consent Judgment described in Section I.N of the Global Settlement and attached hereto as Exhibit G (“*Washington Consent Judgment*”) with the King County Superior Court (“*Washington Consent Judgment Court*”) on or before November 1, 2022. This Section II.C.2 supersedes the deadline for submitting a Consent Judgment set forth in Section VIII.B of the Global Settlement. In the event that the Court declines to enter the Washington Consent Judgment, each Settling Distributor shall be entitled to terminate the Agreement as to itself and shall be excused from all obligations under the Agreement, and if a Settling Distributor terminates the Agreement as to itself, all releases and other commitments or obligations contained herein with respect to that Settling Distributor will be null and void. The date of the entry of the Washington Consent Judgment shall be the effective date of this Agreement

(“*Washington Effective Date*”). Within the later of forty-five (45) days after the Washington Effective Date or December 31, 2022, each Settling Distributor will certify to the State that all medical claims data provided to it during the litigation (including Medicaid, PMP, LNI claims, and PEBB data) has been destroyed by the party and its agents, including all retained experts.

III. Participation by Subdivisions

A. *Notice.* The Office of the State of Washington Attorney General in consultation with the Settling Distributors shall send individual notice of the opportunity to participate in this Agreement and the requirements for participation to all Subdivisions eligible to participate who have not returned an executed Subdivision Settlement Participation Form within fifteen (15) days of the execution of this Agreement. The Office of the State of Washington Attorney General may also provide general notice reasonably calculated to alert Subdivisions, including publication and other standard forms of notification. Nothing contained herein shall preclude the State of Washington from providing further notice to, or from contacting any of its Subdivision(s) about, becoming a Participating Subdivision.

B. *Trigger Date for Later Litigating Subdivisions.* Notwithstanding Sections I.EE and I.GGGG of the Global Settlement, as to the State of Washington, Settling Distributors and the State of Washington agree to treat the Trigger Date for Primary Subdivisions as September 23, 2022 and the Trigger Date for all other Subdivisions as May 3, 2022.

C. *Initial and Later Participating Subdivisions.* Notwithstanding Sections I.BB, I.CC, I.FF and Section VII.D and E of the Global Settlement, any Participating Subdivision in Washington that meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C of the Global Settlement on or before September 23, 2022 shall be considered an Initial Participating Subdivision. Participating Subdivisions that are not Initial Participating Subdivisions but meet the applicable requirements for becoming Participating Subdivisions set forth in Section VII.B or Section VII.C of the Global Settlement after September 23, 2022 shall be considered Later Participating Subdivisions.

D. *Subdivision Settlement Participation Forms.* Each Subdivision Settlement Participation Form submitted by a Participating Subdivision from the State of Washington shall be materially identical to Exhibit F to this Agreement. Nothing in Exhibit F is intended to modify in any way either the terms of this Agreement or the terms of the Global Settlement, both of which the State of Washington and Participating Subdivisions agree to be bound. To the extent that any Subdivision Settlement Participation Form submitted by any Participating Subdivision is worded differently from Exhibit F to this Agreement or interpreted differently from the Global Agreement and this Agreement in any respect, the Global Agreement and this Agreement control.

IV. Settlement Payments

A. *Schedule.* Annual Payments under this Agreement shall be calculated as if the State of Washington were a Settling State under the Global Settlement and shall be made pursuant to the terms of Section IV of the Global Settlement except that, as to the State of Washington, the Payment Date for Payment Year 1 shall be December 1, 2022 and the Payment Date for Payment

Year 2 shall be December 1, 2022. For the avoidance of doubt, the sole component of the State of Washington's Annual Payment is the portion of the Net Abatement Amount allocated to the State of Washington under the Global Settlement ("*Washington Abatement Amount*"). The maximum possible Washington Abatement Amount is \$430,249,769.02.

B. *Use of Payment.* The Washington Abatement Amount paid under this Agreement shall be used as provided for in Section V of the Global Settlement.

C. *Nature of Payment.* The State of Washington and its Participating Subdivisions agree that payments made to the State of Washington and its Participating Subdivisions under this Agreement are properly characterized as described in Section V.F of the Global Settlement.

V. Plaintiffs' Attorneys' Fees and Costs

A. *Interaction with Global Settlement.* Notwithstanding any contrary provision in the Global Settlement, payments to cover attorneys' fees and costs under this Agreement ("*Washington Fees and Costs*") shall be made pursuant to this Section V.

B. *Amounts.* The total amount to cover of all Washington Fees and Costs is \$87,750,230.98. That total consists of the categories of attorneys' fees and costs set forth in this Section V.B and shall be paid on the schedule set forth in Section V.C.

1. State Outside and Inside Counsel Fees and Costs. Settling Distributors shall pay \$76,829,316.21 to cover in-house fees and costs and outside counsel fees and costs to the Washington Attorney General's Office, which shall be used for any lawful purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney General. The amount shall be paid in increments as specified in Section V.C (Payment Year 1 – 20%, Payment Year 2 – 20%, Payment Year 3 – 15%, Payment Year 4 – 15%, Payment Year 5 – 15%, Payment Year 6 – 10%, Payment Year 7– 5%.)

2. Fees and Costs for Participating Litigating Subdivisions' Attorneys. Settling Distributors shall pay \$10,920,914.70 to Participating Litigating Subdivisions' attorneys for fees and costs into a single account as directed by the Washington Attorney General's Office, which then shall be paid as agreed between the State of Washington and attorneys for Participating Litigating Subdivisions. Participating Litigating Subdivisions' attorneys shall be paid in accordance with the schedule in Section V.C and V.D.5 of this Agreement.

C. *Schedule.* Washington Fees and Costs shall be paid according to the following schedule:

a. Payment Year 1: Twenty percent (20%) of the total Washington Fees and Costs amount (\$17,550,046.20), to be paid on or before December 1, 2022.

b. Payment Year 2: Twenty percent (20%) of the total Washington Fees and Costs amount (\$17,550,046.20), to be paid on or before December 1, 2022.

c. Payment Year 3: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2023.

d. Payment Year 4: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2024.

e. Payment Year 5: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2025.

f. Payment Year 6: Ten percent (10%) of the total Washington Fees and Costs amount (\$8,775,023.10), to be paid on or before July 15, 2026.

g. Payment Year 7: Five percent (5%) of the total Washington Fees and Costs amount (\$4,387,511.55), to be paid on or before July 15, 2027.

D. *Remittance.* So that Settling Distributors do not pay the same fees and costs under both the Global Settlement and this Agreement, Washington and its Participating Litigating Subdivisions and their respective counsel shall do as follows:

1. Participating Litigating Subdivisions in Washington and their counsel shall apply to the Attorney Fee Fund and the Litigating Subdivision Cost Fund created pursuant to Exhibit R of the Global Settlement for all fees, costs and expenses for which they may be eligible and shall instruct the Fee Panel and the Cost and Expense Fund Administrator to remit to Settling Distributors the full amount awarded to such Participating Litigating Subdivision, with each Settling Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

2. Counsel for Participating Subdivisions shall instruct the Fee Panel created by the MDL Court pursuant to Exhibit R of the Global Settlement to remit to Settling Distributors the Contingency Fee Amount for their Participating Subdivisions in the State of Washington, with each Settling Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

3. The State of Washington shall instruct the Fee Fund Administrator selected pursuant to Exhibit S of the Global Settlement that the Settling Distributors shall not pay the Fixed Amount for the State of Washington, and the State of Washington will not be eligible to receive funds from the State Outside Counsel Fee Fund under the Global Settlement.

4. The State of Washington shall submit documented costs, as provided for in Exhibit T of the Global Settlement, to the Global Settlement State Cost Fund created pursuant to Exhibit T of the Global Settlement for all costs and expenses for which it may be eligible and shall instruct the State Cost Fund Administrator to remit to Settling Distributors the full amount awarded to the State of Washington, with each Settling

Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

5. No Participating Litigating Subdivision shall receive any payment due under this Agreement, including but not limited to the portion of the Washington Abatement Amount allocable to the Participating Subdivision, until it and/or its outside counsel, as applicable, fulfill their obligations under Sections V.D. 1-2.

VI. Release

A. *Scope.* As of the Washington Effective Date, Section XI of the Global Settlement is fully binding on, and effective with respect to, all Releasors under this Agreement. Accordingly, as of the Washington Effective Date, the Released Entities are hereby released and forever discharged from all Released Claims of Releasors, including the State of Washington and its Participating Subdivisions.

VII. Miscellaneous

A. *No Admission.* The Settling Distributors do not admit liability, fault, or wrongdoing. Neither this Agreement nor the Washington Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors. It is the understanding and intent of the Agreement Parties that no portion of the Agreement shall be entered into evidence in any other action against the Settling Distributors, among other reasons, because it is not relevant to such action. For the avoidance of any doubt, nothing herein shall prohibit a Settling Distributor from entering this Agreement into evidence in any litigation or arbitration concerning a Settling Distributor's right to coverage under an insurance contract.

B. *Tax Cooperation and Reporting.* The State of Washington and its Participating Subdivisions will be bound by Section V.F and Section XIV.F of the Global Settlement, except (i) as set forth in the final sentence of this Section VII.B and (ii) that the State of Washington shall be its own Designated State and shall designate its own "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "*Appropriate Official*"). The IRS Forms 1098-F to be filed with respect to this Agreement are attached as Exhibit C, Exhibit D, and Exhibit E. The State of Washington and its Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section XIV.F.4 of the Global Settlement with respect to this Agreement, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor's portion of the aggregate amount of payments paid or incurred by the Settling Distributors hereunder as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F, each Settling Distributor's portion of the amount equal to the aggregate amount of payments paid or incurred by the Settling Distributors hereunder less the Compensatory Restitution Amount as the "Amount to be paid for violation or potential violation" in Box 2 of IRS Form 1098-F and each Settling Distributor's portion of the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F, as reflected in Exhibit C, Exhibit D, and Exhibit E.

C. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the State of Washington or a Released Entity. The State of Washington may not assign or otherwise convey any right to enforce any provision of this Agreement.

D. *Cooperation.* Each Agreement Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Agreement Parties and Participating Subdivisions to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Agreement Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or the Washington Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Washington Consent Judgment.

E. *Enforcement.* All disputes between Settling Distributors and the State of Washington and/or the Participating Subdivisions in the State of Washington shall be handled as specified in Section VI of the Global Settlement, including the referral of relevant disputes to the National Arbitration Panel.

F. *No Violations of Applicable Law.* Nothing in this Agreement shall be construed to authorize or require any action by Settling Distributors in violation of applicable federal, state, or other laws.

G. *Modification.* This Agreement may be modified by a written agreement of the Agreement Parties. For purposes of modifying this Agreement or the Washington Consent Judgment, Settling Distributors may contact the Washington Attorney General for purposes of coordinating this process. The dates and deadlines in this Agreement may be extended by written agreement of the Agreement Parties, which consent shall not be unreasonably withheld.

H. *No Waiver.* Any failure by any Agreement Party to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

I. *Entire Agreement.* This Agreement, including the Global Settlement (and its exhibits), represents the full and complete terms of the settlement entered into by the Agreement Parties, except as provided herein. In any action undertaken by the Agreement Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

J. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

K. *Notice.* All notices or other communications under this Agreement shall be provided to the following via email and overnight delivery to:

Copy to AmerisourceBergen Corporation's attorneys at:
Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 8th Avenue
New York, NY 10019
mreynolds@cravath.com

Copy to Cardinal Health, Inc.'s attorneys at:
Elaine Golin
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
epgolin@wlrk.com

Copy to McKesson Corporation's attorneys at:
Thomas J. Perrelli
Jenner & Block LLP
1099 New York Avenue, NW, Suite 900
Washington, DC 20001-4412
TPerrelli@jenner.com

Copy to the State of Washington at:

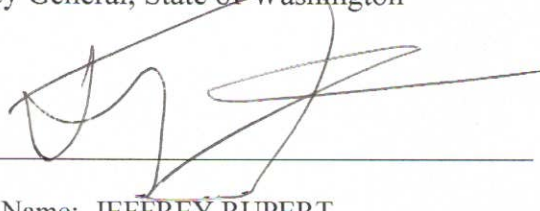
Shane Esquibel
Jeffrey Rupert
Laura Clinton
Washington Attorney General's Office
1125 Washington Street SE
PO Box 40100
Olympia, WA 98504-0100
Shane.Esquibel@atg.wa.gov
Jeffrey.Rupert@atg.wa.gov
Laura.Clinton@atg.wa.gov

[Signatures begin on next page.]

Authorized and agreed to by:

Dated: 5/2/22

ROBERT W. FERGUSON
Attorney General, State of Washington

By: 
Name: JEFFREY RUPERT

Title: Division Chief

Authorized and agreed to by:

Dated: May 2, 2022

AMERISOURCEBERGEN CORPORATION

A handwritten signature in black ink, appearing to read 'Elizabeth Campbell', is positioned above a horizontal line.

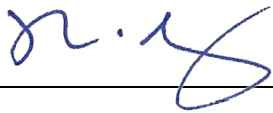
By: _____

Elizabeth Campbell
Executive Vice President and Chief Legal Officer

Authorized and agreed to by:

Dated: 04/29/2022

CARDINAL HEALTH, INC.

By: _____

Name: Jessica Mayer

Title: Chief Legal and Compliance Officer

Authorized and agreed to by:

Dated: 5/2/22

MCKESSON CORPORATION

By: 

Name: Saralisa C. Brav

Title: Corporate Secretary

Exhibit A
Primary Subdivisions²

No.	Subdivision Name
1.	Aberdeen city
2.	Adams County
3.	Anacortes City
4.	Arlington City
5.	Asotin County
6.	Auburn City*
7.	Bainbridge Island City
8.	Battle Ground City
9.	Bellevue City*
10.	Bellingham City*
11.	Benton County*
12.	Bonney Lake City
13.	Bothell City*
14.	Bremerton City*
15.	Burien City*
16.	Camas City
17.	Centralia City
18.	Chelan County*
19.	Cheney City
20.	Clallam County*
21.	Clark County*
22.	Covington City
23.	Cowlitz County*
24.	Des Moines City*
25.	Douglas County*
26.	East Wenatchee City
27.	Edgewood City
28.	Edmonds City*
29.	Ellensburg City
30.	Enumclaw City
31.	Everett City*
32.	Federal Way City*
33.	Ferndale City
34.	Fife City
35.	Franklin County*
36.	Gig Harbor City
37.	Grandview City
38.	Grant County*

² Entities denoted with an asterisk (*) indicate a population of greater than 30,000 for purposes of the definition of Primary Subdivision as it relates to Incentive Payment C.

39. Grays Harbor County*
40. Island County*
41. Issaquah City*
42. Jefferson County*
43. Kelso City
44. Kenmore City
45. Kennewick City*
46. Kent City*
47. King County*
48. Kirkland City*
49. Kitsap County*
50. Kittitas County*
51. Klickitat County
52. Lacey City*
53. Lake Forest Park City
54. Lake Stevens City*
55. Lakewood City*
56. Lewis County*
57. Liberty Lake City
58. Lincoln County
59. Longview City*
60. Lynden City
61. Lynnwood City*
62. Maple Valley City
63. Marysville City*
64. Mason County*
65. Mercer Island City
66. Mill Creek City
67. Monroe City
68. Moses Lake City
69. Mount Vernon City*
70. Mountlake Terrace City
71. Mukilteo City
72. Newcastle City
73. Oak Harbor City
74. Okanogan County*
75. Olympia City*
76. Pacific County
77. Pasco City*
78. Pend Oreille County
79. Pierce County*
80. Port Angeles City
81. Port Orchard City
82. Poulsbo City
83. Pullman City*
84. Puyallup City*

85. Redmond City*
86. Renton City*
87. Richland City*
88. Sammamish City*
89. San Juan County
90. Seatac City
91. Seattle City*
92. Sedro-Woolley City
93. Shelton City
94. Shoreline City*
95. Skagit County*
96. Skamania County
97. Snohomish City
98. Snohomish County*
99. Snoqualmie City
100. Spokane City*
101. Spokane County*
102. Spokane Valley City*
103. Stevens County*
104. Sumner City
105. Sunnyside City
106. Tacoma City*
107. Thurston County*
108. Tukwila City
109. Tumwater City
110. University Place City*
111. Vancouver City*
112. Walla Walla City*
113. Walla Walla County*
114. Washougal City
115. Wenatchee City*
116. West Richland City
117. Whatcom County*
118. Whitman County*
119. Woodinville City
120. Yakima City*
121. Yakima County*

Exhibit B
Litigating Subdivisions

No.	Subdivision Name
1.	Anacortes City
2.	Bainbridge Island City
3.	Burlington City
4.	Chelan County
5.	Clallam County
6.	Clark County
7.	Everett City
8.	Franklin County
9.	Island County
10.	Jefferson County
11.	Kent City
12.	King County
13.	Kirkland City
14.	Kitsap County
15.	Kittitas County
16.	La Conner School District
17.	Lakewood City
18.	Lewis County
19.	Lincoln County
20.	Mount Vernon City
21.	Mount Vernon School District
22.	Olympia City
23.	Pierce County
24.	San Juan County
25.	Seattle City
26.	Sedro-Woolley City
27.	Sedro-Woolley School District
28.	Skagit County
29.	Snohomish County
30.	Spokane City
31.	Spokane County
32.	Tacoma City
33.	Thurston County
34.	Vancouver City
35.	Walla Walla County
36.	Whatcom County
37.	Whitman County

Exhibit C
ABC IRS Form 1098-F

This Exhibit C will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

Exhibit D
Cardinal Health IRS Form 1098-F

This Exhibit D will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

Exhibit E
McKesson IRS Form 1098-F

This Exhibit E will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

Exhibit F
Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 (“*Distributors Washington Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 (“*Global Settlement*”) attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

8. The Governmental Entity has the right to enforce the Distributors Washington Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Washington Settlement, including, but not limited to, all provisions of Section XI of the Global Settlement, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Washington Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Washington Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Washington Settlement.
11. In connection with the releases provided for in the Distributors Washington Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Washington Settlement becomes effective pursuant to Section II.B of the Distributors Washington Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Washington Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributors Washington Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit F to the Distributors Washington Settlement or interpreted differently from the Distributors Washington Settlement in any respect, the Distributors Washington Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit G
Consent Judgment and Stipulation of Dismissal with Prejudice

The Honorable Michael Ramsey Scott
Trial Date: November 15, 2021

**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

MCKESSON CORPORATION,
CARDINAL HEALTH INC., and
AMERISOURCEBERGEN DRUG
CORPORATION,

Defendants.

NO. 19-2-06975-9 SEA

FINAL CONSENT JUDGMENT AND
DISMISSAL WITH PREJUDICE

FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE

The State of Washington (“*State*”) and McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Drug Corporation and AmerisourceBergen Corporation, together with the subsidiaries thereof (collectively, the “*Settling Distributors*,” and each a “*Settling Distributor*”) (together with the State, the “*Parties*,” and each a “*Party*”) have entered into a consensual resolution of the above-captioned litigation (the “*Action*”) pursuant to a settlement agreement entitled Distributors Washington Settlement Agreement, dated as of May 2, 2022 (the “*Washington Agreement*”), a copy of which is attached hereto as Exhibit A. The Washington Agreement shall become effective by its terms upon the entry of this Final Consent Judgment (the “*Judgment*”) by the Court without adjudication of any contested issue of fact or law, and without finding or admission of wrongdoing or liability of any kind. By entering into the Washington Agreement, the State of Washington agrees to be bound by all terms and conditions

of the Distributor Settlement Agreement, dated as of July 21, 2021 (as subsequently updated) (the “*Global Agreement*”), a copy of which is attached hereto as Exhibit B (together with the Washington Agreement, the “*Agreements*”) unless stated otherwise in the Washington Agreement. Unless stated otherwise in the Washington Agreement, the terms of the Washington Agreement are intended to be consistent with the terms of the Global Settlement and shall be construed accordingly.

I. RECITALS:

1. Each Party warrants and represents that it engaged in arm’s-length negotiations in good faith. In hereby executing the Agreements, the Parties intend to effect a good-faith settlement.

2. The State has determined that the Agreements are in the public interest.

3. The Settling Distributors deny the allegations against them and that they have any liability whatsoever to the State, its Subdivisions, and/or (a) any of the State’s or Subdivisions’ departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public.

4. The Parties recognize that the outcome of the Action is uncertain and a final resolution through the adversarial process likely will require protracted litigation.

5. The Parties agree to the entry of the injunctive relief terms pursuant to Exhibit P of the Global Agreement.

6. Therefore, without any admission of liability or wrongdoing by the Settling Distributors or any other Released Entities (as defined in the Global Agreement), the Parties now mutually consent to the entry of this Judgment and agree to dismissal of the claims with prejudice pursuant

to the terms of the Agreements to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

In consideration of the mutual promises, terms, and conditions set forth in the Agreements, the adequacy of which is hereby acknowledged by all Parties, it is agreed by and between the Settling Distributors and the State, and adjudicated by the Court, as follows:

1. The foregoing Recitals are incorporated herein and constitute an express term of this Judgment.

2. The Parties have entered into a full and final settlement of all Released Claims of Releasers against the Settling Distributors (including but not limited to the State) and the Released Entities pursuant to the terms and conditions set forth in the Agreements.

3. The “Definitions” set forth in Section I of the Global Agreement are incorporated by reference into this Judgment. The State is a “Settling State” within the meaning of the Global Agreement. Unless otherwise defined herein, capitalized terms in this Judgment shall have the same meaning given to them in the Global Agreement, or, if not defined in the Global Agreement, the same meaning given to them in the Washington Agreement.

4. The Parties agree that the Court has jurisdiction over the subject matter of the Action and over the Parties with respect to the Action and this Judgment. This Judgment shall not be construed or used as a waiver of any jurisdictional defense the Settling Distributors or any other Released Entity may raise in any other proceeding.

5. The Court finds that the Agreements were entered into in good faith.

6. The Court finds that entry of this Judgment is in the public interest and reflects a negotiated settlement agreed to by the Parties. The Action is dismissed with prejudice, subject to a retention of jurisdiction by the Court as provided herein and in the Agreements.

7. By this Judgment, the Agreements are hereby approved by the Court, and the Court hereby adopts their terms as its own determination of this matter and the Parties' respective rights and obligations.

8. The Court shall have authority to resolve disputes identified in Section VI.F.1 of the Global Agreement, governed by the rules and procedures of the Court.

9. The Parties have satisfied the Conditions to Effectiveness of Agreement set forth in Section II.B of the Washington Agreement as follows:

- a. The Enforcement Committee and the Settling Distributors executed the Enforcement Committee Agreement by June 1, 2022.
- b. All Litigating Subdivisions in the State of Washington and ninety percent (90%) of Non-Litigating Primary Subdivisions (calculated by population pursuant to the Global Settlement) in the State of Washington became Participating Subdivisions by September 23, 2022.

10. The Parties have satisfied the Condition to Effectiveness of Agreement set forth in Section VIII of the Global Agreement and the Release set forth in Sections XI.A, F, and G of the Global Agreement, as follows:

- a. The Attorney General of the State exercised the fullest extent of his or her powers to release the Settling Distributors and all other Released Entities from all Released Claims pursuant to the release attached hereto as Exhibit C (the "*AG Release*").
- b. The Settling Distributors have determined that there is sufficient State participation and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States to proceed with the Agreements.
- c. The Participation Form for each Initial Participating Subdivision in the State has been delivered to the Settling Distributors. As stated in the Participation Form, and for the avoidance of doubt, nothing in the Participation Form executed by the Participating Subdivisions is intended to modify in any way the terms of the

Agreements to which the Participating Subdivisions agree. As stated in the Participation Form, to the extent the executed version of the Participation Form differs from the Global Agreement in any respect, the Global Agreement controls.

- d. Pursuant to Section VIII.B of the Global Agreement, each Participating Subdivision in the State is dismissing with prejudice any Released Claims that it has filed against the Settling Distributors and the Released Entities.

11. Release. The Parties acknowledge that the AG Release, which is incorporated by reference herein, is an integral part of this Judgment. Pursuant to the Agreements and the AG Release and without limitation and to the maximum extent of the power of the State's Attorney General, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (a) the State and its Participating Subdivisions and any of their departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including the State's Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in the State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or any Subdivision in the State, whether or not any of them participate in the Agreements. Pursuant to the Agreements and the AG Release and to the maximum extent of the State's power, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (1) the State, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking

money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Further, the provisions set forth in Section XI of the Global Agreement are incorporated by reference into this Judgment as if fully set forth herein. The Parties acknowledge, and the Court finds, that those provisions are an integral part of the Agreements and this Judgment, and shall govern the rights and obligations of all participants in the settlement. Any modification of those rights and obligations may be made based only on a writing signed by all affected parties and approved by the Court.

12. Release of Unknown Claims. The State expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

13. The State may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State expressly waived and fully, finally, and forever settled, released and discharged, through the Agreements and AG Release, any and all Released Claims that may exist as of the Effective Date but which the State does not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would have materially affected the State's decision to enter into the Agreements.

14. Costs and Fees. The Parties will bear their own costs and attorneys' fees except as otherwise provided in the Agreements.

15. No Admission of Liability. The Settling Distributors are consenting to this Judgment solely for the purpose of effectuating the Agreements, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which the Settling Distributors expressly deny. None of the Settling Distributors or any other Released Entity admits that it caused or contributed to any public nuisance, and none of the Settling Distributors or any other Released Entity admits any wrongdoing that was or could have been alleged by the State, its Participating Subdivisions, or any other person or entity. No part of this Judgment shall constitute evidence of any liability, fault, or wrongdoing by the Settling Distributors or any other Released Entity. The Parties acknowledge that payments made under the Agreements are not a fine, penalty, or payment in lieu thereof and are properly characterized as described in Section V.F of the Global Agreement.

16. No Waiver. This Judgment is entered based on the Agreements without adjudication of any contested issue of fact or law or finding of liability of any kind. This Judgment shall not be construed or used as a waiver of any Settling Distributor's right, or any other Released Entity's right, to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Judgment. Notwithstanding the foregoing, the State may enforce the terms of this Judgment as expressly provided in the Agreements.

17. No Private Right of Action. This Judgment is not intended for use by any third party for any purpose, including submission to any court for any purpose, except pursuant to Section VI.A of the Global Agreement. Except as expressly provided in the Agreements, no portion of the Agreements or this Judgment shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. The State shall allow Participating Subdivisions in the State to notify it of any perceived violations of the Agreements or this Judgment. No Settling State, including the State of Washington, may assign or otherwise convey any right to enforce any provision of the Agreements.

18. Admissibility. It is the intent of the Parties that this Judgment not be admissible in other cases against the Settling Distributors or binding on the Settling Distributors in any respect other than in connection with the enforcement of this Judgment or the Agreements. For the avoidance of doubt, nothing herein shall prohibit a Settling Distributor from entering this Judgment or the Agreements into evidence in any litigation or arbitration concerning (1) a Settling Distributor's right to coverage under an insurance contract or (2) the enforcement of the releases provided for by the Agreements and this Judgment.

19. Preservation of Privilege. Nothing contained in the Agreements or this Judgment, and no act required to be performed pursuant to the Agreements or this Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

20. Mutual Interpretation. The Parties agree and stipulate that the Agreements were negotiated on an arm's-length basis between parties of equal bargaining power and was drafted jointly by counsel for each Party. Accordingly, the Agreements are incorporated herein by reference and shall be mutually interpreted and not construed in favor of or against any Party, except as expressly provided for in the Agreements.

21. Retention of Jurisdiction. The Court shall retain jurisdiction of the Parties for the limited purpose of the resolution of disputes identified in Section VI.F.1 of the Global Agreement. The Court shall have jurisdiction over Participating Subdivisions in the State for the limited purposes identified in the Agreements.

22. Successors and Assigns. This Judgment is binding on each of the Settling Distributor's successors and assigns.

23. Modification. This Judgment shall not be modified (by the Court, by any other court, or by any other means) without the consent of the State and the Settling Distributors, or as provided for in Section XIV.U of the Global Agreement.

So ORDERED this _____ day of _____ 2022.

THE HONORABLE JUDGE MICHAEL. R. SCOTT

APPROVED, AGREED TO AND PRESENTED BY:

ROBERT W. FERGUSON
Attorney General

STOEL RIVES LLP

s/
MARTHA RODRÍGUEZ LÓPEZ,
WSBA No. 35466
ANDREW R.W. HUGHES, WSBA No. 49515
NATHAN K. BAYS, WSBA No. 43025
BRIAN H. ROWE, WSBA No. 56817
SPENCER W. COATES, WSBA No. 49683
KELSEY E. ENDRES, WSBA No. 39409
LAURA K. CLINTON, WSBA No. 29846
JONATHAN J. GUSS, WSBA No. 57663
SUSAN E. LLORENS, WSBA No. 38049
LIA E. PERNELL, WSBA No. 50208

s/
VANESSA SORIANO POWER,
WSBA No. 30777
JENNA M. POLIGO, WSBA No. 54466
RACHEL C. LEE, WSBA No. 48245
S. JULIA LITTELL, WSBA No. 54106
PER RAMFJORD, pro hac vice
CHRIS C. RIFER, pro hac vice

WILLIAMS & CONNOLLY LLP

MOTLEY RICE LLC

s/
LINDA SINGER, pro hac vice
ELIZABETH SMITH, pro hac vice
DAVID I. ACKERMAN, pro hac vice
JAMES LEDLIE, pro hac vice
DON MIGLIORI, pro hac vice
REBECCA FONSECA, pro hac vice
MICHAEL J. QUIRK, pro hac vice
ANNIE KOUBA, pro hac vice
MICHAEL J. PENDELL, pro hac vice
CHRISTOPHER MORIARTY, pro hac vice
LISA M. SALTZBURG, pro hac vice
NATALIA DEYNEKA, pro hac vice
MICHAEL E. ELSNER, pro hac vice
ANDREW P. ARNOLD, pro hac vice
MIMI LIU, pro hac vice

s/
LORYN HELFMANN, pro hac vice
A. JOSHUA PODOLL, pro hac vice
SUZANNE SALGADO, pro hac vice
NEELUM J. WADHWANI, pro hac vice
PAUL E. BOEHM, pro hac vice
ELEANOR J.G. WASSERMAN, pro hac vice
DAVID J. PARK, pro hac vice
JOSHUA D. TULLY, pro hac vice
STEVEN PYSER, pro hac vice
ENU A. MAINIGI, pro hac vice
JENNIFER G. WICHT, pro hac vice
JOSEPH S. BUSHUR, pro hac vice
COLLEEN MCNAMARA, pro hac vice
MATTHEW P. MOONEY, pro hac vice
ASHLEY W. HARDIN, pro hac vice
J. ANDREW KEYES, pro hac vice
EMILY R. PISTILLI, pro hac vice
BRAD MASTERS, pro hac vice

ANN RITTER, pro hac vice
SARA AGUINGUA, pro hac vice
DAVID BURNETT, pro hac vice
VINCENT GREENE, pro hac vice

Attorneys for Plaintiff State of Washington

WILLIAM F. HAWKINS, pro hac vice

Attorneys for Defendant Cardinal Health Inc.

GORDON TILDEN THOMAS & CORDELL
LLP

s/
FRANKLIN D. CORDELL,
WSBA No. 26392
JEFFREY M. THOMAS,
WSBA No. 21175
KASEY HUEBNER,
WSBA No. 32890

COVINGTON & BURLING

CHRISTOPHER EPPICH, pro hac vice
ANDREW STANNER, pro hac vice
KEVIN KELLY, pro hac vice
AMBER CHARLES, pro hac vice
MEGHAN MONAGHAN, pro hac vice
ISAAC CHAPUT, pro hac vice
DANIEL EAGLES, pro hac vice
MEGAN MCLAUGHLIN, pro hac vice
DEVON L. MOBLEY-RITTER, pro hac vice
MEGAN RODGERS, pro hac vice
SONYA D. WINNER, pro hac vice
CLAYTON L. BAILEY, pro hac vice
JAMES A. GOOLD, pro hac vice
EMILY KVESELIS, pro hac vice
PAUL W. SCHMIDT, pro hac vice
ALEXANDER SETZEPFANDT, pro hac vice
CHRISTIAN J. PISTILLI, pro hac vice
LAUREN DORRIS, pro hac vice
NICHOLAS GRIEPSMA, pro hac vice
ALISON DICIURCIO, pro hac vice
SARA J. DENNIS, pro hac vice
PHYLLIS A. JONES, pro hac vice
DALE A. RICE, pro hac vice

Attorneys for Defendant McKesson Corp.

LANE POWELL PC

s/
JOHN S. DEVLIN III, WSBA No. 23988
PILAR FRENCH, WSBA No. 33300

REED SMITH LLP

ROBERT A. NICHOLAS, pro hac vice
KIM M. WATTERSON, pro hac vice

STEVEN BORANIAN, pro hac vice
ELIZABETH BRANDON, pro hac vice

*Attorneys for Defendant AmerisourceBergen
Drug Corporation and AmerisourceBergen
Corporation*

DECLARATION OF SERVICE

I declare that I caused a copy of the foregoing document to be electronically served using the Court's Electronic Filing System, which will serve a copy of this document upon all counsel of record.

CARDINAL	
Vanessa S. Power, Atty	vanessa.power@stoel.com
Jenna Poligo, Atty	jenna.poligo@stoel.com
Per A. Ramfjord, Atty	per.ramfjord@stoel.com
Rachel C. Lee, Atty	rachel.lee@stoel.com
Christopher C. Rifer, Atty	christopher.rifer@stoel.com
Loryn Helfmann, Atty	lhelfmann@wc.com
A. Joshua Podoll, Atty	apodoll@wc.com
Suzanne Salgado, Atty	ssalgado@wc.com
Neelum J. Wadhwani, Atty	nwadhwani@wc.com
Paul E. Boehm, Atty	pboehm@wc.com
Eleanor J. G. Wasserman, Atty	ewasserman@wc.com
David J. Park, Atty	dpark@wc.com
Joshua D. Tully, Atty	jtully@wc.com
Steven Pyser, Atty	spyser@wc.com
Enu A. Mainigi, Atty	emainigi@wc.com
Jennifer G. Wicht, Atty	jwicht@wc.com
Joseph S. Bushur, Atty	jbushur@wc.com
Colleen McNamara, Atty	cmcnamara@wc.com
Ashley W. Hardin, Atty	ahardin@wc.com
J. Andrew Keyes, Atty	akeyes@wc.com
Emily R. Pistilli, Atty	epistilli@wc.com
William F. Hawkins, Atty	whawkins@wc.com
Stoel Docketing	docketclerk@stoel.com
Leslie Lomax, Legal Assistant	leslie.lomax@stoel.com
WA Action	cardinalwashingtonaction@wc.com

MCKESSON	
Franklin D. Cordell	fcordell@gordontilden.com
Jeffrey M. Thomas	jthomas@gordontilden.com
Kasey Huebner	khuebner@gordontilden.com
Christopher Eppich, Atty	ceppich@cov.com
Andrew Stanner, Atty	astanner@cov.com
Kevin Kelly, Atty	kkelly@cov.com
Amber Charles, Atty	acharles@cov.com
Meghan Monaghan, Atty	mmonaghan@cov.com
Isaac Chaput, Atty	ichaput@cov.com
Daniel Eagles, Atty	deagles@cov.com
Megan McLaughlin, Atty	mmclaughlin@cov.com
Devon L. Mobley-Ritter, Atty	dmobleyritter@cov.com
Megan Rodgers, Atty	mrodgers@cov.com
Sonya D. Winner, Atty	swinner@cov.com
Clayton L. Bailey, Atty	cbailey@cov.com

James A. Goold, Atty	jgoold@cov.com
Emily Kveselis, Atty	ekveselis@cov.com
Paul W. Schmidt, Atty	pschmidt@cov.com
Alexander Setzepfandt, Atty	asetzepfandt@cov.com
Christian J. Pistilli, Atty	cpistilli@cov.com
Lauren Dorris, Atty	ldorris@cov.com
Nicholas Griepsma, Atty	ngriepsma@cov.com
Alison DiCiurcio, Atty	adiciurcio@cov.com
Sara J. Dennis, Atty	sdennis@cov.com
Phyllis A. Jones, Atty	pajones@cov.com
Dale A. Rice, Atty	drice@cov.com
Nicole Antoine, Atty	nantoine@cov.com
Timothy Hester, Atty	thester@cov.com
Gregory L. Halperin, Atty	ghalperin@cov.com
Stephen Petkis, Atty	spetkis@cov.com
Alice Phillips Atty	aphillips@cov.com
Ellen Evans, Legal Assistant	eevans@gordontilden.com
Jacqueline Lucien Legal Assistant	jlucien@gordontilden.com
Courtney Caryl Garth, Paralegal	ccaryl@gordontilden.com
Electronic Mailing Inbox	mckessonwa@cov.com

AMERISOURCEBERGEN	
Pilar French, Atty	frenchp@lanepowell.com
John S. Devlin III, Atty	devlinj@lanepowell.com
Katie Bass, Atty	bassk@lanepowell.com
Elizabeth Brandon, Atty	ebrandon@reedsmith.com
Sarah Johansen, Atty	sjohansen@reedsmith.com
Rachel B. Weil, Atty	rweil@reedsmith.com
Steven Boranian, Atty	sboranian@reedsmith.com
Adam D. Brownrout, Atty	abrownrout@reedsmith.com
Nicole S. Soussan, Atty	nsoussan@reedsmith.com
Brian T. Himmel, Atty	bhimmel@reedsmith.com
Shannon E. McClure, Atty	smcclure@reedsmith.com
Michael J. Salimbene, Atty	msalimbene@reedsmith.com
Robert A. Nicholas, Atty	rnicholas@reedsmith.com
Thomas H. Suddath, Jr., Atty	tsuddath@reedsmith.com
Thomas J. McGarrigle, Atty	tmcgarrigle@reedsmith.com
Courtland C. Chillingworth, Atty	cchillingworth@reedsmith.com
Christina M. Vitale, Atty	cvitale@reedsmith.com
Brian T. Kiolbasa, Atty	kiolbasab@lanepowell.com
Abigail M. Pierce, Atty	abigail.pierce@reedsmith.com
Joseph Mahady, Atty	jmahady@reedsmith.com
Jeffrey R. Melton, Atty	jmelton@reedsmith.com
Anne E. Rollins, Atty	arollins@reedsmith.com
Eric J. Buhr, Atty	ebuhr@reedsmith.com
Brent R. Gary, Atty	bgary@reedsmith.com
Kim M. Watterson, Atty	KWatterson@reedsmith.com
Jeffrey M. Weimer, Atty	JWeimer@reedsmith.com
E-Mailbox	Docketing-SEA@lanepowell.com
E-Mailbox	Docketing-PDX@lanepowell.com
E-Mailbox	ABDCWA@LanePowell.com

DATED ____ day of _____ 2022, at Seattle, Washington.

s/
ANDREW R.W. HUGHES, WSBA No. 49515

Exhibit H Distributor Global Settlement Agreement

This document is not attached due to its size. The document can be found here: <https://agportal-s3bucket.s3.amazonaws.com/DistributorsSettlement/National%20Distributor%20Settlement.pdf>

EXHIBIT 2
Subdivision Settlement Participation Form
(Exhibit F of the Distributors Settlement)

Exhibit F
Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 (“*Distributors Washington Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 (“*Global Settlement*”) attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

8. The Governmental Entity has the right to enforce the Distributors Washington Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Washington Settlement, including, but not limited to, all provisions of Section XI of the Global Settlement, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Washington Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Washington Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Washington Settlement.
11. In connection with the releases provided for in the Distributors Washington Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Washington Settlement becomes effective pursuant to Section II.B of the Distributors Washington Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Washington Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributors Washington Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit F to the Distributors Washington Settlement or interpreted differently from the Distributors Washington Settlement in any respect, the Distributors Washington Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 3
One Washington Memorandum of Understanding Between Washington Municipalities

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrback L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

- 1. Corrective advertising or affirmative public education campaigns based on evidence.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 6. Engage non-profits and faith-based communities as systems to support prevention.
- 7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Adams County

Adams County	0.1638732475%
Hatton	
Lind	
Othello	
Ritzville	
Washtucna	
County Total:	0.1638732475%

Asotin County

Asotin County	0.4694498386%
Asotin	
Clarkston	
County Total:	0.4694498386%

Benton County

Benton County	1.4848831892%
Benton City	
Kennewick	0.5415650564%
Prosser	
Richland	0.4756779517%
West Richland	0.0459360490%
County Total:	2.5480622463%

Chelan County

Chelan County	0.7434914485%
Cashmere	
Chelan	
Entiat	
Leavenworth	
Wenatchee	0.2968333494%
County Total:	1.0403247979%

Clallam County

Clallam County	1.3076983401%
Forks	
Port Angeles	0.4598370527%
Sequim	
County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Clark County

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
County Total:	6.7812031452%

Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
County Total:	0.0561699537%

Cowlitz County

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
County Total:	2.4720828165%

Douglas County

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
County Total:	0.4731986040%

Ferry County

Ferry County	0.1153487994%
Republic	
County Total:	0.1153487994%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Franklin County

Franklin County	0.3361237144%
Connell	
Kahlotus	
Mesa	
Pasco	0.4278056066%
County Total:	0.7639293210%

Garfield County

Garfield County	0.0321982209%
Pomeroy	
County Total:	0.0321982209%

Grant County

Grant County	0.9932572167%
Coulee City	
Coulee Dam***	
Electric City	
Ephrata	
George	
Grand Coulee	
Hartline	
Krupp	
Mattawa	
Moses Lake	0.2078293909%
Quincy	
Royal City	
Soap Lake	
Warden	
Wilson Creek	
County Total:	1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
County Total:	1.2483954471%

Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
County Total:	0.9331973041%

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
County Total:	3.5635439479%

Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
County Total:	0.4811529598%

Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
County Total:	0.2211673457%

Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
County Total:	1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
County Total:	0.1712669645%

Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
County Total:	0.9329097900%

Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
County Total:	0.6145043345%

Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
County Total:	0.4895416466%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
County Total:	0.2566374940%

Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
County Total:	12.0345236870%

San Juan County

San Juan County	0.2101495171%
Friday Harbor	
County Total:	0.2101495171%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
County Total:	1.6910058544%

Skamania County

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
County Total:	0.1631931925%

Snohomish County

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
County Total:	11.8213083387%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Spokane County

Spokane County	5.5623859292%
Airway Heights	
Cheney	0.1238454349%
Deer Park	
Fairfield	
Latah	
Liberty Lake	0.0389636519%
Medical Lake	
Millwood	
Rockford	
Spangle	
Spokane	3.0872078287%
Spokane Valley	0.0684217500%
Waverly	
County Total:	8.8808245947%

Stevens County

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
County Total:	0.7479240179%

Thurston County

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
County Total:	3.3712525050%

Wahkiakum County

Wahkiakum County	0.0596582197%
Cathlamet	
County Total:	0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

EXHIBIT 4
Non-Exhaustive List of Expenditures that Qualify as Opioid Remediation
(Exhibit E of the Global Settlement)

EXHIBIT E**List of Opioid Remediation Uses****Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) / Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARF*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“*CTT*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“*NAS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Signature pages for Distributor Settlement

- (1) Participation Form,
- (2) Allocation Agreement, and
- (3) One Washington Memorandum of Understanding Between Washington Municipalities.

Full versions of these documents are available at <https://www.atg.wa.gov/distributors-washington-settlement>.

Exhibit F
Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 (“*Distributors Washington Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 (“*Global Settlement*”) attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

8. The Governmental Entity has the right to enforce the Distributors Washington Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Washington Settlement, including, but not limited to, all provisions of Section XI of the Global Settlement, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Washington Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Washington Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Washington Settlement.
11. In connection with the releases provided for in the Distributors Washington Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Washington Settlement becomes effective pursuant to Section II.B of the Distributors Washington Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Washington Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributors Washington Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit F to the Distributors Washington Settlement or interpreted differently from the Distributors Washington Settlement in any respect, the Distributors Washington Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: _____

Authorized signature: _____

Name: _____

Title: _____

Date: _____

A Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only by checking this box (see Paragraph 10.A of this Allocation Agreement):

☐ Local Government is executing the MOU in the form attached hereto as Exhibit 3, but which is further amended and modified as set forth in this Allocation Agreement, only for purposes of this Allocation Agreement.

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

Washington Distributor Settlement

August 8, 2022 presentation
Jeff Rupert, Washington AGO

The AGO's lawsuit against the distributors

- ▶ The AGO filed suit against AmerisourceBergen, Cardinal Health, and McKesson
- ▶ Nuisance and consumer protection claims
- ▶ Huge amount of document and data in discovery
- ▶ 6-month trial in King County Superior Court
- ▶ Settled at close of evidence

Overview of settlement

- ▶ Up to \$518 million payable over 17 years
 - ▶ \$430 million must be spent on combatting the opioid epidemic
 - ▶ Attorney General is directing an additional \$46 million in attorneys' fees to opioid spending by the State.
 - ▶ Remainder is attorneys' fees.

Who must join the settlement for it become effective?

- ▶ 125 local governments listed in the settlement
- ▶ All 37 jurisdictions that filed a lawsuit must join
- ▶ 90% of the local governments with a population over 10,000 that did not file a lawsuit must join

All other states have approved

- ▶ Washington settlement structure is very similar to the national distributor settlement that 48 other states and local governments joined
- ▶ No other State and its local governments have decided not to approve the national settlement

How a city or county can join the settlement

- ▶ Sign and return the Participation Form
- ▶ Deadline is September 23, 2022
- ▶ Return form to comopioidscases@atg.wa.gov

What happens if not enough cities and counties join the settlement?

- ▶ If not enough local governments join by September 23, 2022, the settlement is void
- ▶ No one gets any of the settlement money
- ▶ As of 8/8, only 17 out of 125 eligible local governments have returned the Participation Form

The national distributor settlement is part of Washington's settlement

- ▶ The national distributor settlement is incorporated into the Washington settlement as Exhibit H
- ▶ The terms and conditions in the national settlement apply to Washington

How will the money be split between the State and the local governments?

- ▶ The State and attorneys representing the local governments have agreed in principle to 50% local government/50% State split of the up to \$430 million abatement amount
- ▶ The local governments will receive up to \$215 million payable over 17 years

Why is the local government share “up to” \$215 million?

- ▶ The Washington and national settlement have base and incentive payment structures
- ▶ If less than 100% of the non-litigating local governments join, the settlement payments are less
- ▶ If a local government later files a lawsuit against the distributors, the settlement payments are less and the payments may be delayed

How to join the Allocation Agreement

- ▶ The Allocation Agreement has not yet been finalized, but will be sent to the local governments soon
- ▶ Sign the Allocation Agreement and return the signature page to comopioidscases@atg.wa.gov
- ▶ The threshold for the Allocation Agreement to be effective is in Exhibit O of the national settlement agreement

How are the local governments dividing their share?

- ▶ The One Washington MOU that Keller Rohrback circulated will be used to divide the local government share
- ▶ The Allocation Agreement makes a few changes to the One Washington MOU for the Distributor settlement

How to calculate the share your city or county would receive

- ▶ Exhibit B of the One Washington MOU lists the percentage that each eligible local government will receive
- ▶ Percentages based on population adjusted for proportionate share of the impact of the opioid epidemic
- ▶ A local government's share can be calculated by multiplying \$215 million and that local government's percentage in Exhibit B
- ▶ Attorneys' fees of 15% then need to be deducted, but this will not occur in later payment years as some of these fees are being paid via the settlement

How to join the One Washington MOU

- ▶ Sign the One Washington MOU
- ▶ Return the signature page to comopioidscases@atg.wa.gov or Keller Rohrback
- ▶ The threshold for the One Washington MOU to be effective is in Exhibit O of the national settlement agreement

A local government can decide to spend settlement money or pool it with others

- ▶ The One Washington MOU requires that each region establish an Opioid Abatement Council to oversee allocation, distribution, and spending
- ▶ A local government can spend settlement money itself or regionally
- ▶ Settlement funds must be spent on an Approved Use for fighting the opioid epidemic per court order

Spending and reporting requirements

- ▶ Opioid spending must be spent on an Approved Uses per court order
- ▶ Approved Uses are listed on Exhibit E of the national settlement agreement
- ▶ The national settlement and settlement administrator have reporting and tax cooperation requirements
- ▶ All records must be retained and the Public Records Act applies

To increase efficiency, please coordinate your spending with the State's spending

- ▶ The State's opioid spending is being coordinated by HCA and DOH
- ▶ Please discuss your spending plans with State and regional counsels so that spending can be coordinated

When do settlement payments start?

- ▶ The first payment is due by December 1, 2022
- ▶ Each of the 16 successive payment will be made on July 15

Will the settlement payments be the same each year?

- ▶ Settlement payments will not be the same but will not vary greatly unless certain incentive payments are not achieved. See Section IV and Exhibit M of the national settlement
- ▶ The first payment on December 1, 2022 will be approximately double the amount of the remaining 16 payments

Other opioid bankruptcies

- ▶ The Mallinckrodt and Purdue bankruptcies have different requirements, and no sign on is required for either
- ▶ There may be future opioid settlements

Questions

- ▶ Contact Jeff Rupert, the Complex Litigation Division Chief, at 206-389-2116 or Jeffrey.Rupert@atg.wa.gov
- ▶ You also can contact comopioidscases@atg.wa.gov
- ▶ <https://www.atg.wa.gov/distributors-washington-settlement> has more information about the settlement and the sign-on forms

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction, including any bankruptcy court, enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Regional Abatement Advisory Councils in Section E.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds that are in QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, Lewis, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified in this MOU a methodology for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into

a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.
- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation

Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.

- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds

from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington Government Fee Fund ("GFF") shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrbach L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling

defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments' private counsel's representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

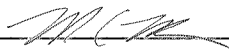
4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy

of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

**This One Washington Memorandum of Understanding Between Washington
Municipalities is signed** 3/29/2022 **by:**



Name & Title Matt Miller, Mayor

On behalf of City of Anacortes

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. **TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

- 1. Corrective advertising or affirmative public education campaigns based on evidence.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 6. Engage non-profits and faith-based communities as systems to support prevention.
- 7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
---------------	-----------------------------	---------------------

Adams County

Adams County	0.1638732475%
Hatton	
Lind	
Othello	
Ritzville	
Washtucna	
County Total:	0.1638732475%

Asotin County

Asotin County	0.4694498386%
Asotin	
Clarkston	
County Total:	0.4694498386%

Benton County

Benton County	1.4848831892%
Benton City	
Kennewick	0.5415650564%
Prosser	
Richland	0.4756779517%
West Richland	0.0459360490%
County Total:	2.5480622463%

Chelan County

Chelan County	0.7434914485%
Cashmere	
Chelan	
Entiat	
Leavenworth	
Wenatchee	0.2968333494%
County Total:	1.0403247979%

Clallam County

Clallam County	1.3076983401%
Forks	
Port Angeles	0.4598370527%
Sequim	
County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
---------------	-----------------------------	---------------------

Clark County

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
County Total:	6.7812031452%

Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
County Total:	0.0561699537%

Cowlitz County

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
County Total:	2.4720828165%

Douglas County

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
County Total:	0.4731986040%

Ferry County

Ferry County	0.1153487994%
Republic	
County Total:	0.1153487994%

EXHIBIT B

County	Local Government	% Allocation
---------------	-----------------------------	---------------------

Franklin County

Franklin County	0.3361237144%
Connell	
Kahlotus	
Mesa	
Pasco	0.4278056066%
County Total:	0.7639293210%

Garfield County

Garfield County	0.0321982209%
Pomeroy	
County Total:	0.0321982209%

Grant County

Grant County	0.9932572167%
Coulee City	
Coulee Dam***	
Electric City	
Ephrata	
George	
Grand Coulee	
Hartline	
Krupp	
Mattawa	
Moses Lake	0.2078293909%
Quincy	
Royal City	
Soap Lake	
Warden	
Wilson Creek	
County Total:	1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
---------------	-------------------------	---------------------

Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
County Total:	1.2483954471%

Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
County Total:	0.9331973041%

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

EXHIBIT B

County	Local Government	% Allocation
---------------	-----------------------------	---------------------

Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
County Total:	3.5635439479%

Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
County Total:	0.4811529598%

Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
County Total:	0.2211673457%

Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
County Total:	1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
---------------	-----------------------------	---------------------

Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
County Total:	0.1712669645%

Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
County Total:	0.9329097900%

Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
County Total:	0.6145043345%

Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
County Total:	0.4895416466%

EXHIBIT B

County	Local Government	% Allocation
---------------	-------------------------	---------------------

Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
County Total:	0.2566374940%

Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
County Total:	12.0345236870%

San Juan County

San Juan County	0.2101495171%
Friday Harbor	
County Total:	0.2101495171%

EXHIBIT B

County	Local Government	% Allocation
---------------	-----------------------------	---------------------

Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
County Total:	1.6910058544%

Skamania County

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
County Total:	0.1631931925%

Snohomish County

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
County Total:	11.8213083387%

EXHIBIT B

County	Local Government	% Allocation
---------------	-------------------------	---------------------

Spokane County

Spokane County	5.5623859292%
Airway Heights	
Cheney	0.1238454349%
Deer Park	
Fairfield	
Latah	
Liberty Lake	0.0389636519%
Medical Lake	
Millwood	
Rockford	
Spangle	
Spokane	3.0872078287%
Spokane Valley	0.0684217500%
Waverly	
County Total:	8.8808245947%

Stevens County

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
County Total:	0.7479240179%

Thurston County

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
County Total:	3.3712525050%

Wahkiakum County

Wahkiakum County	0.0596582197%
Cathlamet	
County Total:	0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
---------------	-----------------------------	---------------------

Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%