- *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

April 17, 2023
6:00 PM

PRELIMINARY AGENDA
Packet Materials / Watch Meeting

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
   a. Finance Committee (Report)
   b. Public Works Committee (Report)
   c. Housing Affordability and Community Services Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
   a. Minutes of April 10, 2023 (Action)
   b. Approval of claims in the amount of $1,319,986.74 (Action)
6. **Public Hearings**
   a. * Amending the 2023-2028 Capital Facilities Plan - Continued from April 10, 2023 (Discussion)
7. **Other Business**
   a. * Ordinance 4047: Amending the 2023-2028 Capital Facilities Plan (Discussion/Possible Action)
   b. * Ordinance 4048: Amending the 2023 Annual Budget (Discussion/Possible Action)
   c. Opioid Settlement Agreement (Discussion/Action)
8. **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 - April 10, 2023

Call to Order
Mayor Matt Miller called to order the Anacortes City Council meeting of April 10, 2023 at 6:00 p.m. Councilmembers Ryan Walters, Anthony Young, Carolyn Moulton, and Bruce McDougall were present. Councilmembers Christine Cleland-McGrath and Jeremy Carter were absent. Councilmember Amanda Hubik participated in the meeting remotely via Zoom.

Ms. Moulton moved, seconded by Mr. Young, to excuse the absence of Ms. Cleland-McGrath. The motion carried unanimously by voice vote.

Mr. Young moved, seconded by Mr. McDougall, to excuse the absence of Mr. Carter. The motion carried unanimously by voice vote.

Closed Session

Collective Bargaining topics per RCW 42.30.140(4)(b) (30 minutes)
At approximately 6:01pm Mayor Miller announced that the Council will enter in a closed session pursuant to RCW 42.30.140(4)(b) regarding collective bargaining topics. The closed session lasted 30 minutes and no action was taken.

Pledge of Allegiance
At approximately 6:31 pm, Mayor Miller reconvened the meeting. The assembly joined in the Pledge of Allegiance.

Ms. Moulton moved, seconded by Mr. Young, to amend the agenda to add item 8.e. – Resolution 3117: A resolution authorizing the signature and execution of a Collective Bargaining Agreement between the City of Anacortes and Teamsters Union Local No. 231. The motion carried unanimously by voice vote.

Announcements and Committee Reports
Mayor Miller thanked Mr. Young for presiding over the Easter Egg Hunt, the public works department for the cleanup over the past weekend, and announced that the A-Town magazine would be mailed out next week.

Planning Committee
Mr. Walters reported from the Committee meeting held earlier in the evening. The topics discussed included the proposed Arts Center lease and the MJB development process.

Port / City Liaison Committee
Mr. Young reported from the Port/City Liaison Committee meeting held the previous Tuesday. The Port topics discussed included an update on the west basin development, the restroom closure at the harbormaster office, tourism, the north basin development, and rapid electric vehicle chargers. City topics included the Tommy Thompson Trestle reopening, a fiber update, police vacancies, Stabberts Marina and the purchase of the former Lovrics property, and a situation update on T Avenue.

Planning Commission Appointment
Mayor Miller presented the proposed appointment of William McCombs to the Planning Commission filling the remainder of the term of Gary Molyneaux effective through December 31, 2026.

Mr. Young moved, seconded by Mr. McDougall, to approve the appointment of William McCombs to the Planning Commission filling the remainder of the term of Gary Molyneaux effective through December 31, 2026. The motion carried unanimously by voice vote.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda.

Pat Gardner of Anacortes addressed the MJB development, asking for an overhead map layout or diagram published in the newspaper or posted to inform the public of what the proposed development will look like. She then addressed T Avenue, stating that they were setting up camp in the area and that it looked pretty bad. Mayor Miller responded that the MJB plan is still in the permitting process and it is private property, so the city cannot render what it would look like. He promised to ask the developer if they could provide information to the public.

Consent Agenda

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

a. Minutes of April 3, 2023

b. Approval of claims in the amount of $252,095.76

The following vouchers/checks were approved for payment:

EFT numbers: 105962 through 105997, total $137,297.18

Check numbers: 105998 through 106017, total $88,683.66

Wire transfer numbers: 321922 through 322343, total $26,114.92

Public Hearings

Amending the 2023-2028 Capital Facilities Plan - Continued from April 3, 2023

Mayor Miller opened the continued public hearing for amending the 2023-2028 Capital Facilities Plan and introduced Finance Director, Steve Hoglund, who announced that the two-week public comment period remains open until the end of this week. Mayor Miller announced that the public hearing would remain open until next week.

Other Business

Ordinance 4047: Amending the 2023-2028 Capital Facilities Plan and Ordinance 4048: Amending the 2023 Annual Budget

Finance Director, Steve Hoglund, introduced Ordinance 4047: Amending the 2023-2028 Capital Facilities Plan (CFP) and Ordinance 4048: Amending the 2023 Annual Budget, briefing on the main tenets of the proposed ordinances, including the estimated cost of the proposed Depot Pavilion of $800,000 and the accompanying operating budget amendment to include funding for the unmanned aerial vehicle system and body camera systems for the police department, and the Fire Station 3 purchase.

Mayor Miller invited the public to comment on the agenda item. No one present wished to address the Council on the agenda item.

Mayor Miller clarified that the CFP amendment is required for the county grant, but not for other grants such as a Lodging Tax Advisory Committee (LTAC) grant.

Mr. Young mentioned the iconic nature of the Port Transit Shed and said that there is a need for an event venue to replace it that would allow for combined use by local and visiting organizations for events and the Farmers Market. Mayor Miller reminded the Council and the public that the Port will close the Transit Shed to events at the end of this year. Ms. Moulton expressed support for a covered structure at the Depot Pavilion, but that there is still not enough information to categorically support a $800,000 investment, mentioning other priorities such as the Heart Lake Plan and Guemes Channel Trail. She added that an events center may not be built before 2025 in the MJB development and that the proposed Depot Pavilion would not be built before 2024. Mayor Miller reminded the Council that this is not a request to spend $800,000, but rather a request for inclusion of the project in the CFP to allow the city to potentially apply for the county .09 grant funding for which there are no other competing city projects. Mr. McDougall asked if the .09 grant is competitive and single-use. Parks and Recreation Director, Jonn Lunsford, responded that it is a competitive grant, and this project would have a good chance for success because of the Farmers Market extended season and the economic benefits to the city. Mr. McDougall asked if we could only use the grant money for the specific purpose in the application. Mr. Lunsford responded affirmatively. Mr. McDougall followed up by asking if there was a financial cost to the city if the grant application were successful. Mr. Lunsford replied that there would be a funding match requirement of 30% or less, which could be covered by LTAC or Real Estate Excise Tax revenues.

Mr. Walters asked if the city had received .09 grant money for fiber. Administrative Services Director, Emily Schuh, responded that it had been awarded $500,000 for Guemes View construction and the measure needed to be added to the CFP in order to be considered. Mr. Walters suggested that the city could request additional funding for fiber, adding that he is not ready to approve $800,000 for the Depot Pavilion, expressing disapproval of the concept drawing shown last week. He pointed out that LTAC reserve funds could be used immediately with LTAC approval to fund the project, and proposed asking the Port to extend the deadline for the closure while the city developed the project further. He concluded that the design needs to be developed and that it could be placed in a different location.

Mr. Young acknowledged his colleagues' points, pointing out that we are not certain about the inclusion of an events center in the MJB development, and that it would be important to link the Port North Basin project, the MJB development, the South Commercial district and the downtown. He concluded that if we have a chance at the grant, then the city should proceed and conditionally add it to the CFP despite not having a refined design, and that this is the known area that the city can explore.

Mayor Miller asked about the timeline for the .09 grant. Mr. Lunsford responded that the grant application is due by April 28, 2023. Mayor Miller offered the Council to apply for other suggested projects if requested.

Mr. McDougall asked if the grant was awarded would the city be committed to moving forward. Mr. Lunsford responded that he had asked the county this question and would pass their feedback to the Council once received. Mr. Young asked if there was any disadvantage posed by the short timeline. Mr. Lunsford responded that the grant is already drafted and ready to submit. Mr. Young followed up by asking if the city would have flexibility related to the design. Mr. Lunsford cited the installation of the restroom at the Depot Plaza, pointing out that the provisional design concept was approved, but that the specifics changed subsequent to the grant award. Mr. Young asserted that this process would be adequate to address the design and aesthetic concerns expressed by Ms. Moulton and Mr. Walters. Mr. Lunsford responded that the Council buy-in for the concept would be needed to apply and then the design could be further refined through a planning process. Mr. Walters pointed out that it is bad practice to apply for a grant for a facility that would not actually be built, and expressed difficulty envisioning how this would work. He expressed reservations about proceeding with the grant application and suggested proceeding with a design plan. He added that he would not approve the items as presented.

Mr. Walters asked Mr. Hoglund about the long-term funding for Fire Station 3. Mr. Hoglund responded that the funds used to make the purchase came out of cash reserves from the general fund and that the city could apply for a commercial loan or go into the bond market to replenish the cash reserves by the end of the year.

Mr. Walters asked why the city would not apply for .09 money for fiber as had been done in the past. Ms. Schuh responded that the majority of the Guemes View expansion project expenses are accounted for and that the Economic Development Administration (EDA) grant expansion area costs would be covered by grant funds. Mr. Walters suggested that .09 funds could be used for fiber installation costs, pointing out that previous grant monies had been used to fund network backbone construction. Ms. Schuh responded that granting agencies do not want to act on projects that cross into private property. Mr. Walters asked if there was a match requirement from the EDA grant. Ms. Schuh responded that there is a match funding requirement. Mr. Walters asserted that there could be money available for general expenses related to fiber. Ms. Schuh responded that there could be other options for .09 grant funding if the Council decided not to choose the Depot Pavilion project.

Mr. McDougall asked if there could be a proposal for building fiber on Guemes Island? Ms. Schuh responded that the project must be part of the Economic Development Plan and priority is given to projects located in the incorporated or unincorporated Urban Growth Area (UGA) and preference is given to projects that have matching revenue. She concluded that they are looking for projects that create or retain family wage jobs, of which 9 businesses have grown from the Farmers Market. Mr. McDougall acknowledged that the UGA preference would make such a proposal non-competitive. Mayor Miller pointed out that the city was successful with the .09 grant for fiber for economic development reasons.

Mr. Young pointed out that projects are ranked in the CFP and that there is an opportunity with the Depot Pavilion to fill the void of an events center, and by placing it on the CFP it would allow the Council to determine if there are available resources. Mayor Miller encouraged the Council to reach out to their constituents and city staff to determine what is the best path forward.

Public Works Quarterly Update

Public Works Director, Henry Hash, commenced the public works quarterly update by providing an overview of the essential services the public works department provides on a daily basis with great teamwork and excellent customer service. He mentioned that the Resource Conservation position is not currently filled and that the Commercial Avenue roundabout.

He then introduced the Waste Water Treatment Plant Manager, Brian Walker, who provided an activity update including current staffing, operations statistics, equipment purchases and upgrades, operator training, current and future projects, and announced the June 1st open house.

Water System Manager, Brian McDaniel, followed by mentioning statistics of water provision that exceeds standards and is one of 10 Level 4 plants in the state. He provided a staffing update, citing a current opening that exists for an operator and an internal promotion, project updates on the Former Water Treatment Plant demolition, Craley leak detection program, 36-inch transmission main final repair, water system modeling, advanced metering infrastructure, water treatment plant transformer replacement. He then mentioned the consumer confidence report results, techniques for cleaning water mains, the tentative August 1st acquisition of the South Fidalgo water system, and participation in the upcoming water meter Olympics.

Operations Manager, WiL Ludemann, provided an update on operations and facilities ongoing projects including generator replacement at the library and police department, a fleet update, solid waste collection statistics, and street department activities. Ms. Moulton asked about the recycling rate? Mr. Ludemann responded that 47% of refuse goes into recycling and 53% to solid waste.

Geographic Information Systems and Asset Management System Manager, Rob Hoxie, detailed the See-Click-Fix program roll-out, the Cartegraph integration with the Wastewater Treatment Plant, assisting with water modeling, monthly Cartegraph trainings with divisions, and a new GIS program that will be implemented over the next year.

City Engineer, Tim Hohmann, provided an update on the engineering division including current staffing, recently completed projects including the 32nd Street and M Avenue roundabout and ongoing projects including fiber backbone construction, waterline updates, road resurfacing, and sewer line upgrades to mitigate tree root intrusions, R Avenue improvement project, the Ben Root Skate Park reconstruction, Fiber Economic Development Administration grant project. He then announced that the public works department had been awarded nearly $6 million in transportation grants. He then recapped the stormwater division's role in installing a rain garden at Mount Erie Elementary School with assistance from partners including the Anacortes School District, Northwest Straits Foundation, Skagit Marine Resources, Holly Frontier, Azusa Nursery, and the Skagit Watershed Council. He concluded by mentioning the implementation of the Source Control Program and Stormwater Management Plan with the help of the recent addition of Stormwater Inspector, Aaron Esterholt, who is in the process of inspecting local businesses to ensure that they are following best practices.

Ordinance 4045: Title 9 Update

City Attorney, Darcy Swetnam, re-introduced Ordinance 4045: Title 9 Update, which was previously discussed at the March 27, 2023 City Council meeting. She referred to a presentation that was added to the packet materials for the meeting.

Mayor Miller invited the public to comment on the agenda item. No one present wished to address the Council on the agenda item.

Mr. Walters pointed out that the state legislature is considering a measure to repair the *Blake* decision, and if passed, would pre-empt the city code, which could then be repealed. He emphasized the importance of community courts related to drug crimes and that the objective should be to get people into treatment and not tolerate such behavior. He then added that the prohibition of open carry of firearms in the City Council chambers is included and suggested that a sign be posted in the chambers. He recommended approval of the ordinance.

Mr. McDougall asked about the sliding scale for exclusion from city property and if there are existing enforcement scenarios with similar instances. Police Chief, Dave Floyd, responded that there is a current one-year exclusion from private property through an appeals process, which is important for refining the exclusion period and that the exclusions are tracked through the records management system. He clarified that the difficulty with using the sliding scale is determining if existing citations occur on city property and the number of offenses within the one-year period.

Ms. Moulton wondered how many individuals had been trespassed from public property. Chief Floyd responded that the majority of trespassing are from retail establishments from theft or disorderly conduct complaints. Mr. Walters added that the sliding scale was added because of guidance from the Municipal Research and Service Center and that it helps ensure due process considerations, as there should be some access to public facilities for the exercise of individual constitutional rights to interact with government.

RYAN WALTERS moved, seconded by CAROLYN MOULTON, to approve Ordinance 4045 as presented. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Resolution 3117: A resolution authorizing the signature and execution of a Collective Bargaining Agreement between the City of Anacortes and Teamsters Union Local No. 231.

Human Resources Director, Reilly Wynn, introduced Resolution 3117, a collective bargaining agreement with the Teamsters Union Local 231, referring to a slide presentation that was added to the packet materials for the meeting. The agreement would be effective from April 16, 2023 through December 31, 2025. Ms.Wynn mentioned that 30% of the salaries are covered by utilities.

Ms. Moulton expressed appreciation for the work done and termed the agreement as a successful outcome. CAROLYN MOULTON moved, seconded by AMANDA HUBIK, to approve Resolution 3117 to authorize the signature and execution of the collective bargaining agreement between the City of Anacortes and Teamsters Union Local No. 231. Mayor Miller invited additional discussion from the Council.

Mr. Walters thanked Ms. Wynn for following up with the Finance Director on the percentage of salary for Teamsters employees covered by utilities, and added that the amount not covered by utilities is covered by general revenue and other smaller revenue sources, amounting to about $1.4 million. He expressed support for compensating employees appropriately relative to the rate of inflation through cost of living adjustments, and wondered where we would get the $1.4 million. Ms. Wynn deferred to Mr. Hoglund. Mr. Walters mentioned that the remaining amount of money would need to come from somewhere, as property tax revenue only increases by $50,000 each year and this gap will continue to be a challenge to provide the same level of services moving forward.

Mayor Miller called for the vote. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 8:27 p.m. the Anacortes City Council meeting of April 10, 2023 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 April 17, 2023 City Council meeting:

Download this file in OpenDocument spreadsheet format.

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
322609	10/13/2022	1-122647910464	JOHNSON CONTROLS INC	WTP HVAC SYSTEM PREVENTIVE	$ 8,512.02	dwtp
322711	11/15/2022	21054TC2	NW SAFETY SIGNS INC	OAK HARBOR FIBER INSTALLATION FLAGGING	$ 3,449.40	dwtp
322707	1/13/2023	ANA-22-002	SKAGIT CLIMATE SCIENCE	WATER SYSTEM CLIMATE VULNERABILITIES REPORT	$ 5,200.00	dwtp
322614	2/13/2023	116275	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025: RELOCATE CONDUITS IN SHOP GARAGE	$ 5,440.00	pw1
322620	2/16/2023	116407	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025: HEAT/LIGHTING INSTALL AT SHOP GARAGE	$ 7,420.40	pw1
322456	2/20/2023	13472817	HACH COMPANY	OPERATING SUPPLIES	$ 3,531.68	dwwtp
322709	3/1/2023	Pay App 5	COLACURCIO BROTHERS CONST	32ND STREET AND M AVENUE INTERSECTION IMPROVEMENTS PROJECT	$ 5,500.00	pw1
322384	3/9/2023	ContractKiser	KISER, SHERRI	PAY FOR GYM SUPERVISING CO-ED ADULT	$ 577.00	pkrec
322372	3/15/2023	6436-8	THE SHERWIN WILLIAMS CO	STREET PAINT	$ 14,204.49	dshop
322544	3/16/2023	I6340660	HD FOWLER COMPANY INC	MAINTENANCE SUPPLIES - INCINERATOR	$ 2,543.90	dwwtp
322386	3/20/2023	9331311287	GRAYBAR ELECTRIC COMPANY, INC	NOKIA LICENSES & SUPPORT	$ 44,935.78	fiber
322713	3/22/2023	07-59354	CUMMINS, INC.	PURCHASE OF NEW PUBLIC SAFETY BUILDING GENERATOR - ATS AND MTS	$ 13,286.44	pw1
322461	3/22/2023	876879	HASA, INC	SODIUM HYPOCHLORITE 12.5% SOLUTION	$ 6,295.08	dwwtp
322739	3/24/2023	3694015	ZOLL MEDICAL CORPORATION	ACCUVENT FLOWTUBES	$ 631.65	medic
322712	3/24/2023	8202	CONTEC SYSTEMS INDUSTRIAL CORP	WWTP DATASOFT UPGRADE	$ 10,875.00	dwwtp
322697	3/27/2023	0298747-IN	REISNER DISTRIBUTOR INC	DC PUMP #152	$ 79.21	dshop
322615	3/27/2023	0545	FIDALGO CLEANING	APD CLEANING & SUPPLIES	$ 800.00	apd
322455	3/27/2023	14573	ENVIROCARE INTERNATIONAL, INC,	INCINERATOR OPERATING SUPPLIES - MERCURY MODULES (2)	$ 23,400.00	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
322715	3/27/2023	20411.17-5	GRAY & OSBORNE INC	ON-CALL STORMWATER-RELATED ENVIRONMENTAL SERVICES - SAMISH COTTAGES	$ 95.82	pw1
322741	3/27/2023	22411.07-3	GRAY & OSBORNE INC	ON-CALL STORMWATER-RELATED ENVIRONMENTAL SERVICES: BASIN B2 MODELING	$ 434.28	pw1
322714	3/27/2023	23411.01-3	GRAY & OSBORNE INC	ON-CALL STORMWATER-RELATED ENVIRONMENTAL SERVICES - BASIN G11 MODELING	$ 922.85	pw1
322746	3/27/2023	23411.03-1	GRAY & OSBORNE INC	ON-CALL STORMWATER-RELATED ENVIRONMENTAL SERVICES: 814 28TH ST	$ 191.64	plan
322745	3/27/2023	23411.04-1	GRAY & OSBORNE INC	ON-CALL STORMWATER-RELATED ENVIRONMENTAL SERVICES: 2920 K AVE	$ 191.64	plan
322742	3/27/2023	23411.05-1	GRAY & OSBORNE INC	ON-CALL STORMWATER-RELATED ENVIRONMENTAL SERVICES: R AVE ROUNDABOUT	$ 287.46	pw1
322743	3/27/2023	23461.00-2	GRAY & OSBORNE INC	R AVENUE LONGTERM IMPROVEMENT PROJECT; F3 & F4 BASIN MODELING	$ 5,330.18	pw1
322462	3/27/2023	PS-INV104186	WHITNEY EQUIPMENT CO INC	NUTRIENT REDUCTION PROJECT	$ 829.06	dwwtp
322463	3/27/2023	PS-INV104187	WHITNEY EQUIPMENT CO INC	NUTRIENT REDUCTION PROJECT	$ 646.27	dwwtp
322464	3/27/2023	PS-INV104303	WHITNEY EQUIPMENT CO INC	NUTRIENT REDUCTION PROJECT	$ 6,651.53	dwwtp
322701	3/28/2023	00110007	OWEN EQUIPMENT COMPANY	VACTOR SEWER TRUCK PURCHASE	$ 497,923.04	pw1
322619	3/28/2023	230378	T-SHIRTS BY DESIGN	SWEATSHIRT, JACKET - ASHLEY WICK	$ 260.03	medic
322744	3/28/2023	3696391	ZOLL MEDICAL CORPORATION	2 AED (AC M & 2918)	$ 5,915.16	medic
322737	3/28/2023	863007	CASCADE COLUMBIA DISTRIBUTION	SODIUM FLUORIDE	$ 2,820.40	dwtp
322601	3/29/2023	32617	SKAGIT PUBLISHING LLC	PUBLISH AA-350898	$ 48.72	finance
322602	3/29/2023	32618	SKAGIT PUBLISHING LLC	PUBLISH AA-351584	$ 52.78	legal
322603	3/29/2023	32619	SKAGIT PUBLISHING LLC	PUBLISH AA-351586	$ 64.96	legal
322604	3/29/2023	32620	SKAGIT PUBLISHING LLC	PUBLISH AA-351593	$ 56.84	legal
322696	3/30/2023	0154476-IN	SWS EQUIPMENT	SWEEPER BROOMS	$ 1,374.89	dshop
322300	3/30/2023	1116268	FERGUSON ENTERPRISES, INC	MXU'S PRO-RATED	$ 1,376.19	wdist

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
322705	3/31/2023	0323	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - MARCH 2023	$ 325.00	pkrec
322613	3/31/2023	1033700	USA DEBUSK, LLC	INCINERATOR SAND REMOVAL - MARCH 2023 MAINTENANCE SHUTDOWN	$ 2,367.20	dwwtp
322457	3/31/2023	11711	PETDATA, INC	PETDATA LICENSING FEES MARCH	$ 168.00	finance
322708	3/31/2023	2023.3	BAYVIEW CONSULTING, LLC	FORMER WTP DEMOLITION PROJECT: SPECIAL PROJECT MANAGER - MARCH 2023	$ 1,823.40	dwtp
322377	3/31/2023	226529	LAKESIDE INDUSTRIES, INC.	ROCK FOR STOCKPILE	$ 2,575.78	dshop
322552	3/31/2023	230075	BLYTHE MECHANICAL, INC	REET FIRE STATION 1 FURNACE REPAIR	$ 1,420.17	pwfac
322444	3/31/2023	232669	INFOSEND, INC.	MARCH 2023 PROCESSING	$ 4,150.91	finance
322719	3/31/2023	45933	PACIFIC SECURITY	SECURITY DETAIL COURT DAYS	$ 507.50	court
322556	3/31/2023	CL58593	REISNER DISTRIBUTOR INC	VEHICLE FUEL - MAR 23	$ 29,941.60	finance
322551	3/31/2023	COURT & BUILDING FEE	WASHINGTON STATE TREASURER	COURT & BLDG FEES TO STATE - QTR 1	$ 10,420.20	finance
322704	3/31/2023	GC0010377	CODE PUBLISHING, LLC	CODIFICATION SERVICES	$ 73.44	legal
322596	3/31/2023	IN1855215	MUNICIPAL EMERGENCY SERVICES	SCBA MASKS AND HEADNETS	$ 6,669.44	medic
322627	3/31/2023	IN950474	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - MARCH 2023	$ 8,808.36	fiber
322612	3/31/2023	Pay App 4	SUMMITX CONTRACTORS, INC	ACCESS ANACORTES FIBER INTERNET GUEMES VIEW AREA UNDERGROUND CONSTRUCTION	$ 121,115.13	fiber
322447	4/1/2023	052-0010-00	CITY OF ANACORTES	OPS 3/1 -3/31/23	$ 1,755.35	dshop
322597	4/1/2023	10624	PORT OF ANACORTES	APRIL MOORAGE FOR MARINE 29	$ 397.73	medic
322446	4/1/2023	1396161-0043-8	WASTE MANAGEMENT	MARCH 2023 CONTRACTED SERVICES	$ 141,193.09	finance
322459	4/1/2023	190-1840-00	CITY OF ANACORTES	WWTP 3/1-3/31/23	$ 6,697.96	dwwtp
322623	4/1/2023	34835	COMMERCIAL ALARM & DETECTION	LIBRARY FIRE ALARM MONITORING AGREEMENT	$ 97.92	pw1
322547	4/1/2023	3512	SKAGIT COUNTY SHERIFF'S OFFICE	INMATE MEDICAL PERIOD ENDING 6/25/2023	$ 14,981.53	apd
322710	4/1/2023	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 03/01-03/31/23	$ 54.00	finance
322624	4/1/2023	LTAC Chamber Exper	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER EXPERIENCE 1ST Q PMT	$ 47,093.63	plan

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
322628	4/1/2023	LTAC Chamber Vic 1st	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER VIC 1ST QUARTER PAYMENT	$ 18,750.00	plan
322385	4/2/2023	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 4/9-5/8/23	$ 185.23	fiber
322722	4/3/2023	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 3/3-4/3/2023	$ 11.72	publib
322724	4/3/2023	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 3/3-4/3/2023	$ 24.39	publib
322631	4/3/2023	200012505505	PUGET SOUND ENERGY INC	WTP 3/1-3/31/23	$ 67,855.78	dwtp
322611	4/3/2023	2023-174	PUBLIC SAFETY TESTING, INC	PRE-EMPLOYMENT TESTING SERVICES FOR POLICE AND FIRE	$ 718.00	hr
322378	4/3/2023	220025931985	PUGET SOUND ENERGY INC	CHERRY LN ORCHARD AVE ST LIGHTS 3/3 - 4/3/23	$ 8.84	dshop
322380	4/3/2023	220030712800	PUGET SOUND ENERGY INC	STREET LIGHTS: 3/3 - 4/3/23	$ 4.82	dshop
322751	4/3/2023	2366	THE CLEAN TEAM	2023 JANITORIAL SERVICES - SENIOR CENTER/CITY HALL AS NEEDED CLEANINGS	$ 3,840.00	pw1
322750	4/3/2023	2368	THE CLEAN TEAM	2023 JANITORIAL SERVICES - MARCH	$ 4,776.00	pw1
322448	4/3/2023	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS 3/3 - 4/3/23	$ 20.47	dshop
322382	4/3/2023	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 2/2 - 3/2/23	$ 21,086.68	dshop
322381	4/3/2023	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS 2/8 - 3/8/23	$ 100.84	dshop
322379	4/3/2023	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 3/1 - 3/30/23	$ 88.72	dshop
322630	4/3/2023	878342	HASA, INC	SODIUM HYPOCHLORITE	$ 4,994.39	dwtp
322600	4/3/2023	AFD 23	ISLAND HOSPITAL	JANUARY & FEBRUARY AMBULANCE SUPPLIES	$ 4,092.45	medic
322373	4/4/2023	026P43292	DOBBS PETERBILT - MARYSVILLE	PARTS #515	$ 84.39	dshop
322375	4/4/2023	0299330-IN	REISNER DISTRIBUTOR INC	DEF	$ 973.11	dshop
322298	4/4/2023	23005285	WASHINGTON STATE PATROL	RED DEPT BACKGROUND CHECKS	$ 22.00	pkrec
322546	4/4/2023	300795	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; MARCH 2023	$ 45.00	apd
322626	4/4/2023	4/4/2023	WESTERN DISPLAY FIREWORKS, LTD	FOURTH OF JULY FIREWORKS 2023 - 2ND INSTALLMENT	$ 9,500.00	parks1
322693	4/4/2023	7272034-00	TURF STAR WESTERN	PARTS #706	$ 203.77	dshop
322691	4/4/2023	7272086-00	TURF STAR WESTERN	GASKETS #706	$ 50.01	dshop
322729	4/4/2023	88106464-PI	SALUS BIOSCIENCE, LLC	MILLIPORE FILTERS	$ 1,274.00	dwtp
322717	4/5/2023	003FPD2303	MILLIMAN INC	FF PENSION FUND - GASB 67 & 68	$ 3,600.00	finance
322702	4/5/2023	05APR2023-269837	MILES SAND & GRAVEL CO.	ECOLOGY BLOCKS	$ 1,055.36	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
322695	4/5/2023	12P28814	MOTOR TRUCKS, INC	HEADLIGHTS	$ 587.91	dshop
322383	4/5/2023	15758	ANACORTES CHAMBER OF COMMERCE	CHAMBER OF COMMERCE	$ 585.00	executive
322542	4/5/2023	1987984	MILES SAND & GRAVEL CO.	5/8" ROCK	$ 293.76	dshop
322374	4/5/2023	3-204292	LOUIS AUTO GLASS INC.	INSTALL WINDSHIELD	$ 410.89	dshop
322553	4/5/2023	319627	DOORMAN COMMERCIAL, LLC	REET DOOR CLOSER REPAIR	$ 402.02	pwfac
322606	4/5/2023	33026	SKAGIT PUBLISHING LLC	PUBLISH AA-351624	$ 113.68	finance
322607	4/5/2023	33027	SKAGIT PUBLISHING LLC	PUBLISH AA-353122	$ 52.78	finance
322608	4/5/2023	33028	SKAGIT PUBLISHING LLC	PUBLISH AA-353146	$ 40.60	finance
322610	4/5/2023	33029	SKAGIT PUBLISHING LLC	PUBLISH AA-354231	$ 129.92	plan
322349	4/5/2023	773085	REECE, STORMIE	DEPOT JANITORIAL SERVICES MARCH 2023	$ 1,386.00	parks1
322376	4/5/2023	SDW_PSI07502	WOOD'S LOGGING SUPPLY	FILTER HOUSING	$ 33.64	dshop
322453	4/6/2023	03APR2023-269588	MILES SAND & GRAVEL CO.	ECOLOGY BLOCKS	$ 701.77	dshop
322698	4/6/2023	1080066	FERGUSON ENTERPRISES, INC	METER PARTS	$ 5,053.26	wdist
322699	4/6/2023	1080509	FERGUSON ENTERPRISES, INC	METER PARTS: MXU'S	$ 9,170.73	wdist
322703	4/6/2023	1988106	MILES SAND & GRAVEL CO.	5/8" ROCK FOR STOCKPILE	$ 424.32	dshop
322452	4/6/2023	233656	INFOSEND, INC.	INFOSEND MAILING INSERT	$ 688.07	executive
322617	4/6/2023	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPS: 2/18- 3/21/23	$ 1,423.67	dshop
322690	4/6/2023	7272034-01	TURF STAR WESTERN	PARTS- #706	$ 356.33	dshop
322450	4/6/2023	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; MARCH 2023	$ 606.00	apd
322538	4/7/2023	100-1660-01	BURGESS, DONNA	UB Refund Cst #041760	$ 109.83	finance
322539	4/7/2023	141-2700-01	LONGITUDE LLC	UB Refund Cst #063193	$ 46.49	finance
322559	4/7/2023	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 3/8-4/6/23	$ 126.67	finance
322618	4/7/2023	220015523313	PUGET SOUND ENERGY INC	501 Q AVE 3/8-4/6/23	$ 37.03	dshop
322558	4/7/2023	220021901958	PUGET SOUND ENERGY INC	TSUNAMI SIREN SKYLINE WAY 3/8-4/6/23	$ 10.89	dwwtp
322537	4/7/2023	MAR2023	SKAGIT LAW GROUP, PLLC	PROSECUTION SERVICES -MAR 2023	$ 6,700.00	attorney
322616	4/8/2023	00005W5A831143	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 4-8-23	$ 12.51	apd
322718	4/9/2023	75419230	INGRAM LIBRARY SERVICES, LLC	INGRAM ADULT BOOKS	$ 1,076.37	publib
322732	4/10/2023	11017095	WORLD WIDE TECHNOLOGY, LLC	OFDC FOR GUEMES VIEW EXPANSION	$ 12,476.64	fiber
322731	4/10/2023	13535678	HACH COMPANY	HACH TU5300 WIPERS, VIALS, DESICCANT CARTRIDGES	$ 2,011.92	dwtp
322730	4/10/2023	326055	USA BLUE BOOK	HARDNESS STANDARD, STABLCAL TURB STANDARDS, HYDROCHLORIC ACID	$ 663.39	dwtp
322605	4/10/2023	33025	SKAGIT PUBLISHING LLC	PUBLISH AA-351458	$ 609.00	legal

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
322689	4/10/2023	719	BLUE COW CARWASH	CAR WASHES- 1ST QUARTER	$ 510.00	dshop
322557	4/10/2023	PS-INV104193	WHITNEY EQUIPMENT CO INC	MAINTENANCE - PUMP STATION 01 - PUMPS	$ 24,976.13	dwwtp
322629	4/10/2023	ReimbRollo	ROLLO, JAMES	WTP OP 4 -TEST, DOH CERTIFICATE REIMBURSEMENT	$ 192.74	dwtp
322733	4/11/2023	11017693	WORLD WIDE TECHNOLOGY, LLC	OFDC FOR GUEMES VIEW EXPANSION	$ 18,714.96	fiber
322748	4/11/2023	22-049-WTR-0011	SEAHURST ELECTRIC, INC	RETAINAGE RELEASE	$ 480.20	pw1
322706	4/11/2023	INV2631494	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 3/8-4/7/23	$ 612.52	finance
	Total				**$ 1,319,986.74**	

City Council Agenda Bill

Meeting Date: April 17, 2023 **Agenda Item:** 6.a.

Agenda Item Title: Amending the 2023-2028 Capital Facilities Plan - Continued from April 10, 2023

Staff Contact(s): STEVE HOGLUND, JONN LUNSFORD

Approved for Submittal to Council by	**Action Type**
GREG FRANCIOCH STEVE HOGLUND	Public Hearing

Item Summary: Continued public hearing from April 3, 2023 and April 10, 2023 regarding the proposed addition of a Depot Pavilion to the 2023-2028 Capital Facilities Plan

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented): None

City Council Agenda Bill

Meeting Date: April 17, 2023 **Agenda Item:** 7.a.

Agenda Item Title: Ordinance 4047: Amending the 2023-2028 Capital Facilities Plan

Staff Contact(s): STEVE HOGLUND

Approved for Submittal to Council by	**Action Type**
GREG FRANCIOCH STEVE HOGLUND DARCY SWETNAM	Ordinance

Item Summary: The Depot Pavilion is being added to the Capital Facilities Plan to meet granting agency requirements of inclusion in the City's long term capital plan, in order to apply for a grant to provide funding for the Depot Pavilion project.

Budget Impact:
$800,000

Previous Action: 12/5/2022 Ordinance 4033 adopting the 2023-2028 CFP approved

Recommended Motion: I move to approve ordinance 4047 amending the 2023-2028 CFP

Alternative Actions: Direct staff as to next steps

Attachments (listed in order presented):
1. Ordinance 4047 Amending 2023-2028 CFP

ORDINANCE NO. 4047

AN ORDINANCE AMENDING ORDINANCE NO. 4033 ENTITILED "AN ORDINANCE ADOPTING THE CAPITAL FACILITIES PLAN (CFP) FOR THE 6-YEAR PERIOD 2023-2028

WHEREAS, RCW 36.70A.070(3) requires jurisdictions operating under the Growth Management Act to include a capital facilities element in their comprehensive plan, which the City of Anacortes is, and does, so therefore needs to amend the Capital Facilities Plan (CFP) in conjunction with the City Budget, and

WHEREAS, in advocating the City's business an opportunity for resources that would support a Parks Construction project emerged that requires inclusion the City's Capital Facilities Plan, and

WHEREAS, the referenced project is in the Parks Department related to capital improvements at the Depot.

NOW, Therefore be it ordained by the City Council of the City of Anacortes, Washington:

Ordinance No. 4033 dated December 5, 2022 adopting the Capital Facilities Plan for the six year period 2023 – 2028 is hereby amended to reflect the following revisions to expenditures and revenues in the Parks Department:

- Parks is amended to add the Depot Pavilion to budget year 2023 of the CFP at an estimated cost of 800,000.

This Ordinance shall take effect from and after five (5) days after its passage and publication, as required by law.

PASSED AND APPROVED this 17th day of April, 2023
CITY OF ANACORTES, WASHINGTON

BY:

____
Matt Miller, Mayor

ATTEST:

____
Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:

____
Darcy J. Swetnam, WSBA # 40530
City Attorney

City Council Agenda Bill

Meeting Date: April 17, 2023 **Agenda Item:** 7.b.

Agenda Item Title: Ordinance 4048: Amending the 2023 Annual Budget

Staff Contact(s): STEVE HOGLUND

Approved for Submittal to Council by	**Action Type**
GREG FRANCIOCH STEVE HOGLUND DARCY SWETNAM	Ordinance

Item Summary: A few budget items have come up since the 2023 operating budget was approved that require amendment to the 2023 spending plan, including $800,000 for the Depot Pavilion, $20,000 to pay for the Police Department drone (UAV), $18,888 for a progress payment for Police Department body cameras, and $1,857,773 to purchase the building that Fire Station 3 is located in.

Budget Impact:
$2,696,661

Previous Action: 12/5/22 Ordinance 4034 adopting 2023 budget

Recommended Motion: I move to approve ordinance 4048 amending the 2023 annual budget.

Alternative Actions: Direct staff as to next steps.

Attachments (listed in order presented):
1. Ordinance 4048 Amending 1Q23 Budget

ORDINANCE 4048

AN ORDINANCE AMENDING ORDINANCE NO. 4034 ADOPTED ON NOVEMBER 28, 2022, ENTITLED “AN ORDINANCE ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES AND USES FOR THE YEAR 2023”

WHEREAS, Ordinance 4034 was adopted on November 28, 2022 that established the annual budget for fiscal year 2022, and

WHEREAS, An opportunity has come up for the Parks Department to apply for a grant related to the Depot Pavilion, but the project needs to be included in the City’s long term capital plan, which will require it to be in the current operating budget, and

WHEREAS, The Police department received a donation in fy 2022 to fund the purchase of a Unmanned Aerial Vehicle (UAV) but the purchase actually took place in fy 2023 requiring a rollover of that budget authority, and

WHEREAS, The Police department received a grant in 2021 to pay for police officer body cameras, the payments for which are being made over a multi year period which were not incorporated into the current year’s budget, requiring amendment to the existing budget to accommodate the current year’s payment, and

WHEREAS, The City had an opportunity to purchase the building that Fire Station 3 is in, the sale of which was not known at the time of budget development, requiring an amendment to the current year budget.

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

108.410.594.76.60	Depot Pavilion	800,000	
108.410.337.00.00	County Grant		800,000
001.310.521.70.35	UAV (Drone)	20,000	
001.000.308.90.00	Cash reserves, 2022 donation		20,000
001.310.521.70.31	Body Cam	18,888	
001.000.308.90.00	Cash reserves, 2021 grant		18,888
001.320.594.22.62	Station 3	1,857,773	
001.000.308.90.00	Long Term loan		1,857,773

Section 1. Ordinance No. 4034 dated November 28, 2022 adopting the Budget for all Municipal purposes and Uses for the fiscal year 2023 is hereby amended to reflect the aforementioned revisions to expenditures and revenues in the following areas:

Section 2. Effective date. This Ordinance shall take effect from and after five (5) days after its passage and publication, as required by law.

PASSED AND APPROVED THIS 17th day of april, 2023.

CITY OF ANACORTES, WASHINGTON

BY: ____
Matt Miller, Mayor

ATTEST:

(Corporate Seal)

____
Steven D. Hoglund, City Clerk

APPROVED AS TO FORM

____
Darcy Swetnam, WSBA #40530
City Attorney

City Council Agenda Bill

Meeting Date: April 17, 2023 **Agenda Item:** 7.c.

Agenda Item Title: Opioid Settlement Agreement

Staff Contact(s): DARCY SWETNAM

Approved for Submittal to Council by	**Action Type**
GREG FRANCIOCH DARCY SWETNAM	Motion

Item Summary: By participating in this Allocation Agreement, the City will be able to receive allocations from the $434 million settlement between the State of Washington and pharmacies Teva, Allergan, CVS, Walgreens, and Walmart. The City needs to join the settlement by April 18.

Budget Impact:
The City will receive annual distributions from the settlement amount.

Previous Action: None

Recommended Motion: I move we authorize the Mayor to execute the Allocation Agreements and Participation Forms to join the settlement between the State of Washington and opioid pharmacies.

Alternative Actions: N/A

Attachments (listed in order presented):
1. 230417 Leg - Opioid Allocation Agreement

WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE ALLOCATION OF FUNDS PAID BY CERTAIN SETTLING OPIOID MANUFACTURERS AND PHARMACIES

JANUARY 27, 2023

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by Certain Settling Opioid Manufacturers and Pharmacies (the "Allocation Agreement II") governs the distribution of funds obtained from (1) Walmart, (2) Teva, (3) Allergan, (4) CVS, and (5) Walgreens (the "Settling Entities") in connection with the 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 Entities via the following settlements:

- Walmart Settlement Agreement dated November 12, 2022 and any subsequent amendments ("Walmart Settlement").
- Teva Public Global Settlement Agreement dated November 22, 2022 and any subsequent amendments ("Teva Settlement").
- Allergan Public Global Settlement Agreement dated November 22, 2022 and any subsequent amendments ("Allergan Settlement").
- CVS Settlement Agreement dated December 9, 2022 and any subsequent amendments ("CVS Settlement").
- Walgreens Settlement Agreement dated December 9, 2022 and any subsequent amendments ("Walgreens Settlement").

Collectively, the Walmart Settlement, the Teva Settlement, the Allergan Settlement, the CVS Settlement, and the Walgreens Settlement shall be referred to as "the Settlements". Each of the Settlements can be accessed at https://nationalopioidsettlement.com/. The terms and definitions of each of the respective Settlement are incorporated into this Allocation Agreement II, and any undefined terms in this Allocation Agreement II are as defined in the Settlements.

1. This Allocation Agreement II is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement II shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.

2. This Allocation Agreement II shall become effective only if all of the following occur:

   A. The State of Washington joins one of the Settlements and becomes a Settling State as provided for in the respective Settlement.

   B. One of the Settlements becomes final and effective and a Consent Judgment is filed and approved as provided for in the respective Settlement.

C. The number of Local Governments that execute and return this Allocation Agreement II satisfies the participation requirements for a State-Subdivision Agreement as specified in one of the Settlements, Washington is a Settling State for that Settlement, and a Consent Judgment has been filed and approved for that Settlement.

3. *Requirements to become a Participating Local Government*. To become a Participating Local Government that can participate in this Allocation Agreement II with respect to any one of the Settlements, a Local Government must do all of the following:

A. The Local Government must execute and return this Allocation Agreement II.

B. The Local Government must release its claims against the Settling Entities identified in the respective Settlement and agree to be bound by the terms of the Settlement by timely executing and returning the Participation Form for that Settlement. The forms are attached hereto as Exhibits 1-5.

C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.

D. Each of the Local Governments that is eligible to participate in this Allocation Agreement II has previously executed and signed 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 6. By executing this Allocation Agreement II, the local government agrees and affirms that the MOU applies to and shall govern the Local Government Share as modified by this Allocation Agreement II for each of the Settlements in which the Local Government participates.

A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a "Participating Local Government" for that Settlement. A Local Government can be a "Participating Local Government" for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.

4. This Allocation Agreement II applies to the following, all of which collectively shall be referred to as the "Washington Abatement Amount":

A. For the Walmart Settlement, the State of Washington's allocation of the (1) Global Settlement Remediation Amount and (2) Additional Remediation Amount.

B. For the Teva Settlement, the State of Washington's allocation of the (1) Net Abatement Amount and (2) Additional Restitution Amount.

C. For the Allergan Settlement, the State of Washington's allocation of the (1) Global Settlement Abatement Amount and (2) Additional Restitution Amount.

D. For the CVS Settlement, the State of Washington's allocation of the (1) Maximum Remediation Payment and (2) Additional Remediation Amount.

E. For the Walgreens Settlement, the State of Washington's allocation of the (1) Adjusted State Remediation Payment and (2) Additional Remediation Amount.

As specified in each of the Settlements, the Washington Abatement Amount will vary dependent on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.

5. The Teva Settlement provides the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value equaling twenty percent (20%) of the WAC value of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product. If the State elects to obtain Settlement Product, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement II, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash value assigned to it in the Teva Public Global Settlement Agreement dated November 22, 2022.

6. This Allocation Agreement II does not apply to the State Cost Fund, State AG Fees and Costs, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or that are paid directly or indirectly via the Settlements to the State of Washington ("State's Fees and Costs").

7. This Allocation Agreement II and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement II combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives $1,000,000 from the Walmart

Settlement, then the maximum that the firm can receive is $150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives $1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)

8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement II shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement II 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.

9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.

10. 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").

11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 6 as amended and modified in this Allocation Agreement II.

12. For purposes of this Allocation Agreement II only, the MOU is modified as follows and any contrary provisions in the MOU are struck:

    A. Exhibit A of the MOU is replaced by Exhibit E of each of the respective Settlements.

    B. The definition of "Litigating Local Governments" in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements.

    C. The definition of "National Settlement Agreement" in Section A.6 of the MOU shall mean the Settlements.

    D. The definition of "Settlement" in Section A.14 of the MOU shall mean the Settlements.

    E. 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 respective Settlements, (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 date of suspension."

F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the process set forth in 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). JoJo Tann (the "GFF Administrator"), who is authorized by the MDL Fee Panel (David R. Cohen, Randi S. Ellis and Hon. David R. Herndon (ret.)) to calculate the amounts due to eligible counsel from each State Back-Stop fund (i.e., the GFF) (*see id.* at p. 4), will oversee and confirm the amounts payable to each law firm representing a Litigating Local Government from the GFF. Upon written agreement between the law firms representing the Litigating Local Governments on the one hand and the Washington Attorney General's Office on the other, in consultation with the Washington State Association of Counties and the Association of Washington Cities, the GFF Administrator may be replaced by another person, firm, or entity.

G. 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 Entities 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 GFF Administrator.

H. 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 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 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.

I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) 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 Walmart 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 Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement II 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 Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.

J. 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.

K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement II apply) of any Litigating Local Government contingency fee agreement referred to above has been met.

L. To the extent there are any excess funds in the GFF, the GFF Administrator 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.

13. In connection with the execution and administration of this Allocation Agreement II, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*

14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement II as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.

15. If any party to this Allocation Agreement II 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 Settlements 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.

16. 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 Entities are subject to the requirements of the MOU and this Allocation Agreement II.

17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.

18. Venue for any legal action related to this Allocation Agreement II (separate and apart from the MOU or the Settlements) shall be in King County, Washington.

19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement II have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement II.

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General

JEFFREY G. RUPERT
Division Chief

Date: 1-27-23

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: ________________________________

Authorized signature: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

EXHIBIT 1

Subdivision Settlement Participation Form

(Exhibit K of the Walmart Settlement)

EXHIBIT K

Subdivision 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 November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.

3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), 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 Walmart Settlement are intended by the 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 Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart 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 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 Effective Date, 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 Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

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

Signature: ___________________________________

Name: ___________________________________

Title: ___________________________________

Date: ___________________________________

EXHIBIT 2

Subdivision Settlement Participation Form

(Exhibit K of the Teva Settlement)

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
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 Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), 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 Teva Settlement are intended by Released Entitles and the Governmental Entity 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 Teva 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 or Participating Special District as set forth in the Teva Settlement.

11. In connection with the releases provided for in the Teva 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 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 Effective Date, 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 Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

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

Signature: ___________________________________

Name: ___________________________________

Title: ___________________________________

Date: ___________________________________

EXHIBIT 3
<u>Subdivision Settlement Participation Form</u>
(Exhibit K of the Allergan Settlement)

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
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 Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.

5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their 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, 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 in bringing, 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 Allergan Settlement are intended 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 Allergan 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 or Participating Special District as set forth in the Allergan Settlement.

11. In connection with the releases provided for in the Allergan 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 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 Effective Date, 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 Allergan Settlement.

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

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

Signature: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

EXHIBIT 4

<u>Subdivision Settlement Participation Form</u>

(Exhibit K of the CVS Settlement)

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
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 December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS 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 CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), 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 CVS Settlement are intended by the 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 CVS Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.

10. In connection with the releases provided for in the CVS 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 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 Effective Date, 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 CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

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

Signature: ___________________________________

Name: ___________________________________

Title: ___________________________________

Date: ___________________________________

EXHIBIT 5
<u>Subdivision Settlement Participation Form</u>
(Exhibit K of the Walgreens Settlement)

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
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 December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens 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 Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), 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 Walgreens Settlement are intended by the 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 Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens 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 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 Effective Date, 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 Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

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

Signature: ___________________________________

Name: ___________________________________

Title: ___________________________________

Date: ___________________________________

EXHIBIT 6

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 11of 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.LP.; (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

O P I O I D A B A T E M E N T S T R A T E G I E S

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. <u>SUPPORT PEOPLE IN TREATMENT AND RECOVERY</u>

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. <u>ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME</u>

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. <u>PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS</u>

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%

*** - Local Government appears in multiple counties B-1

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%

*** - Local Government appears in multiple counties

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%

*** - Local Government appears in multiple counties

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
King County		
	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%

*** - Local Government appears in multiple counties

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%

*** - Local Government appears in multiple counties

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%

*** - Local Government appears in multiple counties

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%

*** - Local Government appears in multiple counties

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%

*** - Local Government appears in multiple counties

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%

*** - Local Government appears in multiple counties

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
Yakima County		
	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%

*** - Local Government appears in multiple counties

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.