

**Marysville City Council Work Session**

**October 3, 2022**

**7:00 p.m.**

**City Hall**

**PUBLIC NOTICE:**

**Pursuant to Governor Inslee’s Proclamation 20-28, to help prevent the spread of COVID-19, the City Council is conducting hybrid in-person/virtual meetings.**

**Anyone wishing to provide written or verbal public comment, must pre-register at this link [www.marysvillewa.gov/remotepubliccomment](http://www.marysvillewa.gov/remotepubliccomment) before noon on the day of the meeting.**

**To listen to the meeting without providing public comment:**

Join Zoom Meeting

<https://us06web.zoom.us/j/86246307568>

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Presentations**

A. Snohomish Health District - Update on Public Health in Snohomish County

**Discussion Items**

**Approval of Minutes** *(Written Comment Only Accepted from Audience.)*

**Consent**

**Review Bids**

**Public Hearings**

**New Business**

1. Consider the Community Business Zone – Interim Regulations Extension
2. Consider the Washington State Department of Commerce Local Government Division Growth Management Services – Early Implementation Climate Planning Grant in the Amount of \$80,000.00

***Work Sessions are for City Council study and orientation – Public Input will be received at the October 10, 2022 City Council meeting.***

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3. Consider the Supplemental Agreement No. 8 with HDR, Inc. on the State Avenue (100<sup>th</sup> Street NE to 116<sup>th</sup> Street NE) Corridor Improvement Project in the Amount of \$353,339.73 for a Total Allocation of \$3,573,560.33
  
4. Consider the Purchase Order Authorization with King County Directors Association for the Comeford Playground Replacement in the Amount of \$296,540.00
  
5. Consider the Purchase Order Authorization with King County Directors Association for the Harborview Playground Replacement in the Amount of \$172,287.54
  
6. Consider the Allocation Agreement for Opioid Settlement
  
7. Consider the Evidence Building Professional Services Agreement with Botesch, Nash & Hall in the Amount of \$325,485.00
  
8. Consider a **Resolution** to re-schedule a Public Hearing for November 28, 2022 for Consideration of Vacating Unutilized Portion of Right of Way that was dedicated by the Plat Recorded Under AFN 1111391

**Legal**

**Mayor's Business**

**Staff Business**

**Call on Councilmembers and Committee Reports**

**Adjournment/Recess**

**Executive Session**

- A. Litigation
  
- B. Personnel
  
- C. Real Estate

**Reconvene**

**Adjournment**

**Special Accommodations:** The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the City Clerk's office at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two business days prior to the meeting date if any special accommodations are needed for this meeting.

*Work Sessions are for City Council study and orientation – Public Input will be received at the October 10, 2022 City Council meeting.*

**October 3, 2022**

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October 10, 2022 City Council meeting.***

A

# Marysville

## October 2022

**Tony Colinas**  
**Assistant Director of Environmental Health**



# A QUICK LOOK AT LOCAL PUBLIC HEALTH

## Snohomish Health District



Board of Health  
Advisory committees



### Administration

Human resources  
Finance Policies Planning  
Contracts Communications



### Prevention Services

Communicable diseases  
Hepatitis outreach  
Assessment Maternal child health  
Healthy communities  
Tuberculosis & refugee health  
STD/HIV  
Emergency preparedness  
COVID



### Environmental Health

Food safety Land use  
Safe environments



### Customer Service

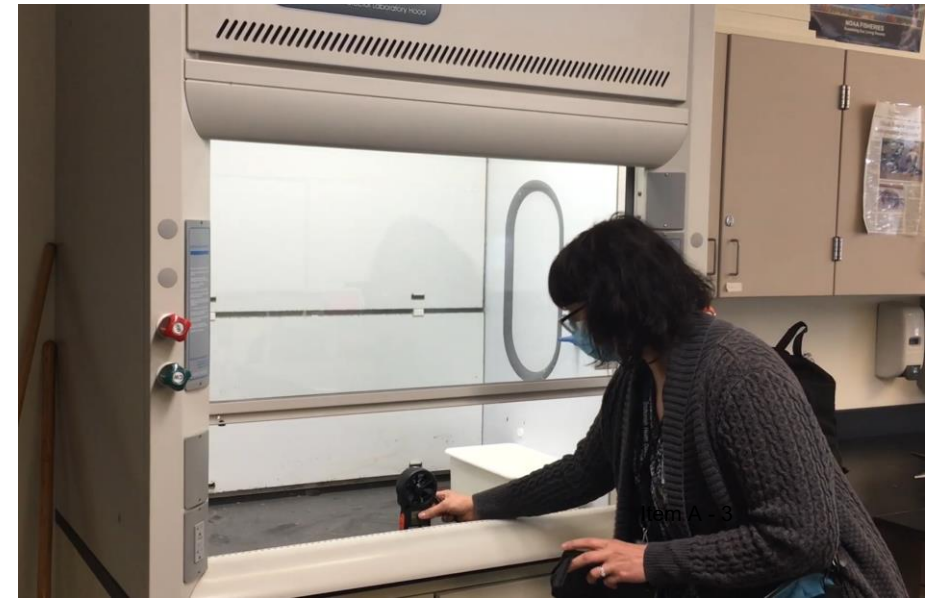
Vital records  
Front counter  
Questions, payments, permits, etc.



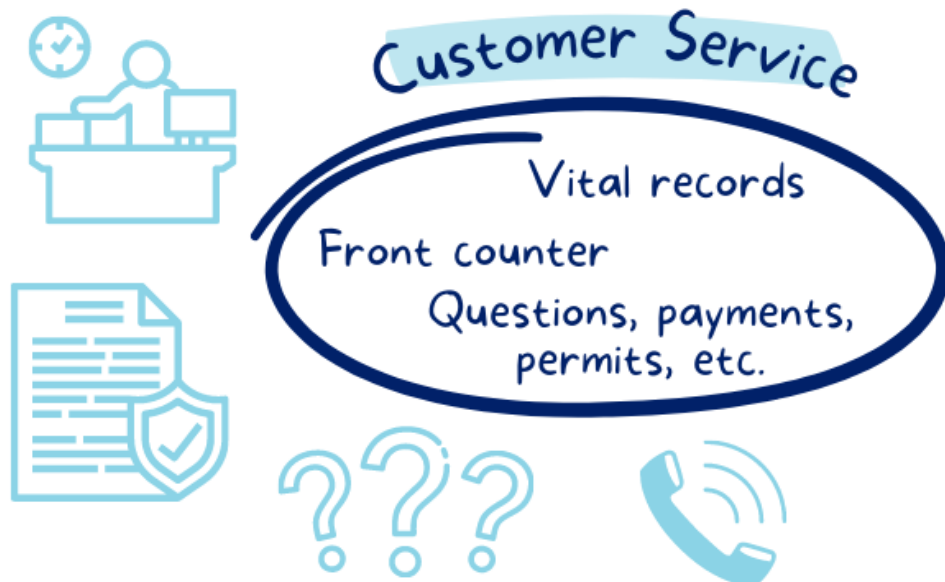
# 2022 to date in Marysville <sup>7</sup>



Restaurant permits	300
Routine food inspections	201
Year-round pool inspections	16
Seasonal pool inspections	23
School inspections	14
Septic complaints	13
Solid waste complaints	19



“I had a question about paying online for a drain field repair permit. I left my call back number and a rep returned my call within 30 minutes. The rep was very helpful, pleasant and answered all my questions. I appreciate the good service.”  
*(Customer comment form submitted June 2022)*



## Copies of vital records provided annually

Birth certificates	15,963
Death certificates	29,664

*2021 totals*



# A bit of what we do



Community Health Assessment



Lead screening and prevention



Respond to diseases such as monkeypox, COVID and TB



Health screenings for families arriving from around the world



Injury prevention (overdoses, suicides, sleep-related infant deaths)



Child care outreach and classes

# Snapshot of diseases reported

(Snohomish County, January-August 2022)

Hepatitis B or C (chronic)	337 cases
Newly diagnosed HIV	22 cases
Salmonella infection	58 cases
E. coli	38 cases
Syphilis	58 cases
Tuberculosis	16 cases

## Prevention Services



## New health officer

Welcome Dr. James Lewis



## Budget

>\$30 million (2022 adopted)  
Includes millions in federal  
COVID funds  
2023 budget process underway

## County integration

Preparing to  
become a County  
department in 2023

## Contracts

~220 active contracts for  
professional services,  
equipment and goods,  
marketing, interagency  
collaboration, and more.

## Communications

1.2 million+ web views this year  
Campaigns include  
ABC's for Healthy Kids,  
#NoOverdoseSnoCo  
#VaxUpSnoCo  
Heat safety  
Mental health  
Safe sleep

Board of Health  
Executive Committee  
Administration Committee  
Program Policy Committee

Public Health Advisory Council

Community Equity Advisory Board



## 2022 Board of Health

### DISTRICT 1 - NORTH COUNTY

Arlington, Darrington, Granite Falls, Marysville, Stanwood



**Nate Nehring**  
*Snohomish County Council Member*



**Mark James**  
*Marysville City Council Member*



**Heather Logan**  
*Arlington City Council Member*



**Megan Dunn**  
*Snohomish County Council Member*



**Ben Zarlingo**  
*Everett City Council Member*



**Elisabeth Crawford**  
*Mukilteo City Council Member*



**Vacant**



**Neil Tibbott**  
*Edmonds City Council Member*



**Julieta Altamirano-Crosby, Chair**  
*Lynnwood City Council Member*

### DISTRICT 4 - SOUTH CENTRAL COUNTY

Bothell, Brier, Mill Creek, Mountlake Terrace



**Jared Mead**  
*Snohomish County Council Member*



**Kyoko Matsumoto Wright**  
*Mayor of Mountlake Terrace*



**Stephanie Vignal**  
*Mill Creek City Council Member*



**Sam Low**  
*Snohomish County Council Member*



**Anji Jorstad, Vice Chair**  
*Lake Stevens City Council Member*



**Joseph Hund**  
*Sultan City Council Member*

### DISTRICT 5 - EAST COUNTY

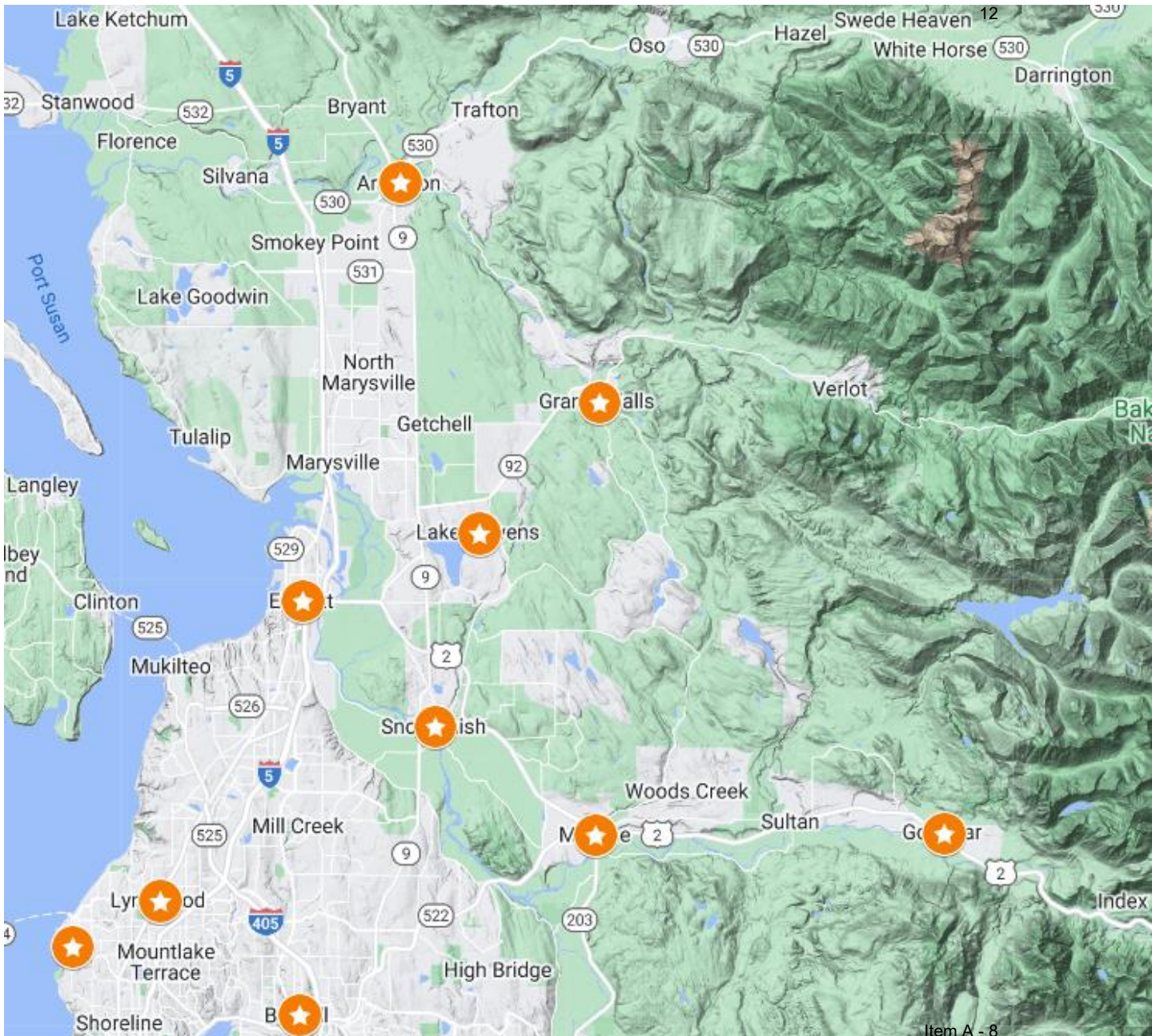
Gold Bar, Index, Lake Stevens, Monroe, Snohomish, Sultan

[www.snohd.org/boardofhealth](http://www.snohd.org/boardofhealth)





Thanks for inviting SHD to 20+ community events this summer! Hope to see you at more this fall.



# Thank you

Contact information:

**Tony Colinas**

**Assistant Director of Environmental Health**

425.339.8645


[tcolinas@snohd.org](mailto:tcolinas@snohd.org)

# *Index #1*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: October 03, 2022**

<b>AGENDA ITEM:</b>	
Consider holding a public hearing on October 24, 2022 to extend the interim regulations established by Ordinance 3216, adopted May 23, 2022, related to the maximum residential density allowed in the Community Business zone by amending MMC Section 22C.020.080.	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Haylie Miller, Community Development Director	
<b>DEPARTMENT:</b>	
Community Development	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>1. Staff memorandum to City Council</li> <li>2. Proposed Ordinance</li> <li>3. Ordinance 3216</li> <li>4. Map of Community Business zoned properties</li> <li>5. Density Regulation examples</li> </ol>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	N/A
<p><b>SUMMARY:</b> On May 23, 2022, the City Council adopted Ordinance 3216 (Attachment 3), establishing six-month interim development regulations related to the maximum residential density allowed in the Community Business (CB) zone by amending MMC Section 22C.020.080. Under RCW 36.70A.390, a city may adopt interim regulations, provided it holds a hearing on the interim regulation within 60 days of establishing the regulation. A public hearing on the interim regulations was held on July 11, 2022.</p> <p>The Economic Development Committee and Staff recommend that the City Council consider extending the interim regulations adopted in Ordinance 3216 (Attachment 3) by six months. This action would continue to limit residential to a maximum of 12 units per acre with commercial uses required on the ground floor. During the extended interim regulation timeframe, staff proposes to create a form based code and/or pursue a master plan approach for the currently vacant, approximately 100-acre CB zoned area, south of the Gissberg Twin Lakes Park referred to as Area 1 (Attachment 4).</p> <p>Staff recommends that City Council direct staff work with the Planning Commission to craft a permanent code to ensure that the area is developed with commercial as well as residential uses, allow for more flexible regulations related to the minimum commercial requirements and to identify a more meaningful placement of commercial spaces within the area. The code change may then be forwarded to the EDC and the full City Council for review.</p>	
<p><b>RECOMMENDED ACTION:</b> Consider extending the interim regulations established in Ordinance 3216 by six months. Hold a public hearing on October 24, 2022 to review and approve a new interim ordinance.</p>	
<p><b>RECOMMENDED MOTION:</b> I recommend that staff schedule a public hearing on October 24, 2022 to consider extending the interim regulations outlined in Ordinance 3216.</p>	



**MARYSVILLE**  
COMMUNITY  
DEVELOPMENT

## Attachment 1

### MEMORANDUM

**TO:** City Council

**FROM:** Haylie Miller, Community Development Director

**DATE:** October 03, 2022

**SUBJECT:** Code Amendments for the Community Business (CB) Zone, MMC 22C.020

**CC:** Gloria Hirashima, Chief Administrative Officer  
Chris Holland, Planning Manager  
Angela Gemmer, Principal Planner

#### Recommendation:

The Economic Development Committee and Staff recommends that the City Council consider extending the interim regulations adopted in Ordinance 3216 (Attachment 3) by six months. This action would continue to limited residential to a maximum of 12 units per acre with commercial uses required on the ground floor.

During the extended interim regulation timeframe, staff proposes to create a form based code and/or pursue a master plan approach for the vacant, approximately 100-acre CB zoned area<sup>1</sup>, south of the Gissberg Twin Lakes Park herein referred to as Area 1.

Staff recommends that City Council direct staff to work with the Planning Commission to craft a permanent code to ensure that the area is developed with commercial as well as residential uses, allow for more flexible regulations related to the minimum commercial requirements and to identify a more meaningful placement of commercial spaces within the area. The code change may then be forwarded to the EDC and the full City Council for review.

#### CB Zone Issue - Legislative History:

The following sections provide an overview of the history and legislative actions to date related to this land use issue.

#### Background:

Neither the County's Buildable Lands Report nor the City's Comprehensive Plan have assigned residential density to the Community Business zone as its primary use was envisioned to be commercial in nature.

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<sup>1</sup> See area 1, south of Twin Lakes in Attachment 4.

(360) 363-8100

Community  
Development  
80 Columbia Avenue  
Marysville, WA 98270



As summarized in the Land Use Element of the Comprehensive Plan, the commercial areas in Marysville initially were located in the Downtown area and expanded along State Avenue and Smokey Point Boulevard. Improving these areas and increasing the jobs-to-housing ratio in the City are important to Marysville residents. The Community Business designation is one of a series of commercial land use categories identified in the Land Use Element to provide adequate and convenient supply of goods and services for Marysville residents, including workers and the traveling public. The CB zone is intended to furnish space for a wide variety of general retail activities and services, serving a number of neighborhoods.

The Comprehensive Plan further states, the CB zone is intended to serve a larger area than one neighborhood, but remain auxiliary to Marysville's downtown. Activities in this land use would be more automobile-oriented, serving a larger area and, therefore, might require an automobile to reach them. The uses would be such that one might go to an area and be able to run several errands or accomplish several tasks in one or two stops. Activities that might be permitted could be department and large grocery stores, along with other uses that would draw people from many areas, as opposed to just the immediate neighborhood. Some personal services and office uses would also be permitted. The land use is intended for small individual businesses or an integral complex of several firms or businesses serving retail, office, and personal services.

The criteria and standards listed in the Land Use Element for the CB land use designation<sup>2</sup> are provided below:

**i. Criteria and Standards**

- **Site Size:** 5 - 20 acres; serving radius: 1 1/2 - 2 mile (15 - 20,000 population)
- **Types of Stores:** department and large grocery stores; other uses that need the support of several neighborhoods rather than a single neighborhood; personal services and offices; individual, small businesses or an integral complex of several firms or businesses serving retail, office, and personal services
- **Access:** Arterial streets
- **Number of Stores:** 15-25, range of gross floor area: 100,000 - 200,000 sq. ft.
- **Implementation:** Some commercial activities that have a repair or light industrial component should be included here, e.g. bike sales and repair, coffee roasting (if in conjunction with a shop), shoe sales and repair, candy sales and manufacture, computer sales and service, dry cleaning plants and retail, jewelry and watch sales and repairs, hardware, appliances, and electrical items sales and service (these could be limited by size, to

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<sup>2</sup> As outlined in section IV.C.II.c.i., of the Land Use Element of the [Comprehensive Plan](#).

differentiate which should be in General Commercial, and which here); as well as other commercial activities such as banks, fabric stores, luggage and leather goods, barber and beauty shops, automotive and boat sales, trade or business schools, hobby, toy and game shops, laundromats, sun tanning salons, second hand stores, pawn shops. Day care I are permitted within existing single family residences. Automotive repair and service is a conditional use. Things which should not be located in this land use are foundries or metal fabrication, flour, feed, and seed processing, go-cart tracks, race tracks, and outdoor storage.

- ii. Identification of Areas: For the general location of commercial land uses. Other land uses may also occupy these areas. For more detailed location information, see the Planning Area maps in Section G of the Land Use Element.

### **Marysville Municipal Code (MMC) Background:**

The primary intent of MMC Section 22C.020.030 (2) Community Business and Community Business – Whiskey Ridge Zones is provided below.

- (a) The purpose of the community business (CB) and community business – Whiskey Ridge (CB-WR) zones is to provide convenience and comparison retail and personal services for local service areas which exceed the daily convenience needs of adjacent neighborhoods but which cannot be served conveniently by larger activity centers, and to provide retail and personal services in locations within activity centers that are not appropriate for extensive outdoor storage or auto-related and industrial uses. These purposes are accomplished by:
  - (i) Providing for limited small-scale offices as well as a wider range of the retail, professional, governmental and personal services than are found in neighborhood business areas;
  - (ii) Allowing for a mix of housing and retail/service uses; provided, that housing is not allowed in the community business – Whiskey Ridge zone; and
  - (iii) Excluding commercial uses with extensive outdoor storage or fabrication and industrial uses.
- (b) Use of this zone is appropriate in community business areas that are designated by the comprehensive plan and are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services.

## **Discussion:**

City of Marysville Planning staff have received several inquiries over the last year related to high density residential uses within the CB zone. Some inquires have proposed hundreds of units on parcels zoned CB, with minimal to no commercial uses.

The market is highly conducive to residential uses and many applicants are seeking to develop large multifamily development projects in this zone throughout the City. The developments typically include as minimal commercial uses as possible to address the minimum code requirements. The CB zone currently permits multifamily units; however, all units must be located above a street-level commercial use. Inquiries have included multifamily amenities, such as, ground level parking, leasing offices, recreational facilities, live-work units, etc. The amenities proposed have been for private tenant use rather than traditional commercial uses available to the public.

## **Proposed Amendment Background:**

### ***Planning Commission Review***

On April 12, 2022 the Planning Commission held a workshop session to consider several alternatives provided by staff below:

1. Maintain the existing code. The CB zone currently permits multifamily uses above a street-level commercial use at a base density of 12 dwelling units per gross acre with no maximum density, through utilization of Residential Density Incentive provisions.
2. Remove multifamily uses as a permitted use in the CB zone.
3. Reduce the base and maximum multifamily densities in the CB zone.
4. Reduce the maximum height of mixed use buildings in the CB Zone.

The Planning Commission recommended the approach outlined in Alternative 1 above, resulting in no code change. This approach maintains the existing code that requires commercial uses on the first level with an unlimited amount of multifamily units above the first level, subject to the current maximum allowable building height.

Some Planning Commissioners noted that commercial construction is not viable at this time and that residential uses are needed to bridge the housing shortage in Marysville. The Planning Commission further suggested that there be more flexible options on the first level. Examples included, structured parking in place of required commercial uses or to allow a flex type use which would allow the space to be built for commercial uses but occupied by residential until a future date when commercial uses may be more feasible. This concept is currently allowed in Arlington.

Staff recommended that, at the very least, the code be maintained to require 100 percent commercial uses on the first level, with the exception of a limited number of ADA units (as cited in code). Staff cautioned against allowing any further flexibility in the code related to multifamily uses in the CB zone.

The majority of the Planning Commission was in support of Alternative 1 while one commissioner was not, and requested that a conditional use permit or other flexibility measures be implemented to allow for multifamily-only developments in this zone on a case-by-case basis, or on a temporary or permanent basis.

### ***City Council Review***

The City Council reviewed the alternatives and the Planning Commission's recommendation during the May 2<sup>nd</sup> and May 9<sup>th</sup> City Council meetings, including one additional alternative (Alternative 5). Alternative 5 contemplates rezoning one area or all areas in the CB zone.

The City Council ultimately directed staff to schedule a public hearing on May 23, 2022 to consider Alternative 3 (as referenced above) – to reduce the maximum density in the CB Zone.

On May 23<sup>rd</sup>, the City Council adopted Ordinance 3216, which established interim development regulations related to the maximum residential density allowed in the Community Business zone by amending MMC Section 22C.020.080. The purpose of the interim regulation is to allow adequate time for the City to effectively analyze and prepare regulations related to multifamily uses in the CB zone. The formal public hearing related to the interim regulations was held on July 15<sup>th</sup>.

Following the public hearing, staff indicated that the interim regulations set forth in Ordinance 3216 are in effect for six months and automatically expire at the conclusion of that six month period (November 23, 2022). Council adopted the proposed amendment below, requiring a base and max density of 12 units per acre.

The City Council directed Staff to bring this issue to the EDC to review in more detail prior to forwarding to the full council to discuss the design regulations for commercial uses and the options for a permanent code change related to density<sup>3</sup>.

### **Economic Development Committee Review:**

This item was briefly discussed during the July 25, 2022 Economic Development Committee meeting. The EDC directed staff to speak further with applicants about the issue and investigate if there was an appropriate balance of retail versus multifamily uses in Area 1. Staff met with

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<sup>3</sup> Examples of various density ranges for projects are provided in Attachment 5.

five retail experts in the region about this vacant CB zoned area. Staff summarized the following key issues with the retail experts during each meeting:

- The current CB zone requires 100 percent commercial uses on the first level with multifamily units on top of the commercial.<sup>4</sup>
- Several applicants have contacted the City about Area 1, asking if the CB zone could allow for all multifamily or substantially less commercial in order for the project to pencil. Many applicants explained that if commercial uses were included in a project, the commercial spaces would likely be vacant and the pro forma assigned zero profit for these units.
- Staff and applicants have noted that the market may not be conducive for ground floor commercial uses in every building located in this approximately 100-acre area. This may mean that this site will be undeveloped for several years.
- Staff pointed out that the City “held out” for over thirty years in order to carry out the job-oriented, industrial vision for the Cascade Industrial Center (CIC). Many applicants over the years requested to do residential uses there and the answer from the City was no. This approach/direction may be needed for the CB zone in order to preserve the commercial areas in Marysville.
- A pre-application has been submitted in May 2022 for a vertical mixed use development with approximately 528 multifamily units through the application of Residential Density Incentives (RDI). Under the interim regulations, the project would yield 293 units at 12 units per acre. There has been no further activity from this developer since they were informed about the adoption of interim regulations.
- Staff was concerned the original vision for this area (which was primarily commercial in nature due to the proximity to I-5 and the future 156<sup>th</sup> I-5 interchange) was changing into multifamily residential with little commercial components.
- The City Council adopted interim regulations (Ordinance 3216 – Attachment 2) to reduce the amount of multifamily units permitted from no maximum limit down to 12 units per acre.
- There appears to be mixed directions provided by the City Council on whether to leave the zone as-is and let the market decide what develops there versus restricting multifamily uses in order to preserve the commercial nature of the area and encourage dense, multifamily development in other areas of the City.

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<sup>4</sup> Twenty percent of the units, but no more than two total units, may be located on the street level of a commercial use, if conditional use permit approval is obtained and the units are designed exclusively for ADA accessibility.

The following questions/comments/suggestions were provided by the retail experts to staff:

- Where does Marysville want to see dense multifamily, long term?
- Where does Marysville want to see commercial, long term?
- If a reduced amount of commercial is required in Area 1, dense multifamily will likely result in that area.
- Will this area (if dense multifamily is allowed) compete with Downtown?
- Commercial thrives with very good access and good parking. Area 1 (currently) is not as easily accessible as the development to the north where Costco is. It appears to be off the main drag. Most consumers will stop somewhere else on the way to this area. Note: this will likely change when the 156<sup>th</sup> interchange is constructed and when access is provided to the west, over the BNSF right of way thus increasing AM and PM trips in the area.
- Area 1 cannot compete with big box stores in the area, located north of the site (Costco area) and east of the site (Lowe's, Walmart in Arlington) and south of the site (Outlet mall, other big boxes in Tulalip).
- Local and/or specialty retail would work the best in the area based on its location to other commercial uses.
- A livable, specifically designed community would be ideal here. This area could serve as a north anchor hub in Marysville and cater to the new incoming approximately 20,000 CIC workers.
- Be careful to not compete with the Downtown and Waterfront revitalizations.
- Master planning and/or a form based code approach was suggested by all parties.
- Retail would work best on the corners of residential buildings or along certain arterials. Retail would not work best under all buildings in this large area based on the commercial uses in the surrounding area.

Staff believes this area needs a more specific plan (potentially similar to the City's 88<sup>th</sup> Street Master Plan) with a more focused vision in order for it to be successful. Staff proposes that the EDC consider recommending that the Council extend the interim regulations to require 12 units per acre for the CB area in the meantime. This will prevent the area from developing with an unlimited amount of residential units with empty commercial units on the ground level. In addition, staff believes there is a benefit to providing a specific plan for this area in order to strategically locate retail uses in meaningful areas along arterial roads, between I-5 and the residential uses and on the corners of the buildings.

This plan could result in *equal or less* commercial overall but would provide a more meaningful community design in that area. Staff believes the area could inadvertently compete with Downtown (if the area allows for a substantial amount of residential units) and would like to spend more time researching the best approach.

Staff recommended to the Economic Development Committee that the interim regulations (allowing up to 12 units per acre) be extended for six months after the expiration date on November 23, 2022. Staff recommended that a permanent code change be drafted to reduce units but allow for more flexible regulations related to the commercial minimums and placement of commercial spaces in the development.

The Economic Development Committee directed staff to forward this issue to the City Council with the recommendation as presented on page 1 of this memo.

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, RENEWING FOR AN ADDITIONAL SIX MONTHS THE INTERIM DEVELOPMENT REGULATIONS ESTABLISHED BY ORDINANCE 3216, WHICH RELATED TO THE MAXIMUM DENSITY: DWELLING UNIT/ACRE IN THE COMMUNITY BUSINESS ZONE AND WHICH AMENDED MMC SECTION 22C.020.080.**

WHEREAS, RCW 35A.63.220 provides cities the right to establish and adopt interim development regulations; and

WHEREAS, to promote public health, safety, aesthetics, and welfare, the City of Marysville (the “City”) provides development regulations for the permitting of certain uses within specific zoning districts; and

WHEREAS, the Community Business zone was originally envisioned to be primarily commercial in nature, and neither the County’s Buildable Lands Report nor the City’s Comprehensive Plan assigned residential density to the Community Business zone; and

WHEREAS, multiple-family dwelling units are currently a permitted use within the Community Business zone, subject to certain conditions, including that residential units be located above a street-level commercial use (with the exception for the allowance of two ADA units on the street level, subject to an approved conditional use permit); and

WHEREAS, the market is currently highly conducive to residential uses, and City staff have received several development inquiries related to exclusive multi-family development within the Community Business (CB) zone and inquiries with minimal commercial uses proposed; and

WHEREAS, the development inquiries within the Community Business zone are inconsistent with the original vision for this zone; and

WHEREAS, the Community Business zone is spread throughout different locations of the City, which different locations have undergone differing levels of growth and development over the past several years; and

WHEREAS, the changed market conditions in differing portions of the Community Business zone may warrant a rezone of certain parts of the Community Business zone; and

WHEREAS, on May 23, 2022, the City Council adopted Ordinance 3216, which adopted interim development regulations that established residential density limits in the Community Business zone, by amending MMC 22C.020.080 (which Ordinance 3216 is attached hereto as **Exhibit A**); and



WHEREAS, the City adopted Ordinance 3216 in order to provide it time to consider: (a) the appropriateness of multiple-family dwelling units as a permitted use within the Community Business zone as a whole; (b) potential density requirements on multiple-family dwelling units in the Community Business zone; and (c) a potential rezone of certain portions of the Community Business zone; and

WHEREAS, Ordinance 3216 expires on November 23, 2022; and

WHEREAS, RCW 35A.63.220 authorizes the renewal of interim regulations for an additional six-month period, effective November 23, 2022; and

WHEREAS, the City has determined that renewal of the interim development regulations as adopted by Ordinance 3216 is necessary to allow adequate time for the City to effectively analyze and develop new development regulations sufficient to provide for appropriate permitting of residential land uses in the Community Business zone, and to allow adequate time for the City to consider a potential rezone of certain portions of the Community Business zone; and

WHEREAS, pursuant to RCW 35A.63.220, on October 24, 2022, the City Council conducted a public hearing on the renewal of the interim development regulations as adopted by Ordinance 3216 and took public testimony and considered findings of fact.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's findings of fact in support of the renewal of the interim development regulations adopted by Ordinance 3216.

Section 2. Renewal of Interim Development Regulations; Duration. The interim development regulations adopted by Ordinance 3216 on May 23, 2022, attached hereto as **Exhibit A**, are renewed and shall remain in full force and effect for six (6) months following the effective date of this Ordinance.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this Ordinance.

Section 4. Correction. Upon approval by the City Attorney, the City Clerk or the code reviser are authorized to make necessary corrections to this Ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 5. Effective Date. This ordinance shall become effective on November 24, 2022.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
\_\_\_\_\_, DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## EXHIBIT A

### 22C.020.080 Densities and dimensions.

(1) Interpretation of Tables.

(a) Subsection (2) of this section contains general density and dimension standards for the various zones and limitations specific to a particular zone(s). Additional rules and exceptions, and methodology, are set forth in MMC [22C.020.090](#).

(b) The density and dimension table is arranged in a matrix format and is delineated into the commercial, industrial, recreation and public institutional use categories.

(c) Development standards are listed down the left side of the table, and the zones are listed at the top. The matrix cells contain the minimum dimensional requirements of the zone. The parenthetical numbers in the matrix identify specific requirements applicable either to a specific use or zone. If more than one standard appears in a cell, each standard will be subject to any applicable parenthetical footnote set forth in MMC [22C.020.090](#).

(2) General Densities and Dimension Standards.

Standards	NB	CB	GC	MU (12)	LI	GI	BP	REC	P/I	WR-MU (15)	WR-CB (15)
Base density: Dwelling unit/acre	None (18)	12	12	28 (1)	0	0	0	0	0	12	0
Maximum density: Dwelling unit/acre	None (18)	<del>None (13)</del> 12	None (13)	28	0	0	0	0	0	18 (13)	0
Minimum street setback (3)	20 feet	None (7)	None (7)	None (7, 8)	None (7)	None (7)	None (7)	20 feet	None (7, 8)	None (7, 8, 14)	None (7, 14)
Minimum interior setback	10 feet (side) 20 feet (rear)	None (4)	None (4)	None (9)	None (4) 50 feet (5)	None (4) 50 feet (5)	None (4)	None (4)	None (4)	5 feet (9, 16, 17)	None (4)
Base height (6)	25 feet	55 feet	35 feet	45 feet	65 feet	65 feet	45 feet	35 feet	45 feet	45 feet	55 feet
Maximum impervious surface: Percentage	75%	85%	85%	85%, 75% (11)	85%	85%	75%	35%	75%	85%, 75% (11)	85%

**CITY OF MARYSVILLE**  
**Marysville, Washington**  
**ORDINANCE NO. 3216**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, ADOPTING INTERIM DEVELOPMENT REGULATIONS RELATING TO THE MAXIMUM DENSITY: DWELLING UNIT/ACRE IN THE COMMUNITY BUSINESS ZONE BY AMENDING MARYSVILLE MUNICIPAL CODE SECTION 22C.020.080; SETTING FORTH FINDINGS OF FACT IN SUPPORT OF THE INTERIM DEVELOPMENT REGULATIONS; SETTING A PUBLIC HEARING DATE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the RCW 35A.63.220 provides cities the right to establish and adopt interim development regulations; and

**WHEREAS**, to promote public health, safety, aesthetics, and welfare, the City of Marysville (the "City") provides development regulations for the permitting of certain uses within specific zoning districts; and

**WHEREAS**, the Community Business zone was originally envisioned to be primarily commercial in nature, and neither the County's Buildable Lands Report nor the City's Comprehensive Plan assigned residential density to the Community Business zone; and

**WHEREAS**, multiple-family dwelling units are currently a permitted use within the Community Business zone, subject to certain conditions, including that residential units be located above a street-level commercial use (with the exception for the allowance of two ADA units on the street level, subject to an approved conditional use permit); and

**WHEREAS**, the market is currently highly conducive to residential uses, and City staff have received development inquiries related to high-density multi-family development within the Community Business (CB) zone and inquiries with minimal commercial uses proposed; and

**WHEREAS**, establishing a density limit in the Community Business zone would better ensure that future developments in the Community Business zone are consistent with the intended vision for this zone; and

**WHEREAS**, the City has determined that interim development regulations adopted under the provisions of RCW 35A.63.220 are necessary to prevent new and high density development in the Community Business Zone that are inconsistent with the intent and vision of that zone, and to allow adequate time for the City to effectively analyze and develop new development regulations sufficient to provide for appropriate permitting of residential land uses in the Community Business zone.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim development regulations adopted herein. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 4 of this Ordinance.

Section 2. Adoption of Interim Zoning Regulations. The City Council hereby adopts the interim development regulations as set forth in **Exhibit A** to this Ordinance, amending MMC 22C.020.080.

Section 3. Effective Duration of Interim Development Regulations. The interim development regulations set forth in this Ordinance shall be in effect for a period of six (6) months from the effective date of this Ordinance and shall automatically expire at the conclusion of that six-month period unless sooner repealed.

Section 4. Public Hearing. The City Council will hold a public hearing at the City Council's regular meeting beginning at 7:00 p.m. on July 11, 2022 in order to take public testimony and to consider adopting further findings of fact.

Section 5. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council. Without an immediate adoption of the interim development regulations as set forth in **Exhibit A**, applications for high-density residential developments within the Community Business zone could become vested, leading to development that could be incompatible with the codes eventually adopted by the City. Therefore, the interim development regulations as set forth in **Exhibit A** must be adopted as an emergency measure to protect the public health, safety, and welfare, and to prevent the submission of applications for high-density developments within the Community Business zone in an attempt to vest rights for an indefinite period of time. This Ordinance does not affect any existing vested rights.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this Ordinance.


Section 7. Correction. Upon approval by the City Attorney, the City Clerk or the code reviser are authorized to make necessary corrections to this Ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 8. Effective Date. This Ordinance, as a public emergency ordinance necessary for the protection of the public health, safety, aesthetics and welfare, shall take effect and be in full force immediately upon its passage. Pursuant to *Matson v. Clark County board of Commissioners*, 79 Wn. App. 641, 904 P.2d317 (1995), non-exhaustive

underlying facts necessary to support this emergency declaration are included in the recitals, above, all of which are adopted by reference as findings of fact as if fully set forth herein.

PASSED by the City Council and APPROVED by the Mayor this 23<sup>rd</sup> day of MAY, 2022.


CITY OF MARYSVILLE

By:   
JON NEHRING, MAYOR

Attest:

By:   
DEPUTY CITY CLERK

Approved as to form:

By:   
JON WALKER, CITY ATTORNEY

Date of Publication: 5/27/22

Effective Date: 5/23/22

## Exhibit A

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(2) General Densities and Dimension Standards.

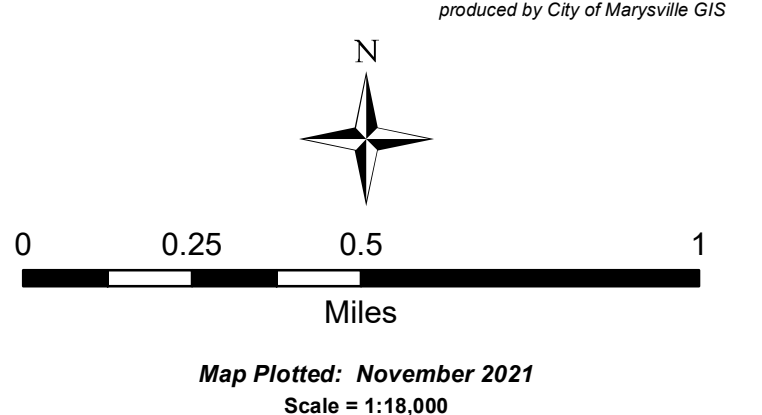
Standards	NB	CB	GC	MU (12)	LI	GI	BP	REC	P/I	WR-MU (15)	WR-CB (15)
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Maximum impervious surface: Percentage	75%	85%	85%	85%, 75% (11)	85%	85%	75%	35%	75%	85%, 75% (11)	85%

# City of Marysville Comprehensive Plan

**Legend**

- Urban Growth Boundary
- City Limits
- Master Plan Area
- PSRC Manufacturing/Industrial Center
- General Commercial
- Community Business
- Community Business - Whiskey Ridge
- Downtown Core
- Flex
- Flex Residential
- Neighborhood Business
- Main Street
- Middle Housing 1
- Middle Housing 2
- Midrise Multi-Family
- Mixed Use
- 88 - Mixed Use
- General Industrial
- Light Industrial
- R28 Multi-Family High
- R18 Multi-Family Medium
- R12 Multi-Family Low
- R8 Single Family High Small Lot
- R6.5 Single Family High
- R4.5 Single Family Medium
- WR-R-4-8 Whiskey Ridge, Single Family High
- WR-R-6-18 Whiskey Ridge, Multi-Family Medium
- Public-Institutional
- Recreation
- Open

produced by City of Marysville GIS



EST. 1891  
**MARYSVILLE**  
WASHINGTON

THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF ACCURACY OR COMPLETENESS OF THE DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR THE TRUTH AND ACCURACY OF THE DATA AND AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ANY USE OF THIS DATA.

Cascade Industrial Center (CIC) includes land within the cities of Marysville and Arlington. The full extent of the CIC within Arlington is not shown.

SMOKEY POINT MASTER PLAN

CASCADE INDUSTRIAL CENTER

WHISKEY RIDGE MASTER PLAN

LAKEWOOD MASTER PLAN

1. Predominately Vacant "Greenland"

May be rezoned to R-4.5 SFM subject to a traffic analysis that assesses 140th Street and the future connector from 140th Street NE to 172nd Street NE including the alignment of said connector.

2. "Gateway Shopping Center," MHP, Hotels, Fast Food, Car Wash and Retail.

116TH STREET MASTER PLAN

3. Fred Meyer, Coastal, Cinema, Retail, Credit Union & Office

4. Hagen, Bank, Retail, Chick-fil-A, Starbucks, Holiday Inn Express, Applebee's & Fuel

88TH STREET MASTER PLAN

6. Safeway Plaza, MHP, Retail & Office

DOWNTOWN MASTER PLAN

7. Bartell Drugs, Altitude, Retail & Office

5. Vacant "Greenland" & Critical Areas

8. Walmart



### Density Regulations:

Examples of various densities are provided below to illustrate what types of developments could materialize at different density ranges.

Per MMC 22C.020.080 (2), the base density is 12 units per gross acre with no maximum density, through utilization of Residential Density Incentive provisions. The City Council may consider a lower base density, maximum density, or a density range such as 8 to 10, 10 to 12 or 12 to 18 units per gross acre.

Staff has selected a vacant site in the CB zone, south of Twin Lakes to demonstrate what the proposed density ranges and trip generation would be on a 16.5-acre site in the CB zone.

Figure 1. Example Site, 16.5-acres



**Table 1. Example Site (16.5-acres): Residential Density and Traffic Trip<sup>1</sup> Scenarios**

Max Density: Units/Acre	Total Units	Trips 7-9 AM 0.4 trips/unit	Trips 4-6 PM 0.51/unit	Average Daily Trips 6.74/day
8	132	53	67	890
10	165	66	84	1,112
12	198	79	101	1,335
14	231	92	118	1,557
16	264	106	135	1,779
18	297	119	151	2002

<sup>1</sup> Traffic trip rates are based on a Multifamily Housing (Low-Rise) rate from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11<sup>th</sup> Edition (2021).

20	330	132	168	2224
22	363	145	185	2446

For the same site, staff is providing traffic figures associated with a commercial only development scenario for comparison purposes.

**Table 2. Example Site (16.5-acres): Shopping Center use and Traffic Trip<sup>2</sup> Scenarios**

Land Use	Total Square Footage	Trips 7-9 AM 0.84 trips/1,000 SF	Trips 4-6 PM 3.40 trips/1,000 SF	Average Daily Trips 37 trips /1,000 SF
Shopping Center	250,000 (covering 1/5 of the example site)	210	850	9,250

The density ranges provided for the Example Site in Table 1 (above) range from 8 to 22 dwelling units per acre. For comparison, multi-family developments in the Lakewood Neighborhood, zoned Mixed Use, have a base and maximum density of 28 dwelling units per acre and have developed to the following densities:

- **The Lodge Phase 1:** 22 du/acre (188 units/8.6 acres)
- **The Lodge Phase 2:** 23 du/acre (160 units/7.1 acres)
- **The Lodge Phase 3 & 4:** 18 du/acre (344 units/19.5 acres)
- **Vintage at Lakewood:** 27 du/acre (197 units/7.3 acres)
- **The Lodge Phase 5:** 22 du/acre (204 units/9.4 acres)
- **Marysville 172 Apartments:** 27 du/acre (474 units/17.4 acres)

Note: the Lodge Phases 1 – 3 and Vintage at Lakewood have been constructed and are occupied. The Lodge Phase 4 is currently under construction. The Lodge Phase 5 & Marysville 172 Apartments are currently under formal land use review.


<sup>2</sup> Traffic trip rates are based on a Multifamily Housing (Low-Rise) rate from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11<sup>th</sup> Edition (2021).

# *Index #2*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 10, 2022**

<b>AGENDA ITEM:</b>	
Washington State Department of Commerce Local Government Division Growth Management Services - Early Implementation Climate Planning Grant	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Haylie Miller, Community Development Director	
<b>DEPARTMENT:</b>	
Community Development	
<b>ATTACHMENTS:</b>	
Early Implementation Climate Planning Grant - Contract Number: 23-63333-117	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00102020.541000	\$80,000.00
<b>SUMMARY:</b>	
<p>The City of Marysville has been awarded grant funding from the Washington State Department of Commerce Local Government Division Growth Management Services to establish a Climate Change Vulnerability and Risk Assessment. The climate change work will be incorporated within the City's Comprehensive Plan as part of the 2024 Comprehensive Plan update.</p> <p>The grant award totals \$80,000. Staff intends to utilize these funds to hire a climate change consultant (Cascadia Consulting Group) to assist with the preparation of a Marysville-specific, climate vulnerability and risk assessment, emphasizing impacts to vulnerable populations. The work will include engagement with the public and key stakeholders, and preparation of a vulnerability and risk assessment focusing on storm water flooding, river flooding, heat events, and other climate-related risks based on the City's goals. The work will also include draft climate resilience policies to be incorporated into the Environmental Element of the City's Comprehensive Plan. It is anticipated that \$20,000 of the grant funds will be spent in 2022 with the remaining \$60,000 being spent in 2023.</p>	
<b>RECOMMENDED ACTION:</b> Authorize the Mayor to sign and execute the Early Implementation Climate Planning Grant contract agreement, number: 23-63333-117.	
<b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute the Early Implementation Climate Planning Grant contract agreement, number: 23-63333-117.	



**Interagency Agreement with**

City of Marysville

through

Washington State Department of Commerce  
Local Government Division  
Growth Management Services

**For**

Early Implementation Climate Planning Grant

**Start date:** July 1, 2022

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**Attachment A, Scope of Work**  
**Attachment B, Budget**

**FACE SHEET**

**Contract Number: 23-63333-117**

**Washington State Department of Commerce  
Local Government Division  
Growth Management Services  
Early Implementation Climate Planning Grant**

<b>1. Contractor</b> City of Marysville 501 Delta Avenue Marysville, WA 98270		<b>2. Contractor Doing Business As (optional)</b> n/a	
<b>3. Contractor Representative</b> Haylie Miller Community Development Director Phone: 360-363-8100 Fax: N/a Email: Hmiller@Marysvillewa.gov		<b>4. COMMERCE Representative</b> Sarah Fox Climate Program Manager (360) 725-3114 Sarah.fox@commerce.wa.gov <span style="float: right;">                     PO Box 42525                      1011 Plum St. SE                      Olympia, WA 98504                 </span>	
<b>5. Contract Amount</b> \$80,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input type="checkbox"/> Other: <input checked="" type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2022	<b>8. End Date</b> June 30, 2023
<b>9. Federal Funds (as applicable)</b> n/a		<b>Federal Agency:</b> n/a	
		<b><u>CFDA Number</u></b> n/a	
<b>10. Tax ID #</b> n/a	<b>11. SWV #</b> SWV 0000432-00	<b>12. UBI #</b> 314-000-001	<b>13. UEI #</b> n/a
<b>14. Contract Purpose</b> Develop a vulnerability and risk assessment that will be integrated into the Comprehensive Plan and serve as a foundation for land use and other local decisions.			
<b>15. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>  _____ Jon Nehring, Mayor  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.</b>	

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

**2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$80,000 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

**4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 23-63333-117. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**5. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.



**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**6. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**8. FRAUD AND OTHER LOSS REPORTING**

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**9. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

#### **16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

#### **17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

#### **18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

#### **19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

## **21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

### Scope of Work

Steps/ Deliverables	Description	End Date
<b>Action 1</b>	Consultant selection and general project management	6/15/2023
Step 1.1	Contract with consultant.	10/1/2022
Step 1.2	Invoices to Commerce likely on monthly basis	6/15/2023
Step 1.3	Executive summary of the work accomplished as a result of receiving the grant.	6/15/2023
<b>Deliverable 1</b>	<b>Executive summary of the work accomplished as a result of the grant.</b>	6/15/2023
<b>Action 2</b>	Public participation and public engagement	5/15/2023
Step 2.1	Prepare a public participation plan and maintain a webpage for the project.	5/15/2023
Step 2.2	Conduct public workshops and brief Planning Commission and City Council.	5/15/2023
<b>Deliverable 2</b>	<b>Summary of participation and input from community members and legislative body.</b>	5/15/2023
<b>Action 3</b>	Develop a vulnerability and risk assessment to include: <ul style="list-style-type: none"> <li>· Exploration of climate-related trends to identify current and anticipated impacts;</li> <li>· Identify vulnerable populations and assets (social, economic, environmental); and</li> <li>· Characterize risks for such assets to identify where policies are needed.</li> </ul>	4/15/2023
Step 3.1	Draft inventory of current and anticipated climate-related impacts.	4/15/2023
Step 3.2	Draft assessment of vulnerable populations and assets.	4/15/2023
Step 3.3	Draft analysis of risks to assets and identification of necessary policies.	4/15/2023
<b>Deliverable 3</b>	<b>DRAFT Climate Change Vulnerability and Risk Assessment</b>	4/15/2023
<b>Action 4</b>	Support for Comprehensive Plan Amendments integrating Climate Change Vulnerability and Risk Assessment	6/15/2023
Step 4.1	Memo identifying proposed Comprehensive Plan amendments.	6/15/2023
Step 4.2	Schedule of proposed actions to integrate Climate Change Vulnerability and Risk Assessment into the Comprehensive Plan update.	6/15/2023
<b>Deliverable 4</b>	<b>Resolution or Ordinance in support of Climate Change Vulnerability and Risk Assessment</b>	6/15/2023

**Budget**

<b>Grant Objective:</b>	<b>Commerce Funds</b>
Deliverable 1. Executive summary of the work accomplished as a result of receiving the grant.	\$10,000.00
Deliverable 2. Summary of participation and input from community members and legislative body.	\$10,000.00
Deliverable 3. DRAFT Climate Change Vulnerability and Risk Assessment	\$40,000.00
Deliverable 4. Resolution or Ordinance in support of Climate Change Vulnerability and Risk Assessment	\$20,000.00
<b>Total:</b>	<b>\$80,000.00</b>




# *Index #3*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 10, 2022**

<b>AGENDA ITEM:</b>	
Supplemental Agreement No. 8 with HDR, Inc. on the State Avenue (100th Street NE to 116th Street NE) Corridor Improvement Project	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Patrick Gruenhagen, Project Manager	
<b>DEPARTMENT:</b>	
Public Works - Engineering	
<b>ATTACHMENTS:</b>	
Supplemental Agreement No. 8	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1601	\$353,339.73
<b>SUMMARY:</b>	
<p>The City executed a Professional Services Agreement with HDR, Inc. (“HDR”) on April 11, 2017, laying the groundwork for HDR to provide design and property negotiation services for the State Avenue (100th Street NE to 116th Street NE) Corridor Improvement Project. Subsequent to this, construction for Phase 1 of the project (extending from 100th Street NE to 104th Street NE) began, in the spring of 2020. After a two and a half year construction window, the Phase 1 project came to a successful end this past summer and will soon be brought forward to Council for acceptance.</p> <p>Phase II of the project – <i>extending from 104<sup>th</sup> Street NE to 116<sup>th</sup> Street NE</i> – was awarded a \$4,000,000 Transportation Improvement Board grant in November of 2020. This in turn set the stage for resumption of final design, environmental permitting, and property acquisition for Phase II. As those efforts now wind down, the project is anticipated to be ready for advertisement before year’s end.</p> <p>Accordingly, Supplemental Agreement No. 8 (as attached) creates the framework to amend HDR’s scope of services to provide support to the City’s construction management team as it oversees construction of Phase II, similar to the effort provided for Phase I. Specifically, this will include assistance in formulating response to contractor requests for information (RFI’s); support in the preparation of change orders and change order pricing; and review of technical and material submittals. With HDR serving as an extension of the City’s CM team during construction, it will help to ensure streamlined response to contractor inquiries, swift resolution of unforeseen challenges, and a positive outcome to the project overall.</p> <p>The total cost for this additional work, as negotiated, will be \$353,339.73, yielding a new contract total of \$3,573,560.33. In addition to scope revisions, Supplemental Agreement No. 8 provides for a time extension of the contract end date through December 31, 2024.</p>	

<p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute Supplemental Agreement No. 8 between the City of Marysville and HDR, Inc., for the State Avenue (100<sup>th</sup> Street NE to 116<sup>th</sup> Street NE) Corridor Improvement Project.</p>
--

**SUPPLEMENTAL AGREEMENT NO. 8 TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND HDR ENGINEERING, INC.**

**THIS SUPPLEMENTAL AGREEMENT NO. 8** (“Supplemental Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and HDR Engineering, Inc., a Nebraska corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for the State Ave. Corridor Improvement Project (100th St NE to 116th St NE), consisting of widening the roadway to 5-lanes (the “Original Agreement”), said Original Agreement being dated April 11, 2017 and six supplemental agreements: Supplemental Agreement No. 1, dated February 12, 2018, and Supplemental Agreement No. 2, dated September 11, 2018, Supplemental Agreement No. 3, dated June 25, 2019, Supplemental Agreement No. 4, dated February 4, 2020, Supplemental Agreement No. 5, dated March 9, 2021; and Supplemental Agreement No. 6, dated August 11, 2021; and Supplemental Agreement No. 7, dated June 13, 2022; and

WHEREAS, both parties desire to supplement the Original Agreement by expanding the scope of services and extending the term for completion to December 31, 2024;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES,” shall be amended by Exhibit A-8, attached hereto and by this reference made part of this Supplemental Agreement No. 8, and a part of the Original Agreement.
2. Section 2 of the Original Agreement, “TERM,” is amended to provide all work shall be completed by December 31, 2024.
3. Section 3 of the Original Agreement, “COMPENSATION” as amended by Supplemental Agreement No. 1, Supplemental Agreement No. 2, Supplemental Agreement No. 3, Supplemental Agreement No. 4, Supplemental Agreement No. 5, Supplemental Agreement No. 6, and Supplemental Agreement No. 7, is amended to include the additional Consultant fee of \$353,339.73 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$3,573,560.33 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

Original Agreement	\$1,665,545.09
Supplemental Agreement No. 1	\$470,288.53
Supplemental Agreement No. 2	\$271,216.98
Supplemental Agreement No. 3	\$60,000.00
Supplemental Agreement No. 4	\$358,504.21

Supplemental Agreement No. 5	\$298,543.93
Supplemental Agreement No. 6	\$96,121.86
Supplemental Agreement No. 7	\$0
Supplemental Agreement No. 8	<u>\$353,339.73</u>
<b>Grand Total</b>	<b>\$3,573,560.33</b>

DATED this \_\_\_\_\_ day of October, 2022.

CITY OF MARYSVILLE

HDR ENGINEERING, INC.

By \_\_\_\_\_  
Jon Nehring, Mayor

By \_\_\_\_\_  
Its:

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Deputy City Clerk, Genevieve Geddis

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

State Avenue Corridor Widening Project

(100th Street NE to 116th Street NE)

## SUPPLEMENTAL AGREEMENT NO. 8

Supplemental Scope of Services for Final  
Design, and Design Services During  
Construction Efforts

**October 2022**

City of Marysville

Prepared by:



2707 Colby Avenue, Suite 715  
Everett, WA 98201

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## INTRODUCTION

During the term of this PROFESSIONAL SERVICES AGREEMENT (AGREEMENT), HDR Engineering, Inc., (CONSULTANT) shall perform professional services for the City of Marysville (CITY) in connection with the following project: **State Avenue Corridor Improvement Project (100th Street NE to 116th Street NE) (PROJECT)**.

This Supplemental Agreement No. 8 authorizes additional work necessary for providing additional engineering design and design services during construction for Segment 2; and additional design services during construction to complete Segment 1 of the PROJECT, **State Avenue Improvement Project (104th Street NE to 116th Street NE)**, described generally as:

- Final Engineering Design to incorporate negotiated right-of-way changes, WSDOT Standard Specifications updates, and franchised utility information into the Ad-Ready Plans, Specifications, and Engineer's Opinion of Probable Construction Cost;
- Attending progress meetings with CITY Staff;
- Providing Design Services During Construction for Segment 2 (104<sup>th</sup> PL NE to 116<sup>th</sup> ST NE); and
- Additional overall Project Management effort.

The Supplement authorizes the transfer of unused task budgets between authorized tasks in order to balance the overall contract budget, and acknowledges the completion of certain tasks. In addition, Supplemental Agreement No. 8 extends the term of the contract to December 31, 2024.

### Background Information

The Project Design for Segment 1 was completed on October 16, 2019, with the delivery of construction documents to the CITY for use in advertising and receiving construction bids for the PROJECT. Construction of Segment 1 commenced in early 2020 and is anticipated to be complete by December 2022. In May 2019, the CITY decided to delay the completion of the Segment 2 design and ROW acquisition due to funding constraints and focus on the construction of Segment 1. With Segment 1 construction well underway and receipt of additional grant funding for Segment 2 through the Washington State Transportation Improvement Board (TIB), the CITY has requested that the CONSULTANT provide additional design engineering to complete the final design, prepare contract documents, Bid Phase assistance, and support to the CITY in responding to contractor questions during the construction phase.

### Scope of Work

This supplemental scope of work includes additional design efforts to incorporate final negotiated ROW settlements, coordination with franchise utilities, update of "on the shelf" Ad-Ready documents, and Segment 2 Bidding Phase and Design Services During Construction efforts.

## Major Milestone Schedule Revisions

The following are major schedule milestones for the project:

Preliminary Design.....August 2017–Completed  
 30% Design.....October 2017–Completed  
 JARPA/SEPA Submittal.....October 2017–Completed  
 Revision to JARPA .....June 2018–Completed  
 60% Design.....April 2018–Completed

### SEGMENT 1 – 100th Street NE to 104th Place NE

90% Design – Segment 1 ..... August 2018–Completed  
 ROW Acquisition Complete – Segment 1 ..... November 2019–Completed  
 Environmental Permits Secured – Segment 1 ..... July 2019–Completed  
 Ad-Ready – Segment 1 ..... October 2019–Completed  
 Bidding Phase – Segment 1 ..... October/November 2019–Completed  
 Construction Phase – Segment 1..... January 2020 – October 2022–In Progress

### SEGMENT 2 – 104th Place NE to 116th Street NE

90% Design – Segment 2 ..... August 2018–Completed  
 ROW Acquisition Complete – Segment 2 ..... November 2022  
 Environmental Permits Secured – Segment 2 ..... July 2022 - Completed  
 Ad-Ready – Segment 2 ..... April 2022 - Completed  
 Bidding Phase – Segment 2 ..... December 2022–January 2023  
 Construction Phase – Segment 2 ..... January 2023 – November 2024  
 Consultant Contract Closeout ..... November – December 2024

## Project Assumptions

### General Assumptions:

1. The General Assumptions remain unchanged as outlined in the Original Agreement and previous Supplemental Agreement Nos.1 through 7.
2. The CITY’s Project Manager will be Patrick Gruenhagen, PE.
3. The CITY shall provide or make available any applicable updates to its codes and standards, relevant as-constructed plans from other projects, and new development plans and records since the Segment 2 PROJECT was put on hold in 2019.
4. All meetings outlined in this Supplemental Agreement No. 8 will be scheduled and conducted virtually via WebEx or other media determined by the CONSULTANT.
5. The scope of work and associated budget for Supplemental Agreement No. 8 is based on the CITY’s direction that the remaining work for completing the final design, updating the Ad-Ready documents, and providing bid phase assistance will be completed by December 31, 2022.
6. Additional assumptions are listed in the individual subtask descriptions.

**Design Standards and References:**

1. The PROJECT Design Standards and References remain unchanged from the original scope of services, and modifications previously noted in Supplemental Agreement Nos. 1 through 7; except any recent (since 2019) updates of the applicable codes, design manuals, and standard specifications.
2. **State Avenue Improvement Project (100th Street NE to 104th Street NE)** construction documents including the Plans, Project Manual, Bidding and Contract documents, and Permits.

## Project Tasks

The CONSULTANT shall manage the work as described within the following major Work Elements.

### TASK 1. PROJECT MANAGEMENT & ADMINISTRATION

This task will be continuous throughout the project duration, which is extended to December 31, 2024. The additional work includes the work to update the scope, schedule, budget, and SUBCONSULTANT agreements; additional project coordination with the CONSULTANT staff and SUBCONSULTANTS; and management of the additional work efforts defined in this Supplemental Agreement No. 8. Components of this work, including planning the PROJECT, executing the PROJECT, managing change, and closing the PROJECT, include:

#### 1.1. Project FTP Site, Project Set up, Management Plan, HASP

The CONSULTANT shall revise and update the PROJECT scope and budget, Project Management Plan (PMP), Quality Management Plan (QMP), project accounting and project management records to include the additional work of this Supplemental Agreement No. 8.

#### 1.2. Project Team Coordination Meetings

There is no change to this Task. No additional Project Team Meetings are anticipated.

#### 1.3. Project Schedule

There is no change to this Task. No schedule updates are anticipated.

#### 1.4. Progress Reporting and Invoicing

The CONSULTANT shall provide up to twenty-seven (27) additional Project Invoices and Monthly Progress Reports.

**Deliverable(s):**

- Monthly Progress Reports (27 additional)
- Monthly Invoices (27 additional)

#### 1.5. Subconsultant Coordination

The CONSULTANT shall provide oversight and management of the geotechnical subconsultant.

#### 1.6. Project Restart Kick-off Meeting

- There is no change to this Task. This Supplement extends the contract time and ongoing services and requires no Kick-off Meeting.

## 1.7. Project Team Management

The CONSULTANT Project Manager shall oversee and manage the work during the extended term as authorized by this Supplemental Agreement No. 8.

## 1.8. Project Close-out

Upon request by the CITY, the CONSULTANT shall assemble project management documentation and records for Segment 2 and prepare electronic files to be retained by the CONSULTANT and transmitted to the CITY in accordance with this AGREEMENT.

**Transfer of funds.** With this supplement, \$326.91 in remaining funds from underrun tasks are transferred to Task 1 to re-balance the overall project budget.

# TASK 2. CLIENT COMMUNICATIONS AND COORDINATION

This Supplemental Agreement No. 8 includes the continuation of bi-weekly 30-Minute Client Update video/conference calls. These calls will allow both Project Managers a scheduled, formal contact point to maintain open communications; discuss project progress, issues, and staffing needs; and coordinate overall contractor progress and performance issues. Summary meeting notes will be prepared and distributed as a result of these calls.

**Transfer of funds.** With this supplement, \$911.70 in remaining funds from Task 2 are transferred to other overrun tasks to re-balance the overall project budget.

### Assumption(s):

1. Bi-weekly Client Updates will be by video or conference call, and last 30 minutes. – 59 max.
2. A maximum of two (2) CONSULTANT staff will participate in the video / conference calls.

### Deliverable(s):

1. Bi-weekly Client Update Call Summary Notes (electronic copy in PDF Adobe format) – maximum of 59

# TASK 3. QUALITY ASSURANCE / QUALITY CONTROL

The authorized work of this task is complete, and the task is closed.

**Transfer of funds.** With this supplement, \$24,926.22 in remaining funds from Task 3 are transferred to other overrun tasks to re-balance the overall project budget.

## TASK 4. DATA COLLECTION / REVIEW OF EXISTING INFORMATION

The authorized work of this task is complete, and the task is closed.

**Transfer of funds.** With this supplement, \$10,442.02 in remaining funds from Task 4 are transferred to other overrun tasks to re-balance the overall project budget.

## TASK 5. SURVEY AND MAPPING

The authorized work of this task is complete with the exception of CITY-requested supplemental survey efforts and preparation of legal exhibits to aid in the remaining negotiation of right-of-way and temporary construction easements associated with Payne and Wolf parcels. The Subconsultant's maximum level of effort will not exceed \$15,000.

**Transfer of funds.** With this supplement, \$29,380.95 in remaining funds from Task 5 are transferred to other overrun tasks to re-balance the overall project budget.

## TASK 6. GEOTECHNICAL ENGINEERING

The authorized work of this task is complete, and the task is closed.

**Transfer of funds.** With this supplement, \$4,460.83 in remaining funds from Task 6 are transferred to other overrun tasks to re-balance the overall project budget.

## TASK 7. WATERMAIN DESIGN

The authorized work of this task is complete, and the task is closed.

**Transfer of funds.** With this supplement, \$31,671.94 in remaining funds from underrun tasks are transferred to Task 7 to re-balance the overall project budget.

## TASK 8. TRAFFIC ANALYSIS

The authorized work of this task is complete, and the task is closed.

**Transfer of funds.** With this supplement, \$7,792.32 in remaining funds from Task 8 are transferred to other overrun tasks to re-balance the overall project budget.

## TASK 9. PRELIMINARY DESIGN

The authorized work of this task is complete, and the task is closed.

**Transfer of funds.** With this supplement, \$15,161.16 n remaining funds from Task 9 are transferred to other overrun tasks to re-balance the overall project budget.

## TASK 10. 30% DESIGN

The authorized work of this task is complete, and the task is closed.

**Transfer of funds.** With this supplement, \$39,566.39 in remaining funds from underrun tasks are transferred to Task 10 to re-balance the overall project budget.

## TASK 11. VALUE ENGINEERING (VE) STUDY

The authorized work of this task is complete, and the task is closed.

**Transfer of funds.** With this supplement, \$995.18 in remaining funds from underrun tasks are transferred to Task 11 to re-balance the overall project budget.

## TASK 12. ENVIRONMENTAL DOCUMENTATION AND PERMITTING

The authorized work of this task is complete except for providing CITY-requested permitting assistance consisting of coordination with other agencies and responding to questions and requests for information. The maximum level of effort shall not exceed \$5,000.

**Transfer of funds.** With this supplement, \$43,358.01 in remaining funds from Task 12 are transferred to other overrun tasks to re-balance the overall project budget.

## TASK 13. FINAL DESIGN - PS&E

The CONSULTANT shall follow the guidelines set forth in the CITY's *Design Standards and Plans Preparation Manual* when preparing the 100%, and Ad-Ready plans, specifications and estimate.

**Transfer of funds.** With this supplement, \$77,319.17 in remaining funds from other underrun tasks are transferred to Task 13 to re-balance the overall project budget.

**Assumption(s):**

- The level of effort and fee estimate for this task assumes that only minor edits to the already completed Ad-Ready Plans will be necessary. These edits include the following:

- Revisions required as necessary per the right-of-way negotiations for the Wolfe, Wilhelmi, and Payne parcels. This level of effort shall not exceed an additional 12 labor hours beyond current authorization.
- Revisions required from the franchise utility requested changes from Zply and Comcast. The level of effort of this additional work shall not exceed an additional 48 labor hours beyond current authorization.
- Revisions to specifications to ensure all WSDOT GSP's and standard plans issued since the last submittal are incorporated into the project contract documents. This level of effort shall not exceed an additional 22 labor hours beyond current authorization.
- Final quality control review of "on the shelf" plans and update of Ad-Ready documents (maximum effort is limited to 14 labor hours).

### 13.3. Ad-Ready Submittal

#### 13.3.1. Ad-Ready Submittal

CONSULTANT will update the previously completed Ad-Ready design plans, specifications, and Engineer's Opinion of Cost to reflect final negotiated agreements with the Wolfe, Wilhelmi and Payne acquisitions, regulatory updates to the WSDOT Standard Specifications and standard plans, and delay in bid advertisement.

#### Assumption(s):

1. There will be no updates for changes to federal, state and local codes, standards and specifications in effect at the time of the 100% Submittal; other than updates to the WSDOT Standard Specifications.
2. The CONSULTANT will upload submittals to the project FTP site.
3. The CITY will contact PROJECT stakeholders to download and review submittals.
4. The efforts to update the Ad-Ready contract documents shall be limited to the labor hours shown in this supplement. Should additional efforts be necessary, it will be considered as EXTRA WORK and must be authorized in writing by supplemental agreement.
5. There will be no CITY comment review of the Ad-Ready submittal.

#### Deliverable(s):

- Ad-Ready Plans, Project Manual (Specifications), and Engineer's Opinion of Cost

## TASK 14. CONSTRUCTABILITY ANALYSIS

The authorized work of this task is complete, and the task is closed.

**Transfer of funds.** With this supplement, \$1,071.30 in remaining funds from Task 14 are transferred to other overrun tasks to re-balance the overall project budget.

## TASK 15. REAL ESTATE SERVICES

The authorized work of this task is complete, and the task is closed.



**Transfer of funds.** With this supplement, \$2,966.45 in remaining funds from underrun tasks are transferred to Task 15 to re-balance the overall project budget.

## TASK 16. FUNDING SUPPORT

The authorized work of this task is complete, and the task is closed.

Transfer of funds. With this supplement, \$11,287.60 in remaining funds from Task 17 are transferred to other overrun tasks to re-balance the overall project budget.

## TASK 17. BIDDING PHASE ASSISTANCE

The authorized work of this task is complete except for providing bidding phase assistance to the CITY for Segment 2, as previously defined in the original agreement and preceding supplements. The maximum level of effort for the remaining work of this task shall not exceed \$13,970.

**Transfer of funds.** With this supplement, \$200.99 in remaining funds from underrun tasks are transferred to Task 17 to re-balance the overall project budget.

## TASK 18. WETLAND MITIGATION BANK USE PLAN

The authorized work of this task is complete, and the task is closed.

**Transfer of funds.** With this supplement, \$3,673.94 in remaining funds from Task 18 are transferred to other overrun tasks to re-balance the overall project budget.

## TASK 19. DESIGN SERVICES DURING CONSTRUCTION

Task 19 General Assumptions, for budgeting purposes include the following:

1. It is estimated that RFIs will take approximately 4 hours per each RFI. It is estimated that 40 RFIs will be received over the life of the contract.
2. It is estimated that each plan clarification / constructability issue takes on average 6 hours each and there will be approximately 10 clarification requests.
3. It is estimated that each submittal review will take approximately 4 hours per each submittal, as directed by the CITY. It is estimated that 100 submittals will be received for review over the life of the contract.
4. It is estimated that there will be up to 20 resubmittals and each resubmittal review will take approximately 3 hours per each resubmittal.
5. It is assumed all CONTRACTOR submittals are complete packages prior to delivery to the CONSULTANT for review.

6. Additional assumptions are listed in the individual sub-task descriptions.
7. It is recognized that Design Services During Construction are a time and materials effort initiated by requests for assistance from the CITY. The authorized level of effort shall not exceed the budget amount described in the attached Supplemental Agreement No. 8 budget for Task 19.

The CITY has advised that all construction efforts for Segment 1 are complete except for punchlist items and final resolution of quantities. The maximum remaining level of effort for Engineering Design Services During Construction for Segment 1 is limited to \$17,900, including preparation of Record Drawings from Contractor/CIT provided information.

**Transfer of funds.** With this supplement, \$580.98 in remaining funds from Task 19 are transferred to other overrun tasks to re-balance the overall project budget.

The Engineering Design Services During Construction for Segment 2, to be provided during construction include the following:

### 19.1. Site and Regular Contractor Meetings

Upon request by the CITY, the CONSULTANT shall attend regular contractor meetings and other site visits to provide engineering support, when needed. The CONSULTANT shall review and provide input to the CITY prepared meeting agendas and meeting summary notes, when requested by the CITY. This sub-task includes attendance by two (2) HDR staff at a maximum of 40 labor hours, for an estimated 6 regular contractor meetings and site visits.

#### Deliverable(s):

- Review comments to CITY prepared meeting minutes and agendas

### 19.2. Requests for Information (RFIs)

The CONSULTANT shall provide responses to contractor's requests for information (RFIs) in a timely manner. Generally, the CITY will need RFI responses within 7 business days (not including Saturdays, Sundays or Holidays) of the request, however more or less time may be allocated depending on the specific issue.

#### Deliverable(s):

- Technical paragraph/comment response to RFIs on RFI document.

### 19.3. Constructability Issues/Plan Clarifications

The CONSULTANT will be required to provide input and guidance on constructability issues during construction. This includes on-site visits and design revisions based on field conditions or suggested plan changes by CITY staff. The CITY will provide a minimum of 7 business days (not including Saturdays, Sundays or Holidays) for the CONSULTANT to respond with a recommended course of action. Both the CITY and CONSULTANT will agree on the time needed to complete the design revision.

For plan clarifications, the CONSULTANT shall respond within 7 business days (not including Saturdays, Sundays or Holidays), or another timeframe agreed by both the CITY and CONSULTANT. All plan clarification responses to the CONTRACTOR shall be in written format.

**Deliverable(s):**

- Technical response to clarification request addressing constructability issues or design revisions, potentially along with revised plan sheets if required.

### **19.4. Approval of Shop Drawings/Submittals**

The CONSULTANT shall review shop drawings, material submittals, and/or proposals for substitutions of materials and procedures as submitted by the contractor for conformance with the project requirements and intent. The CONSULTANT shall provide the reviews and/or approvals in accordance with WSDOT Standard Specification 1-05.3 Working Drawings, or as agreed by both the CITY and CONSULTANT.

**Deliverable(s):**

- Responses to submittals and shop drawings with approval, rejection, or resubmittal designations and corresponding comments.

### **19.5. Review of Contractor Schedule**

Upon the request of the CITY, the CONSULTANT shall provide review of the Contractor's proposed baseline construction schedule. The review will note if the schedule is of sufficient detail and adequately incorporates all scope activities and material procurement constraints (i.e., long-lead items), that it meets contractual requirements pertaining to the schedule, that it has sound logic, and that the critical path is accurately depicted. The CONSULTANT will provide the CITY with a red-lined markup of the contractor's schedule and brief cover memo.

The CONSULTANT will also provide additional reviews of the contractor's periodic schedule updates if requested by the City, to compare the update to the previous schedule, identifying variances, potential critical path threats, reasons for any delays that may occur, and the party who is responsible for said delays. (i.e., Owner versus contractor). The CONSULTANT will provide the CITY with a brief review memo summarizing the schedule review and any comments. This sub-task includes a maximum of 24 labor hours.

**Deliverable(s):**

- Redlined markup of the Contractor's baseline construction schedule and cover memo.
- Schedule review memos (estimated 2 requests for schedule review, not including the initial baseline review).

### **19.6. Review of Contractor Change Order Requests**

Upon the request of the CITY, the CONSULTANT shall provide review and design concurrence of Contractor or CITY prepared Change Order Requests. Such review shall not constitute change order approval; it would simply reflect that the CONSULTANT has reviewed the requested change and acknowledges that it is consistent with the original design parameters. At the CITY's request, the CONSULTANT's review of Change

Order Requests may include an evaluation of contractor claim for entitlement due to purported costs arising from work or circumstances that the contractor may construe to be beyond what was identified in the original contract. The CONSULTANT may be requested to prepare and issue plan revisions as part of the change order approval process, and review of change order pricing and compilation of independent estimates. This sub-task includes a maximum of 40 labor hours.

**Deliverable(s):**

- Review Comment Memos

### **19.7. Permit compliance**

Upon the request of the CITY, the CONSULTANT shall provide up to 12 labor hours for coordination and correspondence with permitting agencies during Segment 2 construction.

**Deliverable(s):**

- Summary notes of meetings and conversations with the regulatory agencies and tribes

### **19.8. Coordination with Franchise Utilities**

Upon the request of the CITY, the CONSULTANT shall assist the CITY in coordinating facilities relocations and installation of new facilities in the Joint Utility Trench (JUT) with the franchise utility companies, identified as Snohomish County PUD No. 1 (PUD), Zply Communications), WAVE Communications (WAVE), Comcast, and Puget Sound Energy (PSE). Total effort is estimated at a maximum of 40 labor hours.

**Deliverable(s):**

- Summary notes of meetings and conversations with franchise utilities
- Review Comment Memos

### **19.9. Geotechnical Construction Phase Services – (to be provided by subconsultant Shannon & Wilson)**

The purpose of this Subtask is to provide geotechnical construction observation services for the installation and dynamic testing of subgrade material and other items as requested by the City for the State Avenue Corridor Widening Project. Geotechnical construction observations services will include providing on-call, part-time or full-time field representative to observe construction activities as requested, providing geotechnical support as necessary, and attending project meetings in Marysville or via conference call. The CONSULTANT will prepare field activity reports for days they are on-site that document observations while onsite and recommendations to the owner. The anticipated field and office activities that the CONSULTANT would perform include:

- As requested, review of subgrade conditions below paving surfaces, utility structures, and/or illumination and signal foundations.
- Office engineering associated with construction and site visits and meetings as requested.

**Assumption(s):**

- The contractor schedule is not available. The level of effort is based on our experience and the actual effort will be based on the subgrade material condition and the City's requests for assistance.
- The CONTRACTOR or CITY will notify the CONSULTANT when the CONSULTANT is needed on site.
- The maximum level of effort is limited to that shown in the Supplement No. 8 budget estimate.

**Deliverable(s):**

- Daily field activity reports.
- Responses to RFI and contractor submittals
- Pre-construction meeting (one meeting)
- Project management and consultation

### 19.10. Bridge Load Rating

The authorized work of this subtask is complete, and the subtask is closed.

### 19.11. Ongoing Assistance and Coordination with the CITY

It is anticipated that there will be a need to coordinate and assist the CITY with review of Contractor correspondence and requests, traffic coordination issues, property owner questions, and other as of yet undetermined matters. The CONSULTANT shall assist the CITY in these matters up to a maximum of 60 labor hours.

**Deliverable(s):**

- Review Comment Memos, if required

### 19.12. Record Drawings

The CONSULTANT shall prepare Segment 2 Record Drawings based on the red-lined markups developed by the Contractor and provided to the CONSULTANT by the CITY, upon completion of construction. The CONSULTANT will have no responsibility regarding the completeness or accuracy for the Record Drawings other than the CONSULTANT'S own work efforts in transferring the markup information to the CAD drawings.

**Assumption(s):**

- All Contractor red-line markups will be consolidated on one set of plans, prior to receipt by the CONSULTANT.
- The Contractor and CITY shall review the red-line markups for accuracy and to resolve any conflicting comments or notations, prior to delivering them to the CONSULTANT.
- CONSULTANT work effort in preparing Record Drawing is limited to 120 labor hours.

**Deliverable(s):**

- Record Drawings (AutoCAD format)

### 19.13. Project Walkthrough and Acceptance

Upon the request of the CITY, the CONSULTANT shall assist the CITY in conducting the project final inspection and acceptance for Segment 2. This may include the preparation of punch list items and a maximum of two (2) project walkthroughs to confirm completion. The project walkthroughs will be attended by the CONSULTANT Design Manager and one CONSULTANT Discipline Lead. Each walkthrough is estimated to last 4 hours including travel. Total sub-task labor effort shall not exceed 24 labor hours.

Project walkthrough and acceptance assistance for Segment 1 is eliminated from the scope.

**Deliverable(s):**

- Site visit observation Memos

### 19.14. Project Closeout

Upon request by the CITY, the CONSULTANT shall prepare a report and/or a summary of findings at the completion of the Segment 2 project. The report shall include changes made during construction, as compared with the original design and intent of the project. The report shall also include lessons learned and improvements the CITY may want to consider. Total sub-task labor effort shall not exceed 32 labor hours.

Project closeout assistance for the Segment 1 project is eliminated from the scope.

**Deliverable(s):**

- Project closeout documentation

**FEE ESTIMATE**

City of Marysville: State Avenue Corridor Widening Project - Phase 2 (104th Street NE to 116th Street NE) Supplement 7



Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total Subconsultants	Total For Proposal
1	Project Management & Administration	\$61,106.74	\$4,193.44	\$0.00	\$0.00	\$65,300.18
2	Client Communications & Coordination	\$17,784.60	\$1,220.47	\$0.00	\$0.00	\$19,005.07
13	Final Design - PS&E	\$17,270.30	\$1,185.17	\$0.00	\$0.00	\$18,455.47
15	Real Estate Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	Bidding Phase Assistance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19	Design Services During Construction	\$223,212.64	\$15,317.97	\$2,048.40	\$10,000.00	\$250,579.01
		<b>\$319,374.28</b>	<b>\$21,917.05</b>	<b>\$2,048.40</b>	<b>\$10,000.00</b>	<b>\$353,339.73</b>

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# *Index #4*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 10, 2022**

<b>AGENDA ITEM:</b>	
Purchase Order Authorization with King County Directors Association for the Comeford Playground Replacement	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jesse Birchman, Transportation & Parks Maintenance Manager	
<b>DEPARTMENT:</b>	
Public Works – Parks Maintenance	
<b>ATTACHMENTS:</b>	
<ul style="list-style-type: none"> <li>• Northwest Playground Equipment, Inc. – Quote EA09152022-Comeford</li> <li>• Northwest Playground Equipment, Inc. – Comeford Park, Option 2 renderings</li> </ul>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
31000076.563000.P2204	\$296,540.00
<p><b>SUMMARY:</b> This action would authorize the purchase and install of new playground equipment that replaces the existing equipment at Comeford Park. This purchase will be completed through the City’s intergovernmental cooperative purchase agreement with the King County Directors Association (KCDA, executed March 31, 2015). KCDA is separately contracted with Northwest Playground Equipment (Contract #22-315) who will provide this equipment and install.</p> <p>The attached quote (EA09152022) from Northwest Playground Equipment, in the amount of \$269,581.82 (including WSST) includes the following:</p> <ul style="list-style-type: none"> <li>• The removal and disposal of the existing playground equipment,</li> <li>• The removal and disposal of the existing engineered wood fiber (EWF) surface,</li> <li>• The installation of a new artificial grass play surface, and</li> <li>• The installation of the new playground equipment and structures for both 2-5 year olds and 5-12 year olds.</li> </ul> <p>Staff also request approval of a 10% management reserve, or \$26,958.18, for a total allocation of \$296,540.00.</p>	

**RECOMMENDED MOTION:**

I move to authorize the Mayor to execute a purchase order to the King County Directors Association in the amount of \$269,581.82 for the replacement of playground equipment at Comeford Park by Northwest Playground Equipment and to authorize a management reserve of \$26,958.18 for a total allocation of \$296,540.00.



Northwest Playground Equipment, Inc.

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PO Box 2410, Issaquah, WA 98027-0109
Phone (425) 313-9161 FAX (425) 313-9194
Email: sales@nwplayground.com

QUOTE

This quote is only valid for 30 days.

To: Marysville, City of
Re: Comeford Park Opt.2
514 Delta Ave,
Marysville, WA 98270

Quote # EA0012022
Date: 9/1/2022

Contact Name: Jesse Birchman
Email: jbirchman@marysvillewa.gov

Phone: 360-363-8161
Cell:

Table with columns: Item #, Qty, Description, Price, Total Price. Includes sections for EQUIPMENT, Playworld, and Forever Lawn.

Summary table for equipment costs including Playworld, Forever Lawn, and Playworld, with subtotals and discounts.

CERTIFIED INSTALLATION

Table for installation services including INSTALL, SITE PREP, and Temp, with associated costs and taxes.

All quotes are subject to material and fuel surcharges.

Acceptance of Proposal:

(Please be sure you have read, signed, initialed and understand the Terms and Conditions on Page 2 of this Quote)
The items, prices and conditions listed herein are satisfactory and are hereby accepted.

Title Customer Signature Date

Thank you for considering Northwest Playground Equipment, Inc. for your Park, Playground, Shelter and Sports Equipment requirements.



Project Name: Comeford Park Opt.2

Quote # EA0012022

TERMS AND CONDITIONS

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 30 days.

Orders placed or requested for delivery after 30 days are subject to price increases.

\*\*\* (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.

Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

EXCLUSIONS: Unless specified, this quote specifically excludes all of the following:

- Required Permits; Davis Bacon, Certified Payroll or Prevailing Wage fees
Performance/Payment Bonds
Site work and landscaping
Removal of existing equipment
Unloading; Receiving of inventory or equipment; Storage of equipment
Equipment assembly and/or installation
Safety surfacing; Borders or drainage requirements
Landscaping Repairs DUE to poor access or in climatic weather

FREIGHT AND DELIVERY:

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.

Delivery is currently 5+ weeks after order submittal. Unless otherwise noted, all equipment is delivered unassembled.

\*\*\* (Pls Initial) Buyer is responsible to meet and provide a minimum of 2 ADULTS to unload truck

A Check List, detailing all items shipped, will be mailed to you and a copy will be included with the shipment.

Buyer is responsible for ensuring the Sales Order and Item Numbers on all boxes and pieces match the Check List.

\*\*\* (Pls Initial) Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the buyers financial responsibility.

Damaged Freight must be refused. Please notify Northwest Playground Equipment immediately of any damages.

Shortages and Concealed Damage must be reported to Northwest Playground Equipment within 10 days of delivery.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

TAXES:

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

PAYMENT TERMS: An approved Credit Application is required for new customers. 50% down payment is due at time of order

with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due balances at an annual rate of 18%. A 3% charge will be added to all credit card orders.

RESTOCKING: Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included.

Northwest Playground Equipment offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.

Arrangements must be made in advance for the removal/disposal of existing equipment.

Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

Acceptance of Terms & Conditions

Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.

Title

Customer Signature

Date

Thank you for choosing Northwest Playground Equipment!



# Comeford Park Option 2

IHD\_141\_22B

Sales Representative

**Northwest Playground  
Equipment, Inc.**  
*We Work So Others Can Play*  
 P.O. Box 2410 Issaquah, WA 98027  
**Toll Free: 1.800.726.0031**  
[www.nwplayground.com](http://www.nwplayground.com)  
[sales@nwplayground.com](mailto:sales@nwplayground.com)

Equipment Manufacturer

**PLAYWORLD**  
*The world needs play.*



Sales Representative

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IHD\_141\_22B

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Equipment Manufacturer

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The world needs play.

Item 4 - 5



Sales Representative

# Comeford Park Option 2

IHD\_141\_22B

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Equipment Manufacturer  
 **PLAYWORLD**  
The world needs play.

Item 4 - 6



Comeford Park  
Option 2

IHD\_141\_22B

Sales Representative

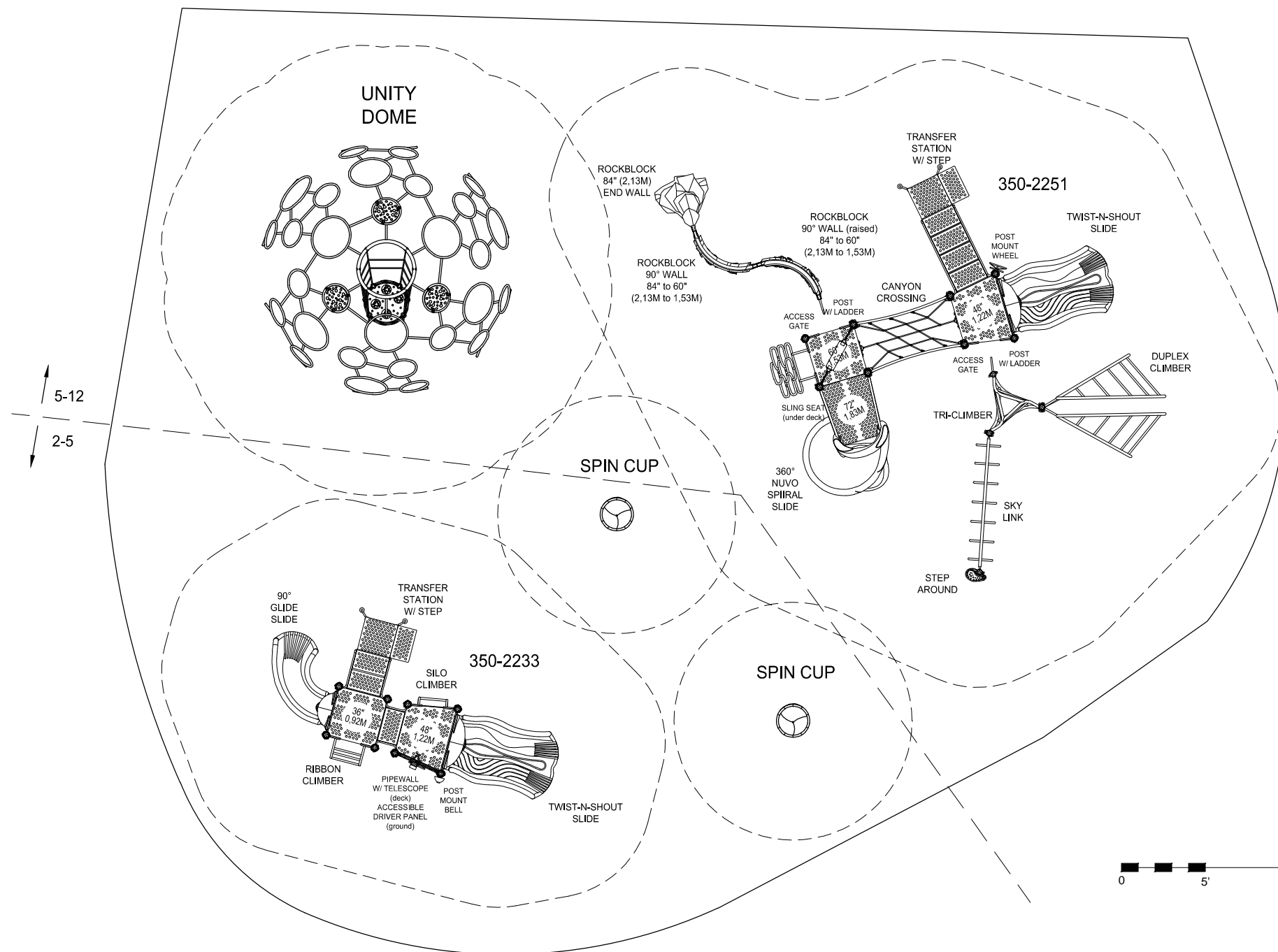
**Northwest Playground  
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Equipment Manufacturer

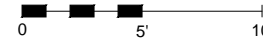
**PLAYWORLD**  
The world needs play.



P.O. Box 2410 Issaquah, WA 98027  
Toll Free: 1.800.726.0031  
Local: 1.425.313.9161  
Fax: 1.425.313.9194  
www.nwplayground.com  
sales@nwplayground.com



5-12  
2-5



EQUIPMENT SIZE:

USE ZONE:

AREA:  
3229 SF

PERIMETER:

FALL HEIGHT:  
9'

USER CAPACITY:  
86

AGE GROUP:  
2-5, 5-12

✓ ASTM F1487-17  
✓ CPSC #325



PROJECT NO:  
IHD\_141\_22B

SCALE:  
1/8"=1'-0"

DRAWN BY:  
TKA

Paper Size

DATE:  
3-24-22

**B**

\*PLAYGROUND SUPERVISION REQUIRED

Item 4 - 8

# Comeford Park - Option 2

Marysville, WA




# *Index #5*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 10, 2022**

<b>AGENDA ITEM:</b>	
Purchase Order Authorization with King County Directors Association for the Harborview Playground Replacement	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jesse Birchman, Transportation & Parks Maintenance Manager	
<b>DEPARTMENT:</b>	
Public Works – Parks Maintenance	
<b>ATTACHMENTS:</b>	
<ul style="list-style-type: none"> <li>• Northwest Playground Equipment, Inc. –Quote EA09152022-Harborview</li> <li>• Northwest Playground Equipment, Inc. – Harborview Park, Option A renderings</li> </ul>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
31000076.563000.P2204	\$172,287.54
<p><b>SUMMARY:</b> This action would authorize the purchase and install of new playground equipment that replaces the existing equipment at Harborview Park. This purchase will be completed through the City’s intergovernmental cooperative purchase agreement with the King County Directors Association (KCDA, executed March 31, 2015). KCDA is separately contracted with Northwest Playground Equipment (Contract #22-315) who will provide this equipment and install.</p> <p>The attached quote (EA09152022) from Northwest Playground Equipment, in the amount of \$156,625.04 (including WSST) includes the following:</p> <ul style="list-style-type: none"> <li>• The removal and disposal of the existing playground equipment,</li> <li>• The installation of a new playground structure for 5-12 year olds and swing set with both infant and typical belt swings.</li> </ul> <p>Staff also request approval of a 10% management reserve, or \$15,662.50, for a total allocation of \$172,287.54.</p>	

**RECOMMENDED MOTION:**

I move to authorize the Mayor to execute a purchase order to the King County Directors Association in the amount of \$156,625.04 for the replacement of playground equipment at Harborview Park by Northwest Playground Equipment and to authorize a management reserve of \$15,662.50 for a total allocation of \$172,287.54.



**Northwest Playground Equipment, Inc.**

83

PO Box 2410, Issaquah, WA 98027-0109  
Phone (425) 313-9161 FAX (425) 313-9194  
Email: sales@nwplayground.com

**QUOTE**

*This quote is only valid for 30 days.*

To: Marysville, City of  
Re: Harborview Park REV  
4900 60th Ave NE  
Marysville, WA 98270

Quote # EA09012022  
Date: 9/1/2022

Contact Name: Jesse Birchman  
Email: [jbirchman@marysvillewa.gov](mailto:jbirchman@marysvillewa.gov)

Phone: 360-363-8161  
Cell:

Item #	Qty	Description	Price	Total Price
<b>EQUIPMENT</b>				
<b>Playworld</b>				
IHD-135-22A	1	Quito with Mighty Descent Slide	\$ 79,548.00	\$ 79,548.00
ZZXX0260	2	Belt Seats	\$ 143.00	\$ 286.00
ZZXX0265	2	Infant Seats	\$ 253.00	\$ 506.00
ZZXX0931	1	Arch Swing	\$ 2,669.00	\$ 2,669.00
ZZXX0933	1	Arch Swing Add A Bay	\$ 1,751.00	\$ 1,751.00

Playworld	KCDA - King County Directors Association Discount: BID #22-315	Equipment Subtotal	\$ 84,760.00
Playworld		KCDA 25.00%	\$ (21,190.00)
		Freight:	\$ 11,005.00
		<b>Equipment Total (less tax)</b>	<b>\$ 74,575.00</b>

**CERTIFIED INSTALLATION**

INSTALL	1	Standard Installation of Listed Playworld Systems Equipment. Customer RESPONSIBLE for Offloading Deliveries, Dispose of Packaging, and Debris from Install.	\$ 63,285.11
SITE PREP NOTE	1	Removal Disposal of Existing Equipment On-Site Footings. City to Spread EWF	
Temp	1	Temp Construction Services	\$ 2,500.00
		Installation Total:	<b>\$ 65,785.11</b>
Bond or CC Convenience	1	(Required):	2.0% \$ 2,807.20
Location Code:	Resale Certificate Required for Tax Exemption:	Tax:	9.4% \$ 13,457.73
		<b>ORDER TOTAL:</b>	<b>\$ 156,625.04</b>

*All quotes are subject to material and fuel surcharges.*

**Acceptance of Proposal:**

*(Please be sure you have read, signed, initialed and understand the Terms and Conditions on Page 2 of this Quote)*  
The items, prices and conditions listed herein are satisfactory and are hereby accepted.

_____	_____	_____
Title	Customer Signature	Date

*Thank you for considering Northwest Playground Equipment, Inc. for your Park, Playground, Shelter and Sports Equipment requirements.*



Project Name: Harborview Park REV

Quote # EA09012022

TERMS AND CONDITIONS

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 30 days.

Orders placed or requested for delivery after 30 days are subject to price increases.

\*\*\* (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.

Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

EXCLUSIONS: Unless specified, this quote specifically excludes all of the following:

- Required Permits; Davis Bacon, Certified Payroll or Prevailing Wage fees
Performance/Payment Bonds
Site work and landscaping
Removal of existing equipment
Unloading; Receiving of inventory or equipment; Storage of equipment
Equipment assembly and/or installation
Safety surfacing; Borders or drainage requirements
Landscaping Repairs DUE to poor access or in climatic weather

FREIGHT AND DELIVERY:

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.

Delivery is currently 5+ weeks after order submittal. Unless otherwise noted, all equipment is delivered unassembled.

\*\*\* (Pls Initial) Buyer is responsible to meet and provide a minimum of 2 ADULTS to unload truck

A Check List, detailing all items shipped, will be mailed to you and a copy will be included with the shipment.

Buyer is responsible for ensuring the Sales Order and Item Numbers on all boxes and pieces match the Check List.

\*\*\* (Pls Initial) Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the buyers financial responsibility.

Damaged Freight must be refused. Please notify Northwest Playground Equipment immediately of any damages.

Shortages and Concealed Damage must be reported to Northwest Playground Equipment within 10 days of delivery.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

TAXES:

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

PAYMENT TERMS: An approved Credit Application is required for new customers. 50% down payment is due at time of order with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due balances at an annual rate of 18%. A 3% charge will be added to all credit card orders.

RESTOCKING: Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included.

Northwest Playground Equipment offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.

Arrangements must be made in advance for the removal/disposal of existing equipment.

Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

Acceptance of Terms & Conditions

Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.

Title

Customer Signature

Date

Thank you for choosing Northwest Playground Equipment!



HARBORVIEW PARK

OPTION A



IHD\_135\_22A Color Option : A DESIGN SHOWN IS CONCEPTUAL ONLY. FINAL PRODUCTS MAY DIFFER.



HARBORVIEW PARK

OPTION A



IHD\_135\_22A Color Option : A DESIGN SHOWN IS CONCEPTUAL ONLY. FINAL PRODUCTS MAY DIFFER.



HARBORVIEW PARK

OPTION A



IHD\_135\_22A Color Option : A DESIGN SHOWN IS CONCEPTUAL ONLY. FINAL PRODUCTS MAY DIFFER.



BUILDING COMMUNITY THROUGH PLAY

P.O. Box 2410 Issaquah, WA 98027  
Toll Free: 1.800.726.0031  
www.nwplayground.com  
sales@nwplayground.com

EQUIPMENT SIZE:

\_\_\_\_\_

USE ZONE:

\_\_\_\_\_

AREA:

PERIMETER:

**SEE PLAN**

FALL HEIGHT:

**8 Ft.**

USER CAPACITY:

**70**

AGE GROUP:

**5-12**

- ASTM F1487-17
- CPSC #325



PROJECT NO:  
**IHD\_135\_22A**

SCALE:  
**3/32" = 1'-0"**

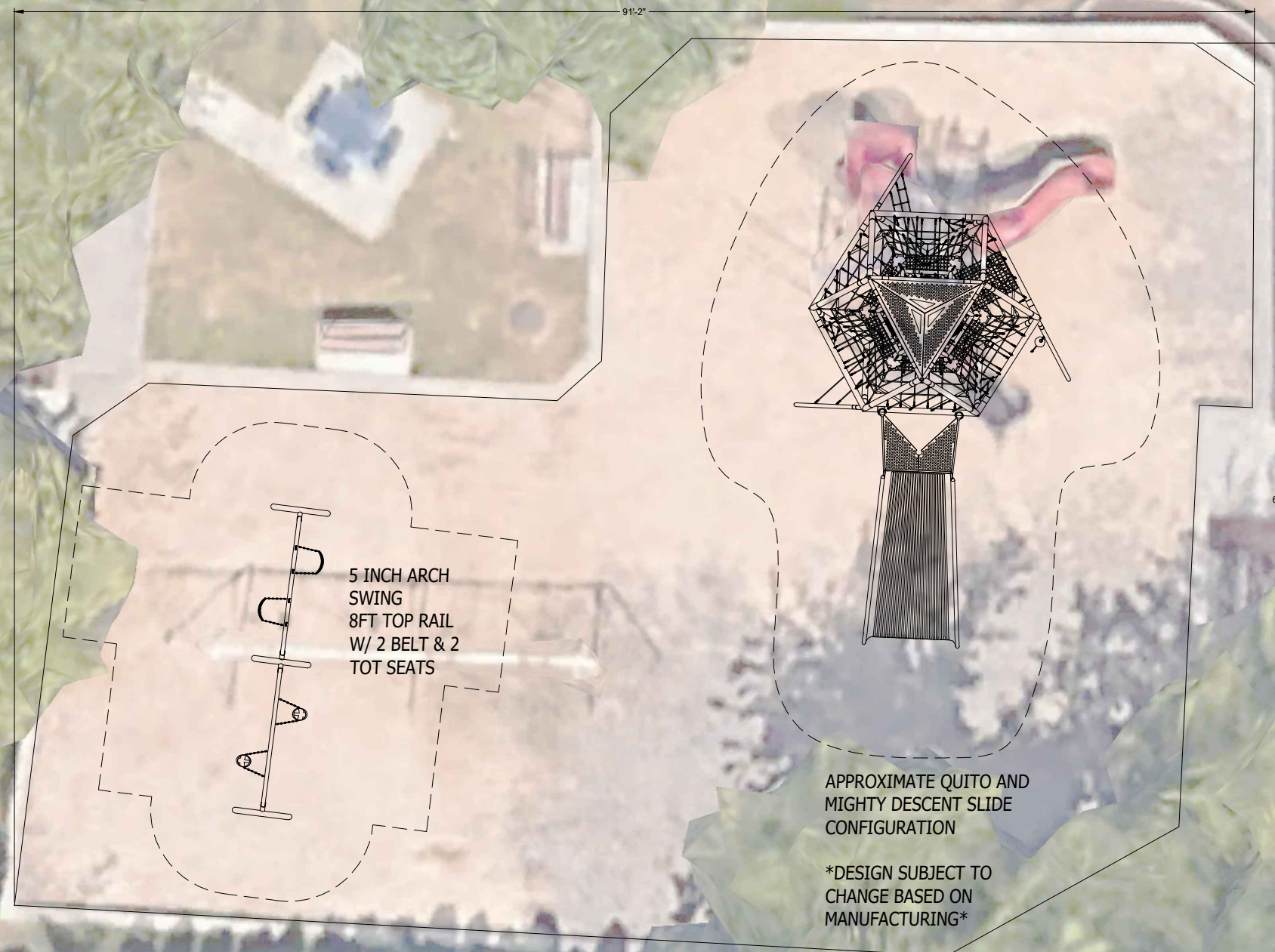
DRAWN BY:  
**BPL**

Paper Size

DATE:  
**24-Mar-22**

**B**

**HARBORVIEW PARK**  
OPTION A



\*PLAYGROUND SUPERVISION REQUIRED



# *Index #6*

**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 3, 2022**

<b>AGENDA ITEM: Allocation Agreement for Opioid Settlement</b>	
<b>PREPARED BY: Jon Walker</b>	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT: Legal</b>	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<p><b>SUMMARY:</b>  The state AG's Office has asked for one more form in regard to the settlement with the opioid distributors – an Allocation Agreement. The agreement is necessary to participate in the settlement. It also clarifies the amount the city is likely to receive over the life of the settlement as approximately \$848,680.00. The full settlement amount is \$430,249,769.02, with the state retaining one-half of that and with the other half being allocated amongst cities and counties.</p>	

**RECOMMENDED ACTION: Staff recommends the Council consider authorizing the Mayor to sign the Allocation Agreement.**

**RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State**

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

**AUGUST 8, 2022**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

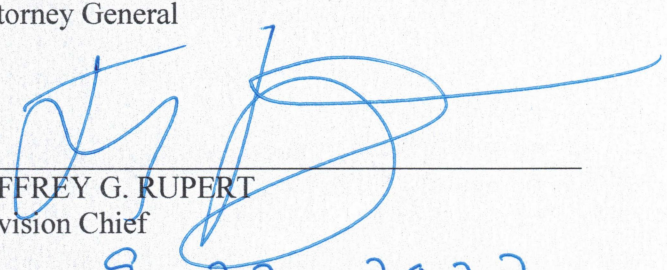


pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Distributors are subject to the requirements of the MOU and this Allocation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

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

**FOR THE STATE OF WASHINGTON:**

ROBERT W. FERGUSON  
Attorney General



---

JEFFREY G. RUPERT  
Division Chief

Date: 9-22-2022

**FOR THE PARTICIPATING LOCAL GOVERNMENT:**

Name of Participating Local Government: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

**EXHIBIT 1**  
**Distributors Settlement**

**DISTRIBUTORS WASHINGTON**  
**SETTLEMENT AGREEMENT**

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## DISTRIBUTORS – WASHINGTON SETTLEMENT AGREEMENT

### I. Overview

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

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

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

### II. Conditions to Effectiveness of Agreement

#### A. *Global Settlement Conditions to Effectiveness.*

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

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

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

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

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

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

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

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

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



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

### III. Participation by Subdivisions

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

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

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

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

### IV. Settlement Payments

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

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

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

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

## V. Plaintiffs' Attorneys' Fees and Costs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## VI. Release

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

## VII. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Copy to the State of Washington at:*

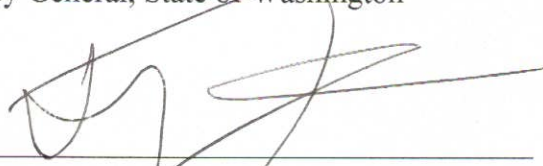
Shane Esquibel  
Jeffrey Rupert  
Laura Clinton  
Washington Attorney General's Office  
1125 Washington Street SE  
PO Box 40100  
Olympia, WA 98504-0100  
Shane.Esquibel@atg.wa.gov  
Jeffrey.Rupert@atg.wa.gov  
Laura.Clinton@atg.wa.gov

[Signatures begin on next page.]

Authorized and agreed to by:

Dated: 5/2/22

ROBERT W. FERGUSON  
Attorney General, State of Washington

By: 

Name: JEFFREY RUPERT

Title: Division Chief

**Authorized and agreed to by:**

Dated: May 2, 2022

AMERISOURCEBERGEN CORPORATION



By: \_\_\_\_\_

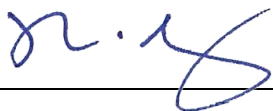
Elizabeth Campbell  
Executive Vice President and Chief Legal Officer



**Authorized and agreed to by:**

Dated: 04/29/2022

CARDINAL HEALTH, INC.

By:  \_\_\_\_\_

Name: Jessica Mayer

Title: Chief Legal and Compliance Officer

**Authorized and agreed to by:**

Dated: 5/2/22

MCKESSON CORPORATION

By: 

Name: Saralisa C- Brav

Title: Corporate Secretary

**Exhibit A**  
**Primary Subdivisions**<sup>2</sup>

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

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

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

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

**Exhibit B**  
**Litigating Subdivisions**

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

**Exhibit C**  
**ABC IRS Form 1098-F**

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

**Exhibit D**  
**Cardinal Health IRS Form 1098-F**

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



**Exhibit E**  
**McKesson IRS Form 1098-F**

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

**Exhibit F**  
**Subdivision Settlement Participation Form**

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

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

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

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

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

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

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

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit G**  
**Consent Judgment and Stipulation of Dismissal with Prejudice**

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

**STATE OF WASHINGTON**  
**KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

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

Defendants.

NO. 19-2-06975-9 SEA

FINAL CONSENT JUDGMENT AND  
DISMISSAL WITH PREJUDICE

**FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE**

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

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

#### **I. RECITALS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

So ORDERED this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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THE HONORABLE JUDGE MICHAEL. R. SCOTT

APPROVED, AGREED TO AND PRESENTED BY:

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Attorney General

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## DECLARATION OF SERVICE

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

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DATED \_\_\_\_ day of \_\_\_\_\_ 2022, at Seattle, Washington.

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

**Exhibit H Distributor Global Settlement Agreement**

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

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

**Exhibit F**  
**Subdivision Settlement Participation Form**

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

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

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

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

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

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

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

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 3**  
**One Washington Memorandum of Understanding Between Washington Municipalities**



## ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

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

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

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

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

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

### **A. Definitions**

As used in this MOU:

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

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.
6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.
7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.
8. “Opioid Abatement Council” shall have the meaning described in Section C below.
9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”
10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.
11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.
12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).
13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.
14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

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

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

## **B. Allocation of Settlement Proceeds for Approved Purposes**

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

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

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

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

## **C. Regional Agreements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **D. Payment of Counsel and Litigation Expenses**

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



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

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

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

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

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

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

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

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

#### **E. General Terms**

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

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

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

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

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

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

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

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

\_\_\_\_\_

**Name & Title** \_\_\_\_\_

**On behalf of** \_\_\_\_\_

4894-0031-1574, v. 2

# **EXHIBIT A**

## 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. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

PART TWO: PREVENTION
----------------------

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

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

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

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

**G. PREVENT MISUSE OF OPIOIDS**

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

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

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

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS**

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

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

<b>PART THREE: OTHER STRATEGIES</b>
-------------------------------------

**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
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**Adams County**

Adams County	0.1638732475%
Hatton	
Lind	
Othello	
Ritzville	
Washtucna	
<b>County Total:</b>	<b>0.1638732475%</b>

**Asotin County**

Asotin County	0.4694498386%
Asotin	
Clarkston	
<b>County Total:</b>	<b>0.4694498386%</b>

**Benton County**

Benton County	1.4848831892%
Benton City	
Kennewick	0.5415650564%
Prosser	
Richland	0.4756779517%
West Richland	0.0459360490%
<b>County Total:</b>	<b>2.5480622463%</b>

**Chelan County**

Chelan County	0.7434914485%
Cashmere	
Chelan	
Entiat	
Leavenworth	
Wenatchee	0.2968333494%
<b>County Total:</b>	<b>1.0403247979%</b>

**Clallam County**

Clallam County	1.3076983401%
Forks	
Port Angeles	0.4598370527%
Sequim	
<b>County Total:</b>	<b>1.7675353928%</b>

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**Clark County**

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

**Columbia County**

Columbia County		0.0561699537%
Dayton		
Starbuck		
<b>County Total:</b>		<b>0.0561699537%</b>

**Cowlitz County**

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

**Douglas County**

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

**Ferry County**

Ferry County		0.1153487994%
Republic		
<b>County Total:</b>		<b>0.1153487994%</b>

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**Franklin County**

Franklin County		0.3361237144%
Connell		
Kahlotus		
Mesa		
Pasco		0.4278056066%
<b>County Total:</b>		<b>0.7639293210%</b>

**Garfield County**

Garfield County		0.0321982209%
Pomeroy		
<b>County Total:</b>		<b>0.0321982209%</b>

**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		
<b>County Total:</b>		<b>1.2010866076%</b>

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**EXHIBIT B**

County	Local Government	% Allocation
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**Grays Harbor County**

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

**Island County**

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
<b>County Total:</b>	<b>0.9331973041%</b>

**Jefferson County**

Jefferson County	0.4417137380%
Port Townsend	
<b>County Total:</b>	<b>0.4417137380%</b>

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
<b>King County</b>		
	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	
	<b>County Total:</b>	<b>26.0505653608%</b>

\*\*\* - Local Government appears in multiple counties B-84

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**Kitsap County**

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

**Kittitas County**

Kittitas County		0.3855704683%
Cle Elum		
Ellensburg		0.0955824915%
Kittitas		
Roslyn		
South Cle Elum		
<b>County Total:</b>		<b>0.4811529598%</b>

**Klickitat County**

Klickitat County		0.2211673457%
Bingen		
Goldendale		
White Salmon		
<b>County Total:</b>		<b>0.2211673457%</b>

**Lewis County**

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

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**Lincoln County**

Lincoln County		0.1712669645%
Almira		
Creston		
Davenport		
Harrington		
Odessa		
Reardan		
Sprague		
Wilbur		
<b>County Total:</b>		0.1712669645%

**Mason County**

Mason County		0.8089918012%
Shelton		0.1239179888%
<b>County Total:</b>		0.9329097900%

**Okanogan County**

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

**Pacific County**

Pacific County		0.4895416466%
Ilwaco		
Long Beach		
Raymond		
South Bend		
<b>County Total:</b>		0.4895416466%

\*\*\* - Local Government appears in multiple counties B-86

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**Pend Oreille County**

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
<b>County Total:</b>	<b>0.2566374940%</b>

**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	
<b>County Total:</b>	<b>12.0345236870%</b>

**San Juan County**

San Juan County	0.2101495171%
Friday Harbor	
<b>County Total:</b>	<b>0.2101495171%</b>

\*\*\* - Local Government appears in multiple counties B-8 87



**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**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%
<b>County Total:</b>		<b>1.6910058544%</b>

**Skamania County**

Skamania County		0.1631931925%
North Bonneville		
Stevenson		
<b>County Total:</b>		<b>0.1631931925%</b>

**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		
<b>County Total:</b>		<b>11.8213083387%</b>

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**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		
<b>County Total:</b>		<b>8.8808245947%</b>

**Stevens County**

Stevens County		0.7479240179%
Chewelah		
Colville		
Kettle Falls		
Marcus		
Northport		
Springdale		
<b>County Total:</b>		<b>0.7479240179%</b>

**Thurston County**

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

**Wahkiakum County**

Wahkiakum County		0.0596582197%
Cathlamet		
<b>County Total:</b>		<b>0.0596582197%</b>

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**Walla Walla County**

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
<b>County Total:</b>	<b>0.8684638948%</b>

**Whatcom County**

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

**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	
<b>County Total:</b>	<b>0.4841643328%</b>

EXHIBIT B

County	Local Government	% Allocation
<b><u>Yakima County</u></b>		
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		
<b>County Total:</b>		2.7192887991%

# 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.

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

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

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

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
  2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
  2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
  3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
  4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

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



**C. PREGNANT & POSTPARTUM WOMEN**

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

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

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

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

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

**F. TREATMENT FOR INCARCERATED POPULATION**

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

**G. PREVENTION PROGRAMS**

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

**H. EXPANDING SYRINGE SERVICE PROGRAMS**

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

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

## Schedule B Approved Uses

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

PART ONE: TREATMENT
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### A. TREAT OPIOID USE DISORDER (OUD)

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

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

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

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

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

PART TWO: PREVENTION
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**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

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

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

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

**G. PREVENT MISUSE OF OPIOIDS**

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

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

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

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

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

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

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

PART THREE: OTHER STRATEGIES
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**I. FIRST RESPONDERS**

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

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

**J. LEADERSHIP, PLANNING AND COORDINATION**

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

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

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

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

#### **K. TRAINING**

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

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

#### **L. RESEARCH**

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

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

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

# *Index #7*

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 3, 2022**

<b>AGENDA ITEM: Evidence Building Professional Services Agreement</b>	
<b>PREPARED BY: Gloria Hirashima, Chief Administrative Officer</b>	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT: Executive</b>	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	\$325,485
<p><b>SUMMARY:</b>  As part of the construction of the Civic Center, the Police Department relocated their operations from 1635 Grove Street and sold the Public Safety Building to the Marysville Regional Fire Authority. The City's agreement requires relinquishment of the outdoor evidence facility and yard by 12/31/23. Over the past several months, we have looked at options to accomplish the relocation. The City owns property north of 100<sup>th</sup> Street NE, west of Smokey Point Blvd, formerly the Quilceda Auto yard facility. We purchased the property in 2016 and have utilized the site for stormwater facilities for the State Avenue/Smokey Blvd improvements, as well as staging. We have done preliminary assessment of the current building and have identified it as suitable for retrofit for the property evidence facility.</p> <p>The attached Professional Services Agreement is with Botesch, Nash &amp; Hall (BNH) to provide architectural and design services, and construction management for the project. BNH was selected as the architect for services for the Civic Center design. The on-site property evidence design was incorporated into the new Civic Center building located at 501 Delta. This contract will complete the design and construction oversight of evidence facilities needed to support the relocation of the police operation from 1635 Grove Street.</p> <p>The contract contemplates an overall schedule of services through mid-2023, with potential completion of the facility during that timeframe. Actual timeline will be contingent on bidding environment and construction schedule.</p>	

**RECOMMENDED ACTION: Staff recommends the Council consider authorizing the Mayor to sign the Professional Services Agreement.**

**RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Botesch, Nash & Hall in the amount of \$325,485 for services relating to the design and construction management of the Police Evidence Building.**



**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND BOTESCH, NASH & HALL, ARCHITECTS, P.S.**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Botesch, Nash & Hall, Architects, P.S. , a professional service corporation, organized under the laws of the state of Washington, located and doing business at 2727 Oakes Avenue, Suite 100, Everett, Washington 98201 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on the date of the last signature below and will terminate at midnight on July 31, 2023. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **THREE HUNDRED TWENTY EIGHT THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS and no/100 (\$328,485.00)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**4. CONSULTANT’S OBLIGATIONS.**

- 4.1 MINOR CHANGES IN SCOPE.** The Consultant agrees to accept minor changes,

amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

**4.2 ADDITIONAL WORK.** The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

**4.3 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

**4.4 PUBLIC RECORDS ACT.** Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
  - i. Provide the records to the City in the manner requested by the City;
  - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
  - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

**4.5 MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

**4.6 INDEMNITY.**

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant’s liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant’s negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart “a” of this Section 4.6. This waiver has been mutually negotiated by the parties.

\_\_\_\_\_ (City Initials)       (Contractor Initials)

**4.7 INSURANCE.**

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**4.8 LEGAL RELATIONS.** The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

**4.9 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

**4.10 EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

No, employees performing the Services have never been retired from a Washington state retirement system.

Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

**4.11 NONASSIGNABLE.** Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**4.12 SUBCONTRACTORS AND SUBCONSULTANTS.**

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

**4.13 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.



**4.14 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

**4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**4.16 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**5. CITY APPROVAL REQUIRED.** Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

**6. GENERAL TERMS.**

**6.1 NOTICES.** Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

Notices to the City shall be sent to the following address:

**CITY OF MARYSVILLE**  
 Gloria Hirashima, CAO  
 501 Delta Avenue  
 Marysville, WA 98270

Notices to the Consultant shall be sent to the following address:

**Botesch, Nash & Hall, Architects, P.S.**

Andrew Hall

2727 Oakes Avenue, Suite 100

Everett, WA 98201

**6.2 TERMINATION.** The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

**6.3 DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

**6.4 EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

**6.5 SEVERABILITY.**

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

b. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**6.6 NONWAIVER.** A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

**6.7 FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

**6.8 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**6.9 VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

**6.10 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF MARYSVILLE

By \_\_\_\_\_  
Jon Nehring, Mayor

DATED this 30<sup>th</sup> day of SEPTEMBER, 2022.

Botesch, Nash & Hall, Architects, P.S.

By [Signature]  
ANDREW G. HALL (Name)  
Its: PRESIDENT (Title)

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

## EXHIBIT A

### Scope of Services

#### Anticipated Schedule

- Design
  - 12 weeks
    - October 3, 2022 - December 30, 2022
- Permitting
  - 4 weeks
    - January 2, 2023 - January 31, 2023
- Bidding
  - 3 weeks
    - January 24, 2023 - February 14, 2023
- Contracts
  - 2 weeks
    - February 28, 2023
- Construction
  - 16 weeks to substantial completion
    - March 6, 2023 - June 23, 2023
  - 4 weeks to final completion and move in
    - June 26, 2023 - July 24, 2023

#### Proposed A/E Fees

- Design, Permitting, and Bidding
  - Civil Engineers - Harmsen and Associates- \$101,805.00
  - Structural Engineers - DCI - \$19,250.00
  - Mechanical Engineers - Bogard/Pascua - \$24,585.00
  - Electrical Engineers - AWA - \$19,250.00
  - Security - R&N - \$22,000.00
  - Architects - BNH - \$75,695.00
- **Total = \$262,585.00**
  
- Construction Administration
  - Civil Engineers - Harmsen and Associates- \$5,500.00
  - Structural Engineers - DCI - \$6,600.00
  - Mechanical Engineers - Bogard/Pascua - \$6,171.00
  - Electrical Engineers - AWA - \$7,150.00
  - Security - R&N - \$5,500.00 for one trip out from Tennessee. (\$5,500.00 for each additional trip out)
  - Architects - BNH - \$34,979.00
- **Total = \$65,900.00**



September 13, 2022

Gloria Hirashima  
 Chief Administrative Officer  
 City of Marysville  
 1049 State Avenue  
 Marysville, WA 98270

RE: Fee Proposal for the Marysville Police Evidence Building.

Dear Gloria:

We have assembled the following team of consultants to help us design the new Evidence Building for the Marysville Police.

Civil Engineer – Harmsen  
 Structural Engineer – DCI  
 Mechanical Engineer – Bogard Pascua  
 Electrical Engineer – AWA  
 Security & Access Control – R&N

The General Scope of the project as we all understand it is as follows:

- Renovate the existing 50' x 60' single story, pre-engineered metal building located on an unimproved lot at State Avenue, North of 100<sup>th</sup> Street in Marysville.
- Within this building construct a mezzanine approximately 25 feet x 50 feet with stair access and a freight lift. This floor is to be designed to hold stored material (125 – 250 psf).
- Provide covered parking with a shed roof of approximately 20' x 100' dimension.
- Prepare surface water pollution prevention plan (SWPPP).
- Prepare water plans for water loop with fire hydrants and a fire sprinkler service.
- Prepare stormwater site plan (drainage report) including SWPPP narrative.
- Prepare stormwater plans detailing the design contained in the stormwater plan.
- Prepare grading and paving plans.
- Provide two restrooms.
- Provide new HVAC.
- Provide new electrical service.
- Provide new interior, exterior and parking lot lighting.
- Provide Security Electronics Systems
  - Access Control
  - Paging
  - Video Surveillance
  - Duress
  - Auxiliary Equipment for the security electronics systems to include UPS and Surge suppression.
- Provide TEL/DATA and Audio Visual Systems.
  - TEL/DATA
  - Fiber Infrastructure
- Provide a Fire Alarm System.
  - Coordinated with Fire Suppression and other code requirements.
- It is assumed no off-site utility sizing or improvements are part of this proposal. It is assumed that the current utilities in the area have adequate capacity for the project.

Our Proposed fee for the Design, Construction Documents, Permitting and Bidding is \$262,585.00.  
Our Proposed fee for Construction Administration is Hourly not to exceed \$65,900.00.

Please let me know if you have any questions.

The following items will be needed by the City of Marysville:

- A Topographic and Boundary survey in AutoCAD.
- A Geotechnical report will be needed that addresses site soils and the suitability of infiltration.

Sincerely,

**Botesch, Nash & Hall Architects, P.S.**



Andrew M. Hall, AIA  
President

**EXHIBIT B**  
**Subcontractors/Subconsultants**

**Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.**

Civil Engineer – Harmsen  
Structural Engineer – DCI  
Mechanical Engineer – Bogard Pascua  
Electrical Engineer – AWA  
Security & Access Control – R&N




# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 03, 2022**

<b>AGENDA ITEM:</b>	
Resolution re-setting the Public Hearing currently scheduled for October 10, 2022 to November 28, 2022 to consider the vacation of the northerly 10 feet of that 40 foot portion of right-of-way per the plat of Kanikeberg Homesites, recorded under AFN 1111391, lying adjacent to and contiguous with Lot 8 of said Plat, comprising approximately 851 square feet.	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Ken McIntyre, Assistant City Engineer	
<b>DEPARTMENT:</b>	
Public Works/Engineering	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>1. Resolution</li> <li>2. Petition for Vacation of Street</li> <li>3. Chapter 12.32 MMC, Vacation of Streets and Alleys</li> <li>4. AFN 1111391</li> </ol>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	N/A
<p><b>SUMMARY:</b> City staff received a petition for vacation of street right-of-way from Linda White, owner of property located at 5229 74th Pl NE. The property owner desires to construct an addition to the front of the existing house of approximately 8 feet to provide for a garage extension. The current right-of-way (ROW) width will not allow for this to be done. By vacating 10 feet of the 40 foot portion of ROW adjacent to the south property line, this will create the necessary 20 foot building setback required for the improvement. The area of the proposed vacation is approximately 851 square feet. Refer to <b>Exhibit C</b> showing the historical and current aerial photo. The plat of Kanikeberg Homesites was recorded September 7, 1954, under AFN:1111391.</p> <p>At that time, 74th Place NE (platted as Myrtle Street) ended at the east line of said plat. The ROW of the street was, and still is, 60 feet, being 30 feet on each side of the centerline except for that portion fronting Lot 7 and Lot 8 (5229 74th Pl NE). That ROW width is 80 feet, being 40 feet on each side of the centerline. The reason for the additional width was to provide a temporary cul-de-sac since the road did not continue beyond the east line of this plat. On April 1, 1963 the plat of Normtown Addition was recorded under AFN:1602272. This plat created what is now known as 75th Street NE. Also, 75th Street NE was connected to the east end of 74th Place NE as mentioned above. By making this connection, there was no further need for a cul- de-sac at the east end of 74th Place NE. Since then, the property owner has utilized the ROW as an extension of their property for their own benefit. As this unutilized portion of ROW is not needed for city operations, and reducing the ROW width will not conflict with existing roadway standards, city staff recommends vacating the proposed 10-foot of ROW as allowed for by MMC Chapter 12.32 <i>Vacation of Streets and Alleys</i>.</p> <p>Furthermore, staff recommends that Council waive all compensation for the vacation of the portion of right-of-way as it has been determined it was once a historical remnant of a temporary cul-de-sac, when at which point the roadway was extended and the abutting property owner has maintained said right-of-way, and the City has no use for the right-of-way. Per MMC 12.32, a public hearing is required to consider the vacation of the existing public</p>	

right-of-way. Staff recommends that the Council consider adopting the revised Resolution by re-setting a public hearing date currently scheduled for October 10, 2022 to November 28, 2022 to consider the vacation of the unutilized portion of ROW that was dedicated by the plat recorded under AFN 1111391 and waiving all compensation pursuant to staff's recommendation.

**RECOMMENDED ACTION:** Approve Resolution No\_\_\_ to reset the Public Hearing currently scheduled for October 10, 2022 to November 28, 2022 to consider the vacation of the unutilized portion of Right-of-way that was dedicated by the plat recorded under AFN 1111391.

**RECOMMENDED MOTION:** I recommend Approval of Resolution No\_\_\_ resetting the public hearing from October 10, 2022 to November 28, 2022 to consider the vacation of the unutilized portion of Right-of-way that was dedicated by the plat recorded under AFN 1111391.

**CITY OF MARYSVILLE  
Marysville, Washington  
ORDINANCE NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, RE-SETTING THE PUBLIC HEARING CURRENTLY SCHEDULED FOR OCTOBER 10, 2022 TO CONSIDER THE VACATION OF THE NORTHERLY 10 FEET OF THAT 40 FOOT PORTION OF RIGHT-OF-WAY PER THE PLAT OF KANIKEBERG HOMESITES, RECORDED UNDER AFN 1111391, LYING ADJACENT TO AND CONTIGUOUS WITH LOT 8 OF SAID PLAT, TO NOVEMBER 28, 2022.**

WHEREAS, a petition for a right-of-way vacation was submitted August 5, 2022 on behalf of Linda White, owner of Snohomish County Assessor Parcel Number 00484100000800, also known as Lot 8 of the plat of Kanikeberg Homesites, and commonly known as 5229 74<sup>th</sup> Pl NE; and

WHEREAS, the petition sought to vacate the northerly 10 feet of that 40 foot portion of right-of-way per the plat of Kanikeberg Homesites, recorded under AFN 1111391, lying adjacent to and contiguous with lot 8 of said plat; and

WHEREAS, on September 12, 2022, the City Council adopted Resolution 2521, which established October 10, 2022 as the date on which a public hearing would be held to consider the vacation of the right-of-way contemplated herein; and

WHEREAS, the City desires to re-set the public hearing to November 28, 2022.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, AS FOLLOWS:**

**Section 1.** The public hearing to consider the vacation of the existing public right-of-way which is legally described in **Exhibit A**, and depicted in **Exhibit B** and **Exhibit C**, attached hereto, currently set for October 10, 2022 at 7:00 PM, is re-set to November 28, 2022 at 7:00 PM.

ADOPTED by the City Council at an open public meeting this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF MARYSVILLE

By: \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By: \_\_\_\_\_  
DEPUTY CITY CLERK

Approved as to form:

By: \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

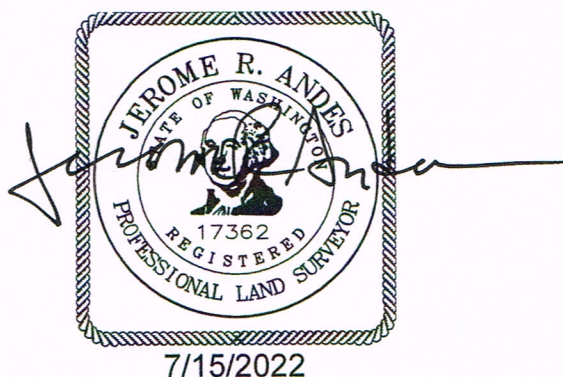
# EXHIBIT A PROPOSED RIGHT-OF-WAY VACATION

## LEGAL DESCRIPTION

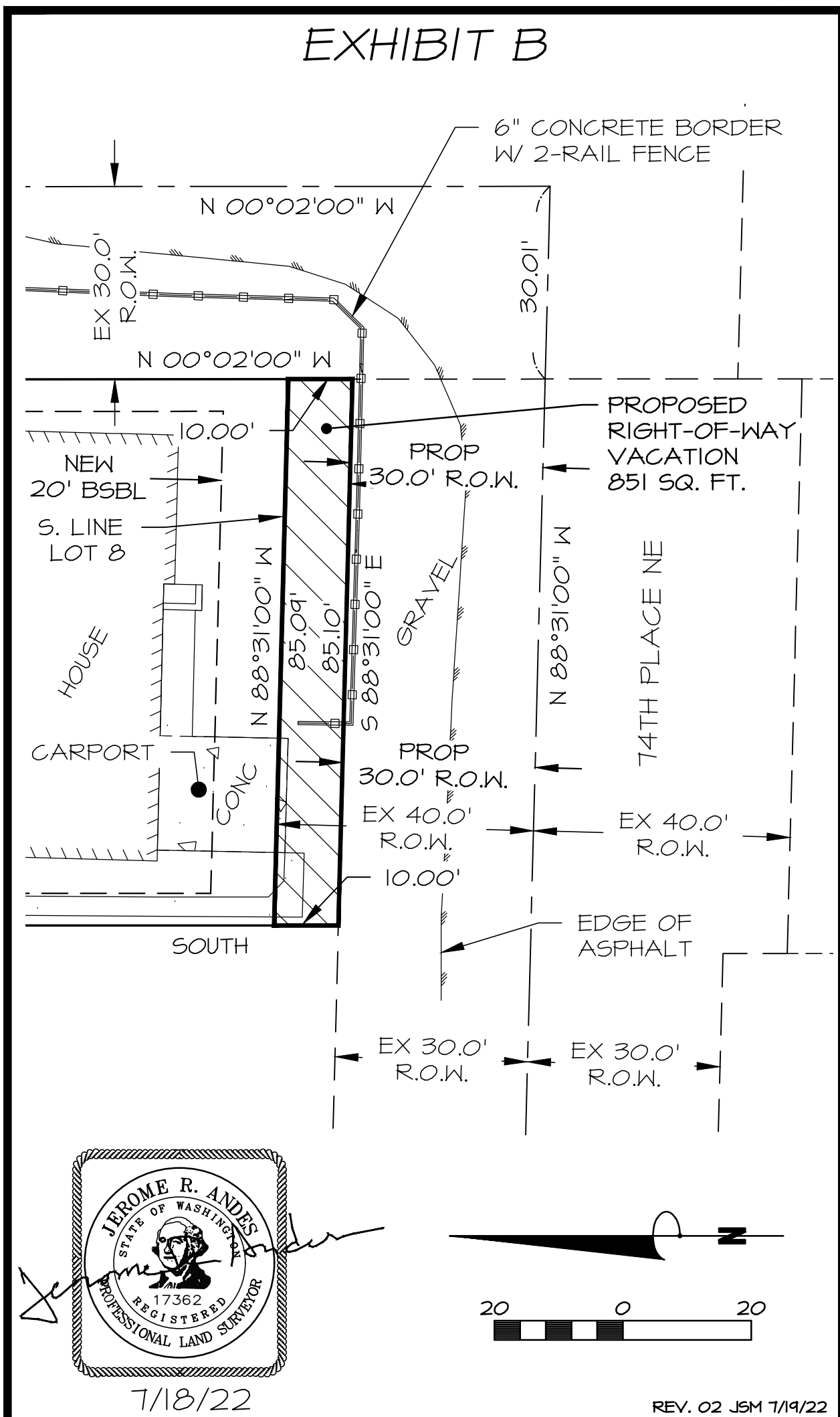
The northerly 10.00 feet of that 40.00 foot portion of right-of-way per the plat of **KANIKEBERG HOMESITES**, recorded under Auditor's File Number 1111391, records of Snohomish County, Washington, lying adjacent to and contiguous with Lot 8, said Plat, described as follows:

Beginning at the southeast corner of Lot 8, said Plat; thence North 88 degrees 31 minutes 00 seconds West, along the south line of said Lot 8, a distance of 85.09 feet to the southwest corner of said Lot 8; thence South, along the southerly projection of the west line of said Lot 8, a distance of 10.00 feet; thence South 88 degrees 31 minutes 00 seconds East, parallel with the south line of said Lot 8, a distance of 85.10 feet to a line that bears South 0 degrees 02 minutes 00 seconds East from the point of beginning, thence North 0 degrees 02 minutes 00 seconds West, along the southerly projection of the east line of said Lot 8, a distance of 10.00 feet to the southeast corner of said Lot 8 being the point of beginning.

Containing 851 S.F.

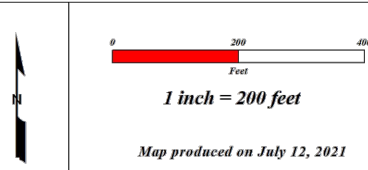


# EXHIBIT B



 <p><b>ANDES</b> LAND SURVEYING, P.S.</p>	<p>MARYSVILLE, WA 98270 PHONE: 425-350-5063 andesls@frontier.com</p>	<p>JOB DATA: 3005-27.29 2022-01 [LIND2201] File FB 3005-27.29 Exhibit 7-19-22</p>
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SECTION	TOWNSHIP N.W.B.L.	RANGE E.W.M.	<p>ALL MAPS, DATA, AND INFORMATION SET FORTH HEREIN ("DATA"), ARE FOR ILLUSTRATIVE PURPOSES ONLY, OR REPRESENTATION OF, THE SINGHOMISH COUNTY CODE. AMENDMENTS AND UPDATES TO THE I PROVISIONS, MAY APPLY WHICH ARE NOT DEPICTED HEREIN. SINGHOMISH COUNTY MAKES NO REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF THE DATA CONTAINED HEREIN AND EXPRESS FOR ANY PARTICULAR PURPOSE. ALL PERSONS ACCESSING OR OTHERWISE USING THIS DATA ASSUME SINGHOMISH COUNTY HARMLESS FROM AND AGAINST ANY DAMAGES, LOSS, CLAIM OR LIABILITY ARISING WITHIN SAID DATA. WASHINGTON STATE LAW, CH. 42.56 RCW, PROHIBITS STATE AND LOCAL AGENCIES FROM USING FOR COMMERCIAL PURPOSES AND, THUS, NO COMMERCIAL USE MAY BE MADE OF ANY DATA</p>	
<b>27</b>	<b>30</b>	<b>5</b>		
Lot	Block	Section		City Limits
Subdiv	ROW	Quarter		Tax Acct
Other Lot	Vac ROW	16th	Easement	
Other Subdiv	Vac Lot			



1 inch = 200 feet  
Map produced on July 12, 2021





EXHIBIT C

**Parcels**

Parcel Id: [00484100000800](#)  
Assessor Acres: 0.30  
GIS Acres: 0.51  
Owner Name: GILSTRAP LINDA  
Tax Payer Name: GILSTRAP LINDA  
Mail Address: 5229 74TH PL NE  
Mail City: MARYSVILLE, WA 98270  
Site Address: 5229 74TH PL NE  
Site City: MARYSVILLE, WA  
Assessed Land: 181000  
Assessed Improvements: 187700  
Land Use: 111 Single Family Residence - Detached  
Government Exemption:

[Zoom to](#)

# 75TH



PETITION FOR VACATION OF STREET

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270  
(360) 363-8100 ♦ (360) 651-5099 FAX ♦ Office Hours: Mon - Fri 7:30 AM - 4:00 PM

<b>FOR AGENCY USE</b>	<b>Date:</b>	<b>Permit Number:</b>	<b>Fee: \$500.00</b>
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**TO:** The City Council of the City of Marysville, Washington

Linda White hereby petitions the City of Marysville for the vacation of a street pursuant to RCW 35.79 and Chapter 12.32 MMC, *Vacation of Streets and Alleys*, and in support of said petition states as follows:

1. Said vacation is a portion of 74<sup>th</sup> Place NE as described in Exhibit A and shown in Exhibit B, both attached hereto.
2. Linda White is the owner of 100% of all property abutting 74<sup>th</sup> Place NE.
3. Vacation of a portion of 74<sup>th</sup> Place NE will meet the following criteria:
  - a. It will provide a public benefit
  - b. It will not adversely affect the street pattern or circulation of the immediate area or of the community as a whole.
  - c. The public need will not be adversely affected.
  - d. The street is not contemplated or needed for future public use.
  - e. No abutting owner will become landlocked or have his access substantially impaired.
4. Linda White hereby agrees to pay all fees and charges required by Chapter 12.32 MMC relating to vacation of streets.

DATED this 28<sup>th</sup> day of July, 2022.

By Linda White

## Chapter 12.32

### VACATION OF STREETS AND ALLEYS

Sections:

**12.32.010** Petition – Filing.

**12.32.020** Petition – Scheduling for public hearing – Compensation for vacated area.

**12.32.030** Notice of public hearing.

**12.32.040** Survey requirements.

**12.32.050** Appraisal.

**12.32.060** Criteria for council decision.

**12.32.070** Authorized by ordinance.

**12.32.080** Notice to auditor and assessor.

**12.32.090** Use of proceeds of vacation.

#### **12.32.010** Petition – Filing.

The owners of an interest in any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the city council for the vacation of such street or alley, or any part thereof, in the manner provided in this chapter and pursuant to Chapter [35.79](#) RCW, or the city council may itself initiate, by resolution, such vacation procedure. The petition shall be on such form as may be prescribed by the city and shall contain a full and correct description of the property sought to be vacated. A petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated.

The petition shall be filed with the city clerk, and the petitioners shall pay fees as set forth in MMC [14.07.005](#). (Ord. 2106 § 9, 1996; Ord. 1271, 1983; Ord. 948 § 1, 1977).

#### **12.32.020** Petition – Scheduling for public hearing – Compensation for vacated area.

(1) Upon receiving a petition or the vacation of a city street or alley, the city clerk shall place the matter upon the agenda of the city council at a regular meeting to be held not fewer than 10, nor more than 30 days, from the date the petition is filed with the city clerk. The city clerk shall notify the petitioners in writing of the date the matter shall come before the city council. The city clerk shall then notify the city

engineer and the compliance officer/ planner of the petition and the date when the matter will be<sup>228</sup> before the city council, and said officials shall prepare reports relating to the same.

(2) The city council may require the petitioners to compensate the city of Marysville:

(a) Where the street or alley has been part of a dedicated public right-of-way for 25 years or more, an amount that does not exceed the full appraised value of the area vacated;

(b) Where the street or alley has not been part of a dedicated public right-of-way for 25 years or more an amount which equals one-half of the appraised value of the area vacated.

When the vacation is initiated by the city of Marysville, or the city council deems it in the best interest of the city of Marysville, the council may waive all or any portion of such compensation. At the time the city council initially has the petition before it in order to set the matter for public hearing by resolution, the city council shall consider the reports of the city engineer and/or the city planner shall determine whether or not it will require that the city be compensated as a condition of the vacation.

(3) The city council shall, by resolution, fix the time for the hearing of such petition, which time shall not be more than 60 days, nor fewer than 20 days after the passage of such resolution. (Ord. 2396 § 1, 2001; Ord. 948 § 2, 1977).

### **12.32.030 Notice of public hearing.**

(1) On the passage of the resolution provided for in MMC [12.32.020](#), the city clerk shall give 20 days' notice of the pendency of the petition by a written notice posted in three of the most public places in the city and a like notice in conspicuous place on the street or alley sought to be vacated. The notice shall contain a statement that a petition has been filed to vacate the street or alley described in the notice, together with a statement of the time and place fixed for the hearing of the petition.

(2) In all cases where the proceeding is initiated by resolution of the city without a petition having been signed by the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated, in addition to notice required in subsection (1) of this section, there shall be given by mail, at least 15 days before the date fixed for the hearing, a similar notice to the owners or reputed owners of all lots, tracts or parcels of land or other property abutting upon any street or alley, or any part thereof, sought to be vacated, as shown on the rolls of the county treasurer, directed to the addresses thereon shown. Failure to send notice by mail to any such property owner where the current address of such property owner is not a matter of public record shall not invalidate any proceedings in connection with the proposed street vacation. (Ord. 948 § 3, 1977).

### **12.32.040 Survey requirements.**

It shall be the duty of the city engineer to determine whether or not the location and legal description<sup>229</sup> of the street or alley proposed for vacation are sufficiently known to the city so that an accurate legal description of the proposed vacation can be known with certainty. If the city engineer determines that these matters are not known or are not accurately known, then the city shall notify the petitioners of the necessity of having an accurate, professional survey of the property proposed for vacation within the boundaries of the proposed vacation marked upon the ground with an accurate legal description of the proposed vacation to be furnished to the city. The city shall not proceed further upon the vacation petition until such a survey has been done and legal description has been received. (Ord. 948 § 4, 1977).

### **12.32.050 Appraisal.**

In all cases where the city council requires compensation for the vacated right-of-way, an appraisal of the right-of-way proposed for vacation shall be made by one or more of the following methods:

- (1) The assessed value of comparable abutting property shall be obtained from the records of the Snohomish County assessor. The average of said values, on a square foot basis, shall be applied to the right-of-way which is proposed for vacation.
- (2) The petitioner shall be required to submit a report of a professional appraiser to the city, stating the fair market value of the right-of-way proposed for vacation.
- (3) The city shall obtain a report from one or more professional appraisers stating the fair market value of the right-of-way proposed for vacation. The cost of said report or reports shall be paid by the petitioner prior to the time of the public hearing. (Ord. 2321 § 1, 2000; Ord. 1170, 1981; Ord. 948 § 5, 1977).

### **12.32.060 Criteria for council decision.**

- (1) The city council shall not vacate any street, alley or any parts thereof if any portion thereof abuts any body of salt or fresh water unless such vacation is sought to enable the city or state to acquire the property for port purposes, boat moorage or launching sites, park, viewpoint, recreational or educational purposes or other public uses. This provision shall not apply to industrial-zoned property.
- (2) The city council shall use the following criteria for deciding upon the petition:
  - (a) The vacation will provide a public benefit, and/or will be for a public purpose;
  - (b) The right-of-way vacation shall not adversely affect the street pattern or circulation of the immediate area or the community as a whole;

(c) The public need shall not be adversely affected;

(d) The right-of-way is not contemplated or needed for future public use;

(e) No abutting owner will become landlocked or his access will not be substantially impaired; i.e., there must be an alternative mode of ingress and egress, even if less convenient; provided that the city council may, at the time of its public hearing, determine that the city may retain an easement or right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services.

(3) The city council will, at the time of the public hearing, determine the amount of compensation to be paid to the city by the petitioners as a condition of the vacation, which amount shall not exceed one-half of the appraised value of the area to be vacated; except, that in the event the subject property or portions thereof were acquired at public expense, the city may require compensation in an amount equal to the full appraised value of the area to be vacated. (Ord. 1452, 1986; Ord. 948 § 6, 1977).

#### **12.32.070 Authorized by ordinance.**

If the city council determines to grant the petition provided for in MMC [12.32.010](#), or any part thereof, the council shall authorize by ordinance the vacation of such street or alley, or any part thereof. Such ordinance may provide for the retention by the city of all easements or rights in respect to the vacated land for the construction or repair and maintenance of public utilities and services. If the city council determines that compensation shall be paid as a condition of the vacation, then the ordinance shall not be published or become effective until the compensation has been paid by the petitioners. (Ord. 948 § 7, 1977).

#### **12.32.080 Notice to auditor and assessor.**

A certified copy of the ordinance vacating any street or alley, or part thereof, shall be filed by the city clerk with the Snohomish County auditor's office and with the Snohomish County assessor's office. (Ord. 948 § 8, 1977).

#### **12.32.090 Use of proceeds of vacation.**

One-half of the revenue received by the city as compensation for area vacated, under this chapter, shall be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the city. (Ord. 2396 § 2, 2001).

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The Marysville Municipal Code is current through Ordinance 3221, passed June 27, 2022.

Disclaimer: The city clerk's office has the official version of the Marysville Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://www.marysvillewa.gov/>

City Telephone: (360) 363-8000

[Code Publishing Company](#)

# KANJIKEBERG HOMESITES

UNPLATTED IN SECTION 27, T30N, R5E

**SIEVERS & DUECY**  
CIVIL ENGR.

**DESCRIPTION**

This plat of KANJIKEBERG HOMESITES embraces the following described tract of land; The NW 1/4 NW 1/4 NW 1/4 of Section 27, T.30N. R.5E., W.M.; except the North 4 acres thereof; less roads.

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS that MELVIN L KANJIKEBERG and MARY EVELYN KANJIKEBERG, husband and wife, owners in fee, and Everett Federal Savings and Loan Association, a Washington Corporation as Mortgagee of the above described tract of land hereby declare this plat and dedicate to the public for the use of the public forever all roads, drives and lanes as shown thereon, with the right to make all necessary slopes for cuts and fills upon the tracts of land shown on this plat, in the original reasonable grading of all roads shown hereon. The county, or its successors, shall have the right to drain all roads and streets over and across any lot or lots, where water might take a natural course after the roads and streets are graded. No land drainage shall be diverted to public road rights of way, nor shall it be blocked from draining along its normal course. Any enclosing of drainage waters in culverts or drains, or re-routing across lots, shall be at the expense of the land owner.

EVERETT FEDERAL SAV. & LOAN ASSOC. OWNERS IN FEE

by: *[Signature]* PRESIDENT *Melvin L. Kanikeberg*

by: *[Signature]* SEC. TREASURER *Mary Evelyn Kanikeberg*

**ACKNOWLEDGMENT**

STATE OF WASHINGTON }  
COUNTY OF SNOHOMISH } SS

This is to certify that on this 30<sup>th</sup> day of SEPTEMBER 1954, personally appeared before me, a Notary Public, MELVIN L. KANJIKEBERG and MARY EVELYN KANJIKEBERG, husband and wife, and G. D. REEVES and O. W. SCHELDT, President and Sec. Treasurer respectively of Everett Federal Savings and Loan Association a Washington Corporation, to me known to be individuals and the officers of the afore mentioned corporation who executed the within and foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have set my hand and official seal the day and year first above mentioned.

*[Signature]*  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT \_\_\_\_\_

**ENGINEER'S CERTIFICATE**

I, HOWARD F. SIEVERS, Partner of Sievers and Duecy, Reg. Prof. Engineer and Land Surveyor, do hereby certify this plat of KANJIKEBERG HOMESITES is based on an actual survey and subdivision of Sec. 27, T30N, R5E. that courses and distances are correct and lot stakes have been set and monuments set as shown.

*[Signature]*  
PROFESSIONAL ENGINEER

**TREASURER'S CERTIFICATE**

I, Verne Sievers, Treasurer of Snohomish County, Wash, do hereby certify that all taxes have been fully paid up to and including the year 1955.

*[Signature]* COUNTY TREASURER      by: *[Signature]* DEPUTY TREASURER

**RECORDING # 1111391**

Filed for record at the request of SIEVERS & DUECY on this 7 day of SEPT 1954 at 12 minutes past 3 o'clock P.M. and recorded in Volume 14 of plats on page 116 records of Snohomish County, Washington.

*[Signature]* COUNTY AUDITOR      by: *[Signature]* DEPUTY AUDITOR

**APPROVALS**

Examined and approved this 7 day of SEPT 1954.

*[Signature]*  
COUNTY ROAD ENGINEER

Examined and approved this 7 day of SEPT 1954.

*[Signature]*  
DIRECTOR SNOHOMISH COUNTY PLANNING COMM.

Examined and approved this 7 day of SEPT 1954.

*[Signature]*  
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

F\*2890