



SHORELINE CITY COUNCIL REGULAR MEETING REVISED AGENDA V.2

Monday, March 20, 2023

7:00 p.m.

Council Chamber · Shoreline City Hall

<https://zoom.us/j/95015006341>

Phone: 253-215-8782 · Webinar ID: 950 1500 6341

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00
2. FLAG SALUTE/ROLL CALL		
(a) Proclamation of Cesar Chavez Day	<u>2a-1</u>	
3. APPROVAL OF THE AGENDA		
4. REPORT OF THE CITY MANAGER		
5. COUNCIL REPORTS		
6. PUBLIC COMMENT		

The City Council provides several options for public comment: in person in the Council Chamber; remote via computer or phone; or through written comment. Members of the public may address the Council during regular meetings for three minutes or less, depending on the number of people wishing to speak. The total public comment period will be no more than 30 minutes. If more than 10 people are signed up to speak, each speaker will be allocated 2 minutes. Please be advised that each speaker's comments are being recorded.



Sign up for In-Person Comment the night of the meeting. *In person speakers will be called on first.*



[Sign up for Remote Public Comment.](#) *Pre-registration is required by 6:30 p.m. the night of the meeting.*



[Submit Written Public Comment.](#) *Written comments will be presented to Council and posted to the website if received by 4:00 p.m. the night of the meeting; otherwise, they will be sent and posted the next day.*

7. CONSENT CALENDAR		7:20
(a) Approval of Workshop Dinner Meeting Minutes of February 13, 2023	<u>7a-1</u>	
(b) Authorize the City Manager to Execute the Sixth Amendment to the Expedited Permitting, Reimbursement, and Construction Services Agreement with Sound Transit for the Lynnwood Link Extension Project	<u>7b-1</u>	
(c) Authorize the City Manager to Execute a Contract with Stepherson and Associates Communications for Community Engagement for the Parks, Recreation, Open Space, and Arts (PROSA) Plan and the Public Participation Plan for the 2024 Comprehensive Plan Update	<u>7c-1</u>	
(d) Adoption of Resolution No. 509 - Authorizing the City Manager to Reject all Bids for Construction of the Midblock Crossing &	<u>7d-1</u>	

Citywide Rectangular Rapid Flashing Beacons and Radar Speed Signs Project

- (e) Authorize the City Manager to enter into an interagency agreement with Department of Commerce and to accept \$87,500 in grant funding to support the 2024 Comprehensive Plan update 7e-1
- (f) Authorize the City Manager to execute the Participation Form and Allocation Agreement for Washington State’s participation in the Pharmacies and Manufacturers Opioid Settlement 7f-1

8. ACTION ITEMS

- (a) Public Hearing and Action on Change of Scope for Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act Funding in the Amount of \$104,780 for Lake City Partners Ending Homelessness 8a-1 7:20
- (b) Appointment of Parks, Recreation, and Cultural Services/Tree Board Members 8b-1 7:35

9. STUDY ITEMS

- (a) Parks, Recreation, Open Space, and Arts (PROSA) Plan Update 9a-1 7:45

10. EXECUTIVE SESSION: Property Acquisition - RCW 42.30.110(1)(b) 8:15

The Council may hold Executive Sessions from which the public may be excluded for those purposes set forth in RCW 42.30.110 and RCW 42.30.140. Before convening an Executive Session the presiding officer shall announce the purpose of the Session and the anticipated time when the Session will be concluded. Should the Session require more time a public announcement shall be made that the Session is being extended.

11. ADJOURNMENT 8:35

Any person requiring a disability accommodation should contact the City Clerk’s Office at 206-801-2230 in advance for more information. For TTY service, call 206-546-0457. For up-to-date information on future agendas, call 206-801-2230 or visit the City’s website at shorelinewa.gov/councilmeetings. Council meetings are shown on the City’s website at the above link and on Comcast Cable Services Channel 21 and Zply Fiber Services Channel 37 on Tuesdays at 12 noon and 8 p.m., and Wednesday through Sunday at 6 a.m., 12 noon and 8 p.m.

[DOWNLOAD THE ENTIRE CITY COUNCIL PACKET FOR MARCH 20, 2023](#)



[LINK TO STAFF PRESENTATIONS](#)



[LINK TO PUBLIC COMMENT RECEIVED](#)

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Proclamation Declaring Cesar Chavez Day in the City of Shoreline		
DEPARTMENT:	Community Services		
PRESENTED BY:	Sunil Tolton, Equity and Social Justice Program Coordinator		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Proclamation

ISSUE STATEMENT:

Born in Yuma, Arizona on March 31, 1927, Cesar Chavez was a Mexican-American labor and civil rights leader who fought to improve the working and living conditions of farm workers. After losing their homestead through fraud and foreclosure, his family moved to California as migrant farm workers in the late 1930s during the Great Depression. Chavez experienced the unfair labor practices and abuses that were commonly endured by farmworkers, such as exposure to dangerous pesticides, low wages, lack of access to clean water or restrooms, and terrible housing conditions.

In 1942, Chavez finished 8th grade and began working full time as a migrant farm worker to help his family because his father had been injured and was no longer able to work. Chavez joined the U.S. Navy at age 19 and served in a segregated unit for two years. When he returned, he married Helen Fabela, and they eventually had eight children. In 1952 Chavez began working for the Community Service Organization (CSO), a Latino civil rights group, as a grassroots organizer and became a national director registering new voters and fighting for racial and economic justice.

In the 1940s through the 1960s the exploitative “bracero program” brought thousands of Mexicans to the U.S. to fill World War II labor shortages, undercut domestic wages, and break strikes. Workers attempting to organize into unions faced discrimination and were violently suppressed. Influenced by the nonviolent civil disobedience of Gandhi and Dr. Martin Luther King, Jr., Chavez used his life savings and co-founded the National Farm Workers Association (NFWA) in 1962 with Dolores Huerta, who had also worked at CSO.

In 1965, NFWA and Agricultural Workers Organizing Committee (AWOC), a Filipino-American labor group, led what became a five-year strike against California grape growers. In 1966, Chavez led a 340-mile march from Delano to Sacramento and in 1968 went on a 25-day hunger strike. With national support, the strike led to a nationwide boycott of California grapes which ended in 1970 with successful negotiations with farmers, and recognition of the importance and rights for all farm workers.

NWFA and AWOC merged and eventually became the United Farm Workers of America (UFW). Chavez continued to lead efforts to support farm workers' right to unionize and negotiate for better wages and working conditions. In 1993, Chavez died in his sleep near Yuma, Arizona and was honored by more than 50,000 mourners from Florida to California who came to show their respect. In recognition of Chavez's impact, President Barack Obama borrowed "Si, se puede" or "Yes, we can" as part of his presidential campaign in 2008.

Cesar Chavez saw the need for change and made a courageous choice to work to improve the lives of his fellow farm workers. All residents are encouraged to observe this day to recognize the contributions of farm workers, importance of labor rights for all, and take action to honor Cesar Chavez's enduring legacy.

RECOMMENDATION

Staff recommends that the Mayor announce the issuance of the proclamation.

Approved By: City Manager **BE** City Attorney **MK**



P R O C L A M A T I O N

WHEREAS, Cesar Chavez was born on March 31, 1927, and faced many struggles with his family as migrant farm workers, including exposure to dangerous pesticides, low wages, and terrible living conditions, and

WHEREAS, Mr. Chavez saw the need for change and led courageous efforts to improve the lives of all farm workers through community organizing and non-violent civil disobedience, and

WHEREAS, Mr. Chavez founded the United Farm Workers (UFW) with Dolores Huerta, and fought for years to win historic gains for workers which improved wages and working conditions; and

WHEREAS, laborers across the country continue to struggle for fair treatment and fair wages to this day, let us remember the hope and determination of Cesar Chavez, echoing the words that have inspired so many, "Sí, se puede" – "Yes, we can!"

NOW, THEREFORE, I, Keith Scully, Mayor of the City of Shoreline, on behalf of the Shoreline City Council, hereby proclaim March 31, 2023 as

CESAR CHAVEZ DAY

In the City of Shoreline, and encourage all residents to observe this day by remembering the contributions of farm workers whose labor feeds the nation and to engage in action that honors Cesar Chavez's enduring legacy.

Keith Scully, Mayor

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF WORKSHOP DINNER MEETING

Monday, February 13, 2023
5:45 p.m.

Conference Room 303 - Shoreline City Hall
17500 Midvale Avenue North

PRESENT: Mayor Scully, Deputy Mayor Robertson, and Councilmembers McConnell, Mork, Pobee, Ramsdell, and Roberts

ABSENT: Councilmember Ramsdell

STAFF: Bristol Ellington, City Manager
John Norris, Assistant City Manager
Nate Daum, Economic Development Program Manager

GUESTS: Shoreline Chamber of Commerce Board:
Lara Grauer, Vice President, Lara Grauer Photography
Jack Malek, President, Windermere Real Estate
Erin Ison, Secretary, Erin Ison Agency, State Farm
Joseph Irons, Economic Development & Government Affairs Committee Chair,
Irons Brothers Construction
Devin Walker, Treasurer, Monka Brewing Co.
Marilla Sargent, Past President, HomeStreet Bank

At 5:49 p.m., the meeting was called to order by Mayor Scully. All Councilmembers were present except for Councilmember Ramsdell.

Nathan Daum, Economic Development Program Manager, noted the growth of the Chamber of Commerce and their work to support small businesses during the pandemic. He expressed appreciation for the partnership between the City and the Chamber to connect with businesses and provide support through their challenges.

Lara Grauer, Chamber Vice President, reviewed some of the Chamber's accomplishments. She said the Chamber is working to boost membership and increase opportunities for volunteering. Joseph Irons, Chamber Economic Development & Government Affairs Committee Chair, pointed out that the Chamber is run entirely by volunteers at this time.

A Councilmember asked if membership dropped due to businesses closing or if businesses need to rejoin. Ms. Grauer confirmed that some businesses need to be invited back and suggested that membership may have dropped off due to the pandemic and the program being conducted remotely. Mr. Daum noted that participation in virtual Chamber events increased once they were offered for free. Ms. Grauer added the Chamber's after hours, luncheon, and breakfast networking events have had good attendance.

It was asked if the Chamber could be promoted through the City's business license program. Mr. Daum stated promotional materials were previously included in a welcome packet for new Shoreline business owners and he is looking to pick the practice back up.

A question was asked about the City's next steps to provide assistance to businesses. Mr. Irons said to keep Mr. Daum coming to Chamber meetings, expand on the partnership with the Chamber, increase the frequency of meetings with Council and the Board, and invite businesses to join the Chamber.

A Councilmember asked about the benefit of making outdoor dining regulations permanent and Ms. Grauer commented there are not many restaurants in Shoreline and outdoor dining is not appealing in all areas. Devin Walker, Chamber Treasurer, stated his experience with developing outdoor dining at his brewery as more problematic than beneficial due to issues with permitting. Mr. Irons supported Mr. Walker's thoughts and shared a similar experience with clients at his construction business. He noted that permitting involves many requirements from City Code and takes too much time to process, which both increases project costs and can turn people away from the city. Jack Malek, Chamber President, suggested focusing outdoor dining in areas of demand and making sure those areas are safe and equipped to support it. He echoed the idea that permitting through the City takes longer than it should and highlighted a need to increase interdepartmental coordination in the City.

It was brought up that consistency in the permitting process may be an issue and a Councilmember asked what the City's process is for flagging this type of issue. Mayor Scully commented that permitting issues for outdoor dining is specific to that code and needs to be addressed. He said there is not a solid plan in place to flag the issue but work on improving permitting has been done and more work is to come to strengthen the process.

Mr. Irons remarked the City needs to be walkable to make outdoor dining more successful. He said to make existing areas of the city more walkable, there will be a sacrifice to parking. To increase code compliance, he suggested addressing permitting duration and using a gentle compliance approach opposed to a sterner code enforcement approach and commented more work needs to be done to support existing businesses through development. Mr. Daum stated they are working on finding opportunities to convert residential properties to commercial through pathways that are acceptable by Code.

Following a question about sidewalks, John Norris, Assistant City Manager, gave an update on some sidewalk projects in the city. Ms. Grauer advised that availability of sidewalks are a way to encourage people to walk around and dine outdoors. Mr. Irons mentioned there were concerns from the Parkwood Neighborhood Association about parking and traffic with the addition of new sidewalks but noted the benefit to safety and walkability.

A Councilmember pointed out that the State Legislature could mandate zero parking in station areas off Aurora. It was asked how much parking is needed in developing areas, and Mr. Irons responded no one size will fit all. Mayor Scully explained the City would be best to decide Development Code regulations to preserve the integrity of the city. He said the concern is that if

the City cannot work out development issues, there could be regulations from the State that don't align with local priorities.

The Mayor and Council thanked the Chamber of Commerce members for their support of the local business community and for participation in the evening's meeting.

At 6:48 p.m., Mayor Scully declared the meeting adjourned.

Kendyl Hardy, Deputy City Clerk

DRAFT

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute the Sixth Amendment to the Expedited Permitting, Reimbursement, and Construction Services Agreement with Sound Transit for the Lynnwood Link Extension Project
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Juniper Nammi, Light Rail Project Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The Sound Transit Lynnwood Link Extension (LLE Project) has been under construction since 2019 and is on track to be substantially complete by November 2023. City services in support of the LLE Project permitting and construction are funded by the Expedited Permitting, Reimbursement, and Construction Services Agreement (Reimbursement Agreement) with Sound Transit. This agreement was originally executed in 2016 and has been amended five times, including the most recent increase in the not to exceed amount up to \$6,099,715, which was approved by Council on November 21, 2022, as a contingency increase pending finalization of this proposed amendment.

Unanticipated levels of effort have been necessary from City staff and consultants to provide the required services for the LLE Project necessitating further increase in funding to cover updated estimates for services through start of revenue service (when the public starts paying to use the new light rail extension). The scope and funding for support that will be needed after revenue service starts is not currently included in this agreement. The current expiration date of the agreement is the start of revenue service for the LLE Project. Sound Transit and City staff would like to add the post-revenue service support scope and increase the funding limit to \$7,875,036 for the updated and expanded estimated costs of these services until all permit conditions are fully satisfied, or December 31, 2031.

An amendment to the Reimbursement Agreement increasing the funding limit, extending the expiration date to December 31, 2031, and revising the scope of services to include post-revenue service support now requires Council approval. Council pre-authorization for a future amendment to the funding limit of up to an additional \$177,532 is also requested.

RESOURCE/FINANCIAL IMPACT:

Sound Transit is financially responsible for all costs related to meeting all Light Rail Project land use and construction permit conditions. The current not to exceed amount

in the Reimbursement Agreement will be fully expended in March 2023. Additional revenue is needed to maintain funding for the estimated Light Rail Stations expenditures through the current biennial budget and through full satisfaction of all LLE Project Permit conditions expected by 2031. The increase in the funding limit by \$1,775,321 represents best and reasonable efforts to estimate the duration, City staffing needs, and budget for City costs related to the included services for pre-construction, construction, and post-revenue service phases of the Project. Authorization for up to another ten percent (\$177,532) for potential future amendment is requested as contingency.

Proposed amendments to the Light Rail Stations (City Manager's Office) 2023-2024 biennial budget will be included in proposed Ordinance No. 982, scheduled for Council discussion on April 10, 2023, to increase both revenue and expenditures accordingly.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Sixth Amendment to the Expedited Permitting, Reimbursement, and Construction Services Agreement with Sound Transit for the Lynnwood Link Extension Project, subject to final approval as to form by the City Attorney, with an option to amend again up to a total not to exceed of \$1,952,853.

Approved By: City Manager **BE** City Attorney **JA-T**

BACKGROUND

The Sound Transit Lynnwood Link Extension (LLE Project) has been under construction since 2019 and is on track to be substantially complete by November of 2023. The LLE Project is currently slated to open for revenue service in July 2024, though Sound Transit is currently reevaluating schedule impacts and resources to determine if any adjustment to the revenue service date is needed. City services in support of the LLE Project design review, permitting, and construction are funded by the Expedited Permitting, Reimbursement, and Construction Services Agreement (Reimbursement Agreement).

The Reimbursement Agreement was originally executed on July 25, 2016. The staff report for the authorization of the Reimbursement Agreement can be found at the following link: [Authorize the City Manager to Execute the Expedited Permitting and Reimbursement Agreement with Sound Transit for the Lynnwood Link Project.](#)

The Agreement has subsequently been amended five times, including the most recent increase in the not to exceed amount up to \$6,099,715, which was approved by Council on November 21, 2022. The staff report for the authorization of this fifth amendment to the Reimbursement Agreement can be found at the following link: [Authorize the City Manager to Execute the Fifth Amendment to the Expedited Permitting and Reimbursement Agreement with Sound Transit for the Lynnwood Link Extension Project.](#)

Unanticipated levels of effort have been necessary from City staff and consultants to provide the required services for the LLE Project necessitating further increase in funding to cover updated estimate for services through start of revenue service (when the public starts paying to use the new light rail extension). Contributing factors to these higher than anticipated costs include labor rate increases, greater numbers of permits and revision submittals, inspection management challenges, and LLE project schedule changes.

In November, Council authorized a smaller funding limit amendment based on Sound Transit Board preauthorization of contingency funding in the amount of \$399,046 to maintain funding into first quarter of this year. That contingency amendment (fifth amendment noted above) provided additional time for staff to develop a more detailed amendment to the scope and cost estimates for the balance of the LLE Project.

The current scope and term of this Reimbursement Agreement amendment ends with the start of revenue service on the Lynnwood Link light rail extension. Scope and funding for support that will be needed after revenue service was not previously contemplated.

DISCUSSION

Sound Transit and City staff would now like to add the post-revenue service support scope and increase the funding limit to \$7,875,036 for the updated and expanded estimated costs of these services until all permit conditions are fully satisfied, or December 31, 2031. The Draft Sixth Amendment to the Expedited Permitting,

Reimbursement, and Construction Services Agreement (Attachment A) provides for these changes.

Additional revenue is needed this month to fund the City staff positions and consultant services supporting the LLE Project. Without an amendment to the funding limit in this agreement, the City will either have to stop providing services in support of the Sound Transit LLE Project or will have to fund these expenditures through other revenue sources.

The proposed sixth amendment would add new scope to the Reimbursement Agreement, such as review of critical area monitoring reports, inspections at the end of required maintenance periods, and verifying compliance with permit conditions that will be satisfied after revenue service begins. Funding for part-time staff management of this agreement and tracking of permit condition compliance after revenue services is also included in the new scope and cost estimate. Without this amendment, these services would need to be funded through other revenue sources such as standard permit fees, but are more likely to be delayed, overlooked, or not undertaken with the level of service or quality expected by Sound Transit or the public.

The costs estimates for both the remainder of the construction phase of the project as well as for known post-revenue service support needs are based on staff's best and reasonable efforts to estimate the duration, City staffing needs, and budget for these services. They make assumptions about hours, inflation, project schedule, and related identifiable variables, but actual costs will not be known until the time the services are provided. Staff is recommending preauthorization from Council for a potential future amendment to the funding limit of an additional \$177,532 as contingency to address potential differences between estimates and actuals if necessary. If unforeseen circumstances result in actuals that exceed these estimates plus contingency, Sound Transit is still financially responsible for all costs related to meeting all Light Rail Project land use and construction permit conditions and the City could revisit the funding limit again in the future or find alternate mechanisms through which to receive compensation for additional costs.

There are a few potential costs that cannot easily be estimated that are excluded and will be addressed through maintenance agreements required as part of the permit process or through amendment or separate agreement to address those support services. These potential costs are related to failed critical area mitigation that needs to be redone, defect or lack of maintenance on required improvements and plantings that need direct repair or replacement based on circumstances, or implementation of parking and traffic mitigations once those mitigation requirements are determined.

COUNCIL GOAL(S) ADDRESSED

Authorizing execution of the proposed Sixth Amendment to the Reimbursement Agreement with Sound Transit will secure additional funding needed continue implementation of City Council's 2022-2024 Goal #3: Continue preparation for regional mass transit in Shoreline, and specifically, Action Step #2: Work collaboratively with Sound Transit on the Lynnwood Link Extension Project, including negotiation of

remaining project agreements and coordination of project construction, inspection, and ongoing permitting.

RESOURCE/FINANCIAL IMPACT

Sound Transit is financially responsible for all costs related to meeting all Light Rail Project land use and construction permit conditions. The current not to exceed amount in the Reimbursement Agreement will be fully expended in March 2023. Additional revenue is needed to maintain funding for the estimated Light Rail Stations expenditures through the current biennial budget and through full satisfaction of all LLE Project Permit conditions expected by 2031. The increase in the funding limit by \$1,775,321 represents best and reasonable efforts to estimate the duration, City staffing needs, and budget for City costs related to the included services for pre-construction, construction, and post-revenue service phases of the Project. Authorization for up to another ten percent (\$177,532) for potential future amendment is requested as contingency.

Proposed amendments to the Light Rail Stations (City Manager's Office) 2023-2024 biennial budget will be included in proposed Ordinance No. 982, scheduled for Council discussion on April 10, 2023, to increase both revenue and expenditures accordingly.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Sixth Amendment to the Expedited Permitting, Reimbursement, and Construction Services Agreement with Sound Transit for the Lynnwood Link Extension Project, subject to final approval as to form by the City Attorney, with an option to amend again up to a total not to exceed of \$1,952,853.

ATTACHMENT

Attachment A – DRAFT Sixth Amendment to the Expedited Permitting and Reimbursement Agreement with Sound Transit for the Lynnwood Link Extension Project

Receiving # 8629.06

GA 0542-16

**SIXTH AMENDMENT TO
THE EXPEDITED PERMITTING, REIMBURSEMENT, AND
CONSTRUCTION SERVICES AGREEMENT
BETWEEN THE CITY OF SHORELINE AND
THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
FOR THE LYNNWOOD LINK PROJECT**

THIS Sixth Amendment is made by and between the City of Shoreline, a Washington municipal Corporation (“the City”) and the Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington (“Sound Transit”) (collectively the “Parties” and each individually as a “Party”) to the Expedited Permitting, Reimbursement and Construction Services Agreement for the Lynnwood Link Project dated September 29, 2016 (“Agreement”).

RECITALS

- A. The City and Sound Transit entered into the Agreement in order to expedite and streamline the design and permitting of the Project as identified in the Agreement and to address related staffing by the City.
- B. Since its original execution, the Agreement has been amended on five (5) previous occasions: to add additional permit types and services; to provide additional reimbursement for third party services; to modify Designated Representatives for the Parties; to further add an additional permit type and service; and to provide additional funding due to the unanticipated levels of effort by the City.
- C. Unanticipated levels of effort have been required by the City in order to provide the permitting services needed by Sound Transit for the Project, requiring an increase in funding for the work to be performed under the Agreement.
- D. The “City Services,” as currently defined in the Agreement, do not include support for Sound Transit post-revenue service mitigation work and permit condition compliance, maintenance period close-out inspections, or critical area monitoring period reviews and inspections, all of which services are now needed in order to complete the Project.
- E. The Parties desire to amend the Agreement for a sixth time to: (1) provide additional funding for an unanticipated, increased level of need for work within the scope of the Agreement in order to support the Project; and (2) add post-revenue service support to the scope of the Agreement and to provide additional funding for such services.

AGREEMENT

FOR AND IN CONSIDERATION OF and subject to the terms and conditions set forth below, the City and Sound Transit do hereby agree to amend the Agreement, as amended, as described below:

1.0 Section D of the Recitals of the Agreement is amended as follows:

D. The Parties desire to enter into this Agreement to identify land use and administrative permits required by the City for the Project, to provide for Sound Transit to reimburse the City for expedited and timely design reviews prior to Sound Transit's formal application for such permits, for the City's issuance of permits during the Project's final design and pre-construction phase that are required to start the construction phase of the Project, for the City's issuance of permit relating to construction of the Project, to provide for certain Construction Services as described in this Agreement, ~~and to provide for City staffing and reimbursement relating to those construction services, and to provide the same for~~ Post-Revenue Service Support (as defined in Section 1.7 of this Agreement) in the form of supporting Sound Transit mitigation work and permit condition compliance, maintenance period close-out inspections, and critical area monitoring period reviews and inspections.

2.0 The first, un-numbered paragraph of Section 1 of the Agreement is amended as follows:

The purpose of this Agreement is to set forth the roles and responsibilities of the Parties with respect to the City's expedited design, permit review and approvals, ~~and Construction Services (as defined below in Section 4.8 of this Agreement) for the Project,~~ Post-Revenue Service Support (as defined in Section 1.7 of this Agreement), and Sound Transit's reimbursement for the City's expenses related to such expedited review these services.

3.0 Section 1.1 of the Agreement is amended as follows:

1.1 City Services. "City Services" means the activities performed by the City to fulfill the obligations contained within this Agreement, including project management and coordination, preparing invoicing and progress reports, design review, permit review and issuance, review of permit revisions and supplemental submittals, inspections, and other permitting and construction related activities, more specifically described in Section 4.8 and ~~Exhibit B-2~~ Exhibit B-4 of this Agreement, and to provide Post-Revenue Service Support as defined in Section 1.7 of this Agreement.

4.0 A new Section 1.7 is added to the Agreement as follows:

1.7 Post-Revenue Service Support. "Post-Revenue Service Support" means the support of Sound Transit's post-revenue service mitigation work and permit condition compliance including coordination, inspections, monitoring, reviewing, and reporting more specifically described in Section 4.9 and Exhibit B-4 of this Agreement.

5.0 Section 4.7 of the Agreement is amended as follows:

4.7 Third Party Utilities. This Agreement acknowledges that the City ~~is operating~~ operated the wastewater utility in the City of Shoreline via a services contract with the Ronald Wastewater District in King County from October 2017 until assumption of the Ronald Wastewater District by the City on April 30, 2021. ~~This Agreement also acknowledges that full City governance of the Ronald Wastewater District in King County and/or Snohomish County will occur at some time prior to completion of Project construction.~~

The City shall continue to review and comment on all Design Submittals with due consideration of its interests in the operation and facilities of said utility district. Accordingly, the former Ronald Wastewater District is no longer a separate utility requiring coordination efforts by the City under this Agreement. Notwithstanding the foregoing, the Parties acknowledge that GA 0508-17- Utility Relocation Agreement Between Ronald Wastewater District and Sound Transit (for Lynnwood Link Project) and associated task orders (“Utility Agreement”) for the provision of wastewater utility services by the former Ronald Wastewater District to Sound Transit has been assumed by the City and that the parties may continue to use the Utility Agreement for the wastewater utility services provided therein, in addition to the City utility services to be provided under this Agreement.

6.0 Paragraph (4) of Section 4.8.1 is amended as follows:

- (4) Provide coordination of all Construction Plans, such as: traffic control plans, noise control plans, and construction monitoring plans. Coordinate submittals and manage reviews and commenting from necessary parties such as City departments and separate utilities, including: Ronald Wastewater District before it was assumed by the City on April 30, 2021, Seattle City Light, Seattle Public Utilities, North City Water District, Shoreline Parks, Fleet, and Facilities Division, Recreation and Cultural Services, Shoreline Public Works Department, Shoreline Fire Department, Shoreline Police Department, Shoreline Planning and Community Development Department, Shoreline Public School District, and Puget Sound Energy;

7.0 A new Section 4.9 is added to the Agreement as follows:

- 4.9 Post-Revenue Service Support. The scope of work covered in this Agreement shall include the following Post-Revenue Service Support:
- (1) Critical area monitoring report reviews for the required monitoring periods (5-10 years)
 - (2) Close-out inspections at the end of required maintenance periods (2-3 years) for replacement trees, landscape buffers, frontage improvements, and wastewater utility improvements.
 - (3) Parking impact mitigation study and plan development support, review, and approval for areas surrounding Link light rail stations, as required by Special Use Permit (SPL 18-0140) (SUP) Condition J.1.
 - (4) Neighborhood traffic impact mitigation study, plan, and outreach development support, review, and approval for areas surrounding stations as required by (SUP) Condition C.10.
 - (5) Review and release of all required Performance Agreements and Maintenance/Defect/Monitoring Agreements and associated financial guarantees, if any.
 - (6) Verification of compliance with all SUP conditions that are allowed to be completed post-revenue service, except those which are ongoing for the life of the light rail system.
 - (7) Review and processing of applications for lot line adjustments, lot mergers or subdivision of surplus properties prior to sale.

The Parties acknowledge that there may be other post-revenue service support activities necessary to close out the SUP beyond those listed in this Section 4.9, which support activities the Parties may authorize in an amendment to this Agreement or in a separate agreement(s) such as, but not limited to, Maintenance/Defect/Monitoring agreements.

8.0 Section 5.1 of the Agreement is amended as follows:

5.1 Amount. The cost estimate provided in ~~Exhibit C-2~~ Exhibit C-3 represents the Parties' best and reasonable efforts to estimate the duration, city staffing needs, and budget for City costs related to the pre-construction, ~~and~~ construction, and post-revenue service phases of the Project. Sound Transit is financially responsible for all costs related to meeting all Light Rail Project land use and construction permit conditions regardless of this cost estimate. Based on this estimate, Sound Transit will pay the City an amount not to exceed ~~Six Million, Ninety Nine Thousand, Seven Hundred Fifteen Dollars (\$6,099,715)~~ Seven Million, Eight Hundred Seventy Five Thousand, Thirty Six Dollars (\$7,875,036) to reimburse the City for costs incurred related to design review, permitting, project management and coordination, construction, and Post-Revenue Service Support of the Project as described in this Agreement.

9.0 Section 5.2.4 of the Agreement are amended as follows:

5.2.4 Non-eligible costs. This Agreement does not cover the staffing, design review, or permitting costs incurred by North City Water District, Ronald Wastewater District before its assumption by the City on April 30, 2021, or the Shoreline Fire Department. This agreement also does not cover the City's normal capital and operating expenses such as buildings, office equipment, maintenance, security, utilities, or vehicles.

10.0 Section 5.3 of the Agreement is amended as follows:

Invoicing. The City shall invoice Sound Transit on a monthly basis. Invoices shall bear the name and address of the City's Designative Representative, reference this agreement and a purchase order number that will be provided upon execution of this Agreement, and contain the supporting documentation described below. Invoices must be signed by an authorized representative of the City who shall verify that ~~that~~ the invoice is accurate and the work has been performed in accordance with the terms of this Agreement. Invoices should be remitted via email to Accountspayable@soundtransit.org. Sound Transit shall remit payment within thirty (30) days of receipt of a complete invoice of receipt of a complete invoice. The required supporting documentation follows:

11.0 Section 5.6 of the Agreement is amended as follows:

5.6 Permit Fees. Sound Transit's payment for Permitting and Construction Services under this Agreement shall be in lieu of any permit fees that the City would ordinarily charge for the permits listed in ~~Exhibit A-2~~ Exhibit A-4. All fees for additional permits obtained by the L800 Systems contractors, reviews of revisions to previously issued Sound Transit-obtained permits, or inspection requests under any permits for work under the Project's L800 Systems Contract are subject to standard permit fees. The City shall deduct the amount of any permit, review, or inspection fees collected directly from the contractors related to all work under the L800 Systems. The City shall deduct the amount

of any reinspection fees collected directly from contractors related to both Sound Transit-obtained and Contractor-obtained permits as specified in ~~Exhibit A-2~~ Exhibit A-4. The City retains sole discretion for determining when to assess reinspection fees consistent with City practices.

12.0 Section 10.1 of the Agreement is amended as follows:

10.1 This Agreement shall take effect upon the last date of signature by the Parties as set forth below. This Agreement shall remain in effect until all City reviews, permits, ~~and approvals, inspections, and mitigations required by permit conditions are fully satisfied or December 31, 2031, or until the start of Lynnwood Link revenue service operations,~~ whichever comes first, unless sooner terminated as provided in Section 6 above.

13.0 Exhibit A-3, "Permits Covered by Agreement," is replaced in its entirety with the attached Exhibit A-4, "Permits Covered by Agreement," and all references to "Exhibit A-2" and to "Exhibit A-3" in the Agreement shall hereby be replaced with "Exhibit A-4."

14.0 Exhibit B-3, "City Services to Be Provided," is replaced in its entirety with the attached Exhibit B-4, "City Services to Be Provided," and all references to "Exhibit B-2" and to "Exhibit B-3" in the Agreement shall hereby be replaced with "Exhibit B-4."

15.0 Exhibit C-2, "Estimated Cost of Final Design Review, Permit Processing and Construction Services," is replaced in its entirety with the attached Exhibit C-3, "Estimated Cost of Final Design Review, Permit Processing, Construction Services, and Post-Revenue Service Support;" and all references to "Exhibit C-2" in the Agreement shall hereby be replaced with "Exhibit C-3."

16.0 Unless expressly revised by this Sixth Amendment, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect and unchanged by this Sixth Amendment.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Sixth Amendment to the Agreement, effective as of the date of the latest signature, below.

CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY (SOUND TRANSIT)

Approved as to form:

By: _____
Julie Timm, Chief Executive Officer

By: _____
Natalie A. Moore, Legal Counsel

Date: _____

Authorized by Motion No.: _____

CITY OF SHORELINE

Authorized by City Council on: _____

By: _____
Bristol S. Ellington, City Manager

Approved as to form:

Date: _____

By: _____
_____, City Attorney

Exhibit List:

- Exhibit A-4: Permits Covered by Agreement**
- Exhibit B-4: City Services to Be Provided**
- Exhibit C-3: Estimated Costs for Final Design Review, Permit Processes, Construction Services, and Post-Revenue Service Support**

EXHIBIT A-4 PERMITS COVERED BY AGREEMENT

Permit Type	Notes
Building Permits:	Includes Plan Review & WABO surcharge
New Commercial	
Walls & Misc. Structures	
Tenant Improvement	To be obtained by Contractor - For field offices, if applicable
Residential Remodel	To be obtained by Contractor - For noise mitigation on existing homes, if applicable
Mechanical Permits	To be obtained by Contractor
Plumbing Permits	To be obtained by Contractor
Site Development Permits	
Clearing and Grading	(if applicable)
Tree Removal	
Right of Way Use	May include work to be completed by Seattle City Light or Seattle Public Utilities consistent with franchise agreements if SCL or SPU are co-applicants on relevant permits
Right of Way Site	(if applicable)
Lot Line Adjustments, Lot Mergers, Subdivisions	
Demolition Permits	
Sign Permits – Permanent	Includes permanent signs for stations, etc. To be obtained by Contractor – includes temporary/constructions signs, if permit required
Sign Permits – Temporary	
Wastewater Permits	Cap-off and Connection Permits to be obtained by Contractor
Administrative Design Review	
Temporary Use Permits	(if applicable)
Special Use Permit(s)	
Interpretations of the Development Code	(if applicable)
Variances – Zoning	(if applicable)
Critical Area Special Use Permits	
Street Vacation Permit	
Deviation from Engineering Standards	
Floodplain Development Permits	
Fire System Construction Permits	To be obtained by Contractor - Includes intake and issuance only of fire permits. See Notes (2) and (3)
Noise Variances	
Plat Alteration	(if applicable)

Notes:

ST: GA 0542-16 Amendment 6
COS: #8629.05

- (1) Utility permits such as electrical permits are not included as part of this Agreement.**
- (2) Fire System Construction permit intake and issuance, once approved by the Shoreline Fire District, will be performed by the City as part of this Agreement. Review of these permits will be completed by the Shoreline Fire District and not included as part of the service provided by the City as specified in this Agreement.**
- (3) Fire System Operational permits are not part of this Agreement.**
- (4) Third Party review of submittal items in accordance with SMC Title 20 is included as part of this Agreement and is reimbursable consistent with section 5.2.2 Consultants.**
- (5) Fees for reinspection of the ~~Contractor-obtained permits identified by “YES” in the “Reinspection Fees-Contractor” column of~~ for all construction permit types in this table are the responsibility of the Contractor and will be deducted, consistent with Section 5.6, from City monthly invoices under this Agreement.**

EXHIBIT B-4 CITY SERVICES TO BE PROVIDED
Description of City Services

SECTION 1 STAFFING AND RESOURCES COVERED FOR DESIGN REVIEW AND PERMITTING SERVICES

The Final Design Submittals are expected to be submitted to the City separately for various elements of the Project, rather than as a complete package, and with the approximate timing indicated below. Upon receipt of each Design Submittal from Sound Transit, the City shall perform a review of the Design Submittal and return its unified and coordinated comments and corrections on the designs, plans, and specifications from all relevant City departments to Sound Transit, as closely as practical within the number of days specified in Section 5 of this Agreement for each of the following Design Submittals:

Complete Submittals:

- Q4, 2016: 30% Design Submittal (185th and 145th Street Stations, Garages and site)
- Q2, 2017: 60% Design Submittal (all components of the Lynnwood Link Extension Project in Shoreline)
- Q2, 2018: In Progress 90% Design Submittal (all components of the Lynnwood Link Extension Project in Shoreline)
- Q3, 2018: 100% and Price Set Revision Early Work Package Submittals

Planned Submittals:

- Q4, 2018: 100% Main Civil Package Submittal
- Q1, 2019: 90% 145th Street Garage Submittal
- Q1, 2019: 90% 145th/185th Street Stations Submittal
- Q2, 2019: 100% 145th Street Station Submittal; 100% 145th Street Garage Submittal; and 90% 185th Street Garage Submittal;
- Q3, 2019: 100% 185th Street Garage Submittal

Construction permit application submittals will follow the required Land Use Permit decisions and related 100% Package Submittals. Estimated timeframes for permit submittals are not included in this Agreement due to the volume of permits and the flexibility needed to adjust submittal dates due to a wide range of factors. The Designated Representatives will coordinate with Sound Transit and contractor permitting staff to endeavor to facilitate permit submittal dates that support the Sound Transit project schedule.

In order to proactively work through design issues and reduce the amount of time required for formal review of these design and permit submittals, key City staff will meet on a regular basis with the Sound Transit design review team on elements of the design. Weekly coordination and design meetings are anticipated for the duration of the Final Design phase of the project.

Staff is also expected to participate in the following workshops: Station Area Multi-modal Access; Permitting and other project delivery related project workshops.

1.1 Overview of Design Review and Permitting Positions Required

1.1.1 City Coordinator (City Project Manager for Permit Services)

The City Coordinator, as referred to in the Agreement, has the role of City Project Manager for Permit Services during the design review and permitting phase of this project and is henceforth referred to as such in this document. The City Project Manager for Permit Services will coordinate City design and permitting review for the Project. The City Project Manager for Permit Services shall provide central coordination of all Design and Permit Submittal reviews and comments from all involved City departments. The City Project Manager for Permit Services shall resolve any inconsistencies among review comments from the City departments and shall provide Sound Transit with consistent and consolidated review comments. In addition to these tasks, the City Project Manager for Permit Services shall participate in ad hoc and regularly scheduled project-level design and coordination meetings. The City Project Manager for Permit Services shall also be responsible for identifying and disclosing to Sound Transit, as soon as practicable, any other projects or proposals (e.g. utility projects, transportation projects, private development projects) that have the potential to conflict or interfere with the expeditious design and construction of the Project.

The City Project Manager for Permit Services shall communicate regularly with Sound Transit to discuss the status of the tasks to be performed, identify upcoming Project decisions and any information or input necessary to inform those decisions, discuss any substantial changes to the Project, and resolve any issues or disputes related to the Project, consistent with this Agreement.

Responsibilities include:

- Provide to Sound Transit, monthly progress reports and invoicing in accordance with Section 5 of the Agreement;
- Lead coordination for the City between the City and Sound Transit for the review of design and permitting submittals for both light rail stations and garages in Shoreline, light rail track alignment and other associated structures;
- Review design and permitting submittals in coordination with the City's Public Works Department ("PW"), Planning and Community Development Department ("PCD"), and impacted divisions within other City Departments and provide written review comments on all design submittals and permit application submittals;
- Lead weekly internal coordination meetings with City Staff. Attend ad hoc and regular project design and coordination meetings with Sound Transit staff and design consultants;
- Lead City's ongoing coordination with Sound Transit staff and design consultants on utility relocations, roadway realignment, haul routes, and similar design and permitting issues; and
- Lead response to inquiries from City staff, Council and Citizens. Serve as a liaison from Council recommendation to staff reviewers for the 100% Main Civil Package Submittal, 90% 145th Street Garage Submittal, 90% 145th/185th Street Stations Submittal, 100% 145th Street Stations; 90% 185th Street Garage; 100% 145th Street Garage Submittal and 100% 185th Street Garage Submittal and the Construction Permitting Submittal for the stations, garages, sites associated structures, and ROW improvements.

1.1.2 Project Administrative Assistant

This position will support the City Project Manager for Permit Services and Shoreline staff's review of the Final Design and permitting submittals for the Lynnwood Link Light Rail project and support the communication and coordination of planning and engineering work activities among Shoreline staff, ST

agency technical staff and their consultant team.

Specific duties including:

- Distributing design deliverable documents to City staff or consultants for review, tracking and compiling reviewer comments, following up on comments to submittals, drawings and specs reviews, etc.;
- Providing support to the department/division; administrative support for a variety of committees as assigned -preparing meeting materials and summarizing meeting discussions and outcomes; and
- Collecting, reviewing, and inputting staff comments into required spreadsheets and SharePoint sites. Establishing and maintaining permanent hard files and soft (SharePoint) copies of project files.

1.1.3 City Development Review Engineer

The City shall assign a Development Review Engineer for the Project. The City Development Review Engineer will lead development review of design and permitting submittals for both light rail stations and garages, light rail track alignment, associated structures and right of way improvements. This position will review Project designs, specifications, estimates, and other documents. Specific responsibilities will include:

- Review plans for compliance with applicable codes and City standards including, but not limited to, roadway/frontage design, erosion control, American Disabilities Act wastewater and surface water;
- Review design and permit submittals in coordination with PCD and PW staff; provide written review comments at 30%, 60%, 90%, and 100% completion;
- Attend weekly internal coordination meetings, ad hoc and weekly design and coordination meetings with Sound Transit staff and design consultants;
- Ongoing coordination with Sound Transit staff and design consultants on utility relocations, roadway realignment, haul routes, and similar design and permitting issues; and
- Assist with response to inquiries from City staff, Council and Citizens.

1.1.4 Traffic Engineer

The City shall assign a Traffic Engineer to the Project. The Traffic Engineer will review, analyze, and recommend appropriate mitigation regarding traffic engineering and impact studies associated with Lynnwood Link Extension project as it relates to Shoreline.

Project Responsibilities will include:

- Review of the station area multi-modal access assessments to ensure pedestrian, bus, bicycle and traffic needs are met and/or appropriately mitigated;
- Review 30%, 60%, 90%, and 100% Construction Permitting Submittal for traffic elements such as signals, channelization, signage and other traffic control devices;
- Review construction phase traffic control, maintenance of traffic, and haul route plans for the project;
- Work with neighborhoods to identify concerns and develop traffic calming and parking alternatives in alignment with the Neighborhood Traffic Safety Program;
- Ensure Sound Transit's traffic modeling accurately reflects existing and future conditions. Make sure Sound Transit's impacts are incorporated into the City's Traffic Model;

- Assist with response to inquiries from City staff, Council and Citizens; and
- Attend internal coordination meetings and meetings with Sound Transit staff and design consultants.

1.1.5 Senior Planner

The City shall assign a Senior Planner for the project. This position will conduct the design review process for the stations, garages, sites, and associated structures at the 30%, 60%, 90%, and final phases. This position will coordinate all facets of development review: plans examination, zoning and design review, critical area review, site development and storm water and utilities coordination.

Project responsibilities will include:

- Serve as the lead zoning reviewer and prepare comments on the 30%, 60%, 90%, and 100% construction permitting submittal and associated reports for the stations, garages, sites, and associated structures for compliance with SMC Title 20;
- Serve as lead reviewer for processing the following permit types: Special Use permit, Tree Removal permits, Lot Line Adjustments/Lot Mergers/Subdivisions, Demolition permits, Sign permits, Administrative Design Review, Temporary Use Permits, Interpretations of the Development Code, Variances, and Critical Area Special Use permit(s);
- Attending weekly internal coordination meetings and ad hoc and biweekly agency coordination meetings regarding design and permitting as needed;
- Updating the City's website & Currents with ongoing information about the project;
- Responding to walk-in/phone-in/write-in questions/complaints/concerns directed to the City about the design of the Lynnwood Link Extension project; and
- Developing local codes, policies, agreement components and procedures related to light rail construction and ongoing services.

NOTE: The City anticipates utilizing the services of an on-call Planner Associate or City-employed Senior/Associate Planner to assist the Senior Planner with the review of the 30%, 60%, 90%, and 100% design and permitting submittals should it become necessary in order to meet Sound Transit's expectations.

1.1.6 Structural Plans Examiner

The City shall contract with a Structural Plans Examiner (consultant) to be assigned the Lynnwood Link Extension project as needed. This position will perform plans examination as needed for the stations, garages, miscellaneous structures (retaining walls, noise walls, signs) as part of the 30%, 60% 90%, and 100% review of design and permit submittals. As determined necessary by the City, this position will be tasked with the following:

- Review of all required structural and non-structural construction plans and calculations for compliance with the City's adopted construction and building codes as listed in SMC Title 15;
- Prepare initial and revised written comments following review of all required structural and non-structural construction plans and calculations in response to the 30%, 60%, 90%, and final submittals;
- Review and comment on the compliance of the 30%, 60%, 90%, and 100% design and

construction plans and specifications with the Regulations for Barrier Free Facilities and Energy Codes; and

- Attend weekly internal coordination meeting, biweekly agency coordination meetings and ad hoc meetings relating to design, permitting, and construction as needed.

NOTE: The City anticipates the possibility of utilizing additional on-call consulting services to assist the Structural Plans Examiner with the review of the 30%, 60%, 90%, and 100% design and permitting submittals should it become necessary in order to meet Sound Transit's expectations.

1.1.7 Permit Technician

The Permit Technician will perform such duties as:

- Logging all plan sets and revisions received for the official 30%, 60%, 90%, and final 100% submittal into the permit tracking system;
- Setting up file sets to distribute to reviewers; and
- Processing (intake and issuance) of all ancillary permits as described in Exhibit B-2.

1.1.8 Building Inspector

It is anticipated that starting in 2017 Sound Transit may be acquiring permit approvals and completing "early work" such as demolitions. Therefore, this Agreement includes inspection services for demolition permits. The City anticipates contracting with a consultant to perform these inspections on an on-call basis.

1.1.9 Lead Construction/ROW Inspector

The City shall assign a Lead Construction/ROW Inspector for the project construction to ensure construction activities meet City standards and permit requirements. With construction occurring at multiple locations with different contractors it is important to have a "Lead" that can coordinate between projects/permits, provide assistance when needed and communicate issues with Contractors and Sound Transit.

Typical tasks include:

- Assisting the Construction Supervisor in managing inspection work for Sound Transit projects;
- Manage three construction inspectors;
- Organize material testing and documentation services;
- Manage one full-time Project Coordinator;
- Coordination with ongoing current ROW inspections not related to Sound Transit projects;
- Coordination with City Operations/Maintenance and third-party utilities;
- Coordinate and communicate issues or problems with Sound Transit, Contractors, utility companies and/or other City staff to reach solutions;
- Work with citizens, residents to answer questions and resolve issues;
- Review 30%, 60%, 90% and final plans for all Right of Way work; specifically review construction feasibility and construction impacts such as haul routes, staging areas, and noise; and
- Maintain oversight of all permits in construction areas including anticipating/identifying

conflicts or problems between permit activities.

1.1.10 Wastewater Utility Specialist

The City shall assign a Wastewater Utility Specialist, Engineer I, and/or consultant for the project. This position will provide design review and applicable inspection services for the IP90 milestone and wastewater permit submittals as it pertains to wastewater utility operations and permitting. This position will coordinate with the City's contract engineers and City staff reviewing and permitting the light rail project to ensure continued safe operations of the sanitary sewer collection system during and after light rail construction.

Project responsibilities will include:

- Serve as the lead wastewater operations reviewer and prepare comments on the IP90%, 90%, and 100% construction permitting submittal and associated reports for the sewer-related work proposed as part of this project;
- Serve as lead reviewer for processing the following permit types: Sewer Availability Request, Developer Extensions, Industrial Wastewater Discharge, Wastewater cap-off, Wastewater new connection, or Wastewater repair permits;
- Serve as lead inspector for visiting work sites and performing field inspections required for review or permit inspection;
- Provide sewer as-built information and update the related Geographic Information system databases to ensure LLE project changes are accurately incorporated into these records; and
- Attend weekly internal coordination meetings and ad hoc and biweekly agency coordination meetings regarding design and permitting as needed.

SECTION 2: CONSTRUCTION SERVICES STAFFING AND RESOURCES COVERED

Sound Transit expects to start construction for the L200 and L300 Early Work Package in Q1 of 2019. Main Package – guideway, station areas, and ancillary facilities – construction is expected to start in Q3 or Q4 of 2019. Sound Transit anticipates that an unknown number of permit revisions will need to be submitted based on contractor designed items and unanticipated changes to design need to be made due to specific circumstances in the field, related to availability of materials, or other unknown issues that arise during construction. The City shall perform all inspections and review of special inspections for all building permits, ROW use permits, Wastewater Utility permits, and site development permits required and issued by the City. Additionally, the City shall perform timely review of permit revisions, supplemental submittals, and additional permit applications upon receipt and return of unified and coordinated comments and corrections or approvals from all relevant City departments to Sound Transit and its designated contractor(s) for all required construction permits.

In order to proactively work through construction issues, reduce the amount of time required for formal review of revisions and supplementary submittals, as well as any corrections that arise in the course of inspections, key City staff will attend the L200 and L300 weekly progress meetings, and other regular meetings as needed, with the Sound Transit GCCM team. City staff will also meet regularly with L800 Systems Contract construction management and contractor representatives for coordination and communication of City requirements for the overhead catenary power system and train/stations communications systems scope of work on the Project.

The City owns and operates the public Rights-of-Way, surface water facilities, and parks. The City operated the Wastewater Utility facilities on behalf of Ronald Wastewater District from October 2017 through April 2021 when the City assumed the Wastewater District. City of Shoreline Police Department is staffed through contracted law enforcement services with the King County Sheriff's Office. The City does not own or operate water, electricity, telecommunications, or gas utilities within the City limits, but there are franchise agreements between the City and these utility providers that may be applicable to this Project. The positions and tasks described in this section are intended to cover the construction services that are within the normal scope of services provided directly by the City and will not include work that the City normally relies on project contracts or other utilities to provide.

2.1 Overview of Positions Required

2.1.1 City Construction Coordinator (City Project Manager for Construction Services)

The City Project Manager for Construction Services, referred to as the City Construction Coordinator in the Agreement, will be the City's primary point of contact during the construction phase of the Light Rail project and will provide central coordination of all revision submittal reviews and comments, inspections, and issue resolution from all the City Departments. The City Project Manager for Construction Services shall participate in ad hoc and regularly scheduled construction and coordination meetings. The City Project Manager for Construction Services shall also be responsible for identifying and disclosing to Sound Transit, as soon as practicable, any other projects or proposals (e.g. utility projects, transportation projects, private development projects) that have the potential to conflict or interfere with the expeditious design and construction of the Project. Maintenance of the City's permit and construction documentation for multiple permits occurring simultaneously at different locations will also be the responsibility of the City Project Manager for Construction Services.

The City Project Manager for Construction Services shall communicate regularly with Sound Transit and the project Contractors to discuss the status of the tasks to be performed, identify upcoming Project decisions and any information or input necessary to inform those decisions, discuss any substantial changes to the Project, and resolve any issues or disputes related to the Project, consistent with this Agreement. The City Project Manager for Construction Services will also coordinate with Sound Transit on any additional negotiations of agreements or plans necessary for all identified permit conditions and required project mitigation.

Responsibilities include:

- Provide monthly progress reports and invoicing to Sound Transit in accordance with Section 5 of the Agreement.
- Lead coordination for the City between the City and Sound Transit for the inspection of project construction, review of permit revision submittals, as-built submittals, and final permit close-out of all construction permits for light rail stations, garages in Shoreline, light rail track alignment, and other associated structures.
- Support and coordinate with Lead and other Construction/ROW Inspectors by coordinating inspection requests, preparing for meetings, maintaining meeting agendas and minutes, and documenting/tracking issues and resolutions.
- Manage all construction-related correspondence, inspectors' daily reports, material testing records, etc.

- Provide coordination with Shoreline Fire Department and Shoreline Police as needed during construction.
- Lead weekly internal coordination meetings with City Staff. Attend ad hoc and regular project construction and coordination meetings with Sound Transit staff and construction contractors.
- Lead City's ongoing coordination with Sound Transit staff and construction contractors on utility relocations, roadway realignment, haul routes, park impacts, and similar construction issues.
- Coordinate and support transfer of permit plans and as-built data by the GIS Technician to CityWorks asset management and GIS.
- Develop local codes, policies, agreement components, and procedures related to light rail construction and ongoing services.
- Lead response to inquiries from City staff, Council, and Citizens.

2.1.2 Project Administrative Assistant

This position will support the City Project Manager for Construction Services and Shoreline staff's construction inspections and review of revision and supplementary submittals for the Lynnwood Link Light Rail project. The Administrative Assistant will also support the communication and coordination of planning and engineering work activities among Shoreline staff, ST agency staff and their contractor team. Specific duties include:

- Distributing revision and supplementary submittal documents to City staff or consultants for review, tracking, and compiling reviewer comments, following up on comments to submittals, special inspection reports, and as-built reviews, etc.
- Providing support to the Light Rail Construction project team and internal meetings as assigned - preparing meeting materials and summarizing meeting discussions and outcomes.
- Supporting the City Project Manager for Construction Services with management of all construction-related correspondence, inspectors' daily reports, material testing records, etc.
- Supporting the Permit Technician and Inspectors with inputting project documents into the City's permit system and SharePoint sites. Establishing and maintaining permanent hard files and soft (permit system and SharePoint) copies of project files.
- Assisting in maintenance of the City's Sound Transit information web pages.
- Archiving records related to this project for all staff working on the project.

2.1.3 Senior Planner(s)

The City's Senior Planner(s) will manage and conduct revision review process for project construction permits as well as review of additional permits submitted for the project. This position will coordinate all facets of development review: plans examination, zoning and design review, critical area review, site development and storm water and utilities coordination. This position will also coordinate inspections by the City's qualified professionals for inspections required related to trees, critical areas, and noise. Project responsibilities will include:

- Serve as the lead zoning reviewer and prepare comments on permit revision submittals, as-built submittals, and final permit close-out of all construction permits submittal and associated reports for the stations, garages, sites, and associated structures for compliance with SMC Title 20.
- Serve as lead to ensure that all zoning and development code permit requirements and conditions are met for the following types of permits: Special Use permit, Tree Removal permits, Lot Line Adjustments/Lot Mergers/Subdivisions, Demolition permits, Sign permits, Administrative Design Review, Temporary Use Permits, Interpretations of Development Code, Variances, and Critical Area Special Use permit(s).
- Conduct zoning related inspections or coordinate the City's contracted qualified professionals to complete inspections related to trees, critical areas, landscaping, and noise.
- Attending weekly internal coordination meetings and ad hoc and biweekly contractor coordination meetings regarding construction as needed.
- Attend weekly internal coordination meetings as well as ad hoc and regular project construction and coordination meetings with Sound Transit staff and construction contractors as needed.
- Updating the City's website and provide Currents articles with ongoing information about the project.
- Responding to walk-in/phone-in/write-in questions/complaints/concerns directed to the City about the permitting and construction of the Lynnwood Link Extension project.
- Responding to walk-in/phone-in/write-in questions/complaints/concerns directed to the City about the construction of the Lynnwood Link Extension project.

2.1.4 Permit Technician

- The Permit Technician will perform such duties as:
- Processing (intake and issuance) of all permits as described in **Exhibit A-2**.
- Logging all revisions, supplementary submittals, and as-built plans submitted for all required project permits in the permit tracking system and routing them to the permit project managers.
- Setting up file and/or electronic submittal sets to distribute to reviewers.
- Provide support to ST staff and contractors answering questions regarding permit submittal, revision and supplemental submittals, and issuance.

2.1.5 Building Official

The Building official will provide building code interpretation and application decision-making for construction permits as questions or issues arise.

2.1.6 Building Inspector

The Building Inspector will provide combination inspection services for all construction permits issued by the City on light rail structures (excluding elevated guideway), station sites, and related ancillary structures and facilities not located within the City's Rights-of-Way. The City anticipates a combination of designating City staff to the project and contracting with a consultant to perform these inspections. The Parties acknowledge that Sound Transit will be performing inspections of its own work and that the City Building Inspector's role will be limited to conducting inspections for the purpose of satisfying the City's permitting requirements; he or she will not perform full-time inspection work for Sound Transit.

Project responsibilities will include:

- Ongoing combination building inspections (excluding electrical inspections) of two light rail stations and ancillary structures along the light rail track alignment.
- Review of erosion and sedimentation control monitoring reports from contractor and site inspection when issues arise.
- Review and approval of special inspection reports as required for these construction permits.
- Coordination with Senior Planner and qualified professionals to ensure that tree, critical area, and landscaping inspections are completed when requested.
- Input of inspection approvals and corrections in the City's permitting system and communication of inspection results to Sound Transit and the contractors.
- Coordination with the Lead Construction/ROW Inspector to ensure that all required inspections are completed where structures and facilities cross current property lines between City ROW and parcel properties or WSDOT Limited Access. Street vacation and final adjustments of property lines may not yet be completed at the time of early construction inspections so determination of which inspector needs to inspect will need to be made.
- Attend weekly internal coordination meetings and ad hoc and regular project construction and coordination meetings with Sound Transit staff and construction contractors.

2.1.7 Structural Plans Examiner

The City shall contract with a Structural Plans Examiner (consultant) to be assigned the Lynnwood Link Extension project as needed. This position will perform plans examination as needed for the stations, garages, ancillary buildings, miscellaneous structures (retaining walls, noise walls, signs, fire access stairs) for revision and supplementary permit submittals during the construction phase. As determined necessary by the City, this position will be tasked with:

- Review of all required structural and non-structural construction plans and calculations for compliance with the City's adopted construction and building codes as listed in SMC Title 15, with the Regulations for Barrier Free Facilities and Energy Codes.
- Prepare initial and revised written comments following review of all required structural and non-structural construction plans and calculations in response to permit revision submittals, supplementary design submittals provided by the contractors, and additional related to additional building permits submitted during the construction phase.
- Attend weekly internal coordination meeting, biweekly agency coordination meetings and ad hoc meetings relating to design, permitting, and construction as needed.

2.1.8 City Engineer II (DRE/CP)

A City Development Review Engineer or Capital Projects Manager will support the ROW and Combination Building Inspectors as needed during the construction phase of the Project, including tasks such as:

- Provide review of permit revisions and supplemental submittals during the construction phase of the project.
- Provide decisions on questions from inspectors related to civil design conditions and

requirements as needed.

- Facilitate consolidated communication of review comments, responses to questions, or other requested decision from various Public Works positions providing review or decision direction during the construction phase.

2.1.9 Traffic Engineer or Engineer II (Traffic/DRE/CP)

The Traffic Engineer or other assigned Engineer II will provide traffic control plan review as needed during construction and will provide decision-making for revisions or supplementary submittals traffic control construction plans and as questions or issues arise during the construction phase.

2.1.10 Wastewater Utility Specialist

The assigned Wastewater Utility Specialist, Engineer I, and/or consultant will inspect sewer cap-offs and new sewer connections. This position will also provide review services for the supplementary wastewater permit submittals or revisions as it pertains to wastewater utility operations and permitting. This position will coordinate with the City's contract engineers and City staff to ensure continued safe operations of the sanitary sewer collection system during and after light rail construction.

Project responsibilities will include:

- Serve as the lead wastewater operations reviewer and prepare comments on revisions or supplemental construction permit submittals, including shop drawings and product data, and associated reports during construction of sewer-related work proposed as part of this project;
- Serve as lead reviewer for processing the following permit types: Sewer Availability Request, Developer Extensions, Industrial Wastewater Discharge, Wastewater cap-off permits, Wastewater new connection permits, or Wastewater repair permits;
- Serve as lead inspector for visiting work sites and performing field inspections required for review or permit inspection;
- Review of new wastewater easements, preparation of Release of Easements for wastewater easements that are no longer needed, and all documentation required for conveyance of the Project-constructed wastewater facilities to the City;
- Review sewer as-built information, verification of accuracy, and update of the City's Geographic Information system and asset management system to ensure LLE project changes are accurately incorporated into these records; and
- Attend weekly internal coordination meetings and ad hoc and biweekly contractor coordination meetings regarding design and permitting as needed.

2.1.11 Lead Construction/ROW Inspector

This position will perform inspection of all construction activities in the Right of Way and City Parks to ensure projects meet permit requirements, City and other codes or standards. Multiple projects will be occurring in multiple locations by multiple contractors which will require multiple inspectors.

Based on current information the following projects/phases will require frequent inspections:

- Frontage and other improvements at Shoreline South/145th Station
- Frontage and other improvements at Shoreline North/185th Station
- Realignment of roadways and other impacts associated with track construction
- Construction and mitigation installation at City Parks
- Utility relocations associated with all elements of the project
- Other capital projects associated with mitigation (i.e. sidewalks, signal reconstruction, surface water facilities)

Typical tasks include:

- Ongoing inspection of two light rail stations and light rail track alignment and structures (civil, utilities, frontage improvements, roadway relocations, street landscaping, etc.);
- Inspect for adequate traffic control;
- Coordinate with City and third-party utilities during construction;
- Maintaining clear written, photographic, and video records of all construction under permits;
- Inspection of separate capital projects related to Sound Transit Lynnwood Link projects;
- Coordination with the Building Inspector to ensure that all required inspections are completed where structures and facilities cross current property lines between City ROW and parcel properties or WSDOT Limited Access. Street vacation and final adjustments of property lines may not yet be completed at the time of early construction inspections so determination of which inspector needs to inspect will need to be made.

2.1.12 Construction/ROW Inspector

When ROW Inspection work exceeds the capacity of the Lead Construction/ROW inspector another Construction/ROW Inspector will be assigned to the project. The position responsibilities will be a subset of those described for the Lead Construction/ROW Inspector

2.1.13 Senior Parks Maintenance Worker

This position will provide coordination of work within City parks and review/approval of revisions related to parks properties (Twin Ponds, Ronald Bog, Ridgecrest Park).

2.1.14 GIS Technician

The GIS Technician will complete input of changes to City assets planned based on approved permit drawings then will revise and finalize these changes based on final as-built drawings and records in both the City GIS and the asset management systems.

2.1.15 Qualified Professional Consultants

For review of revisions and inspections related to Trees, Geologic Hazard Areas, Fish and

Wildlife Habitat Conservation Areas, and Wetlands.

SECTION 3: STAFFING AND RESOURCES COVERED FOR POST-REVENUE SERVICE SUPPORT

Sound Transit expects to start revenue service of the Project by July 2024, or later if revised by the Sound Transit Board. The SUP and other land use and construction permits for the Project include conditions that require maintenance, monitoring, defect repair, and mitigation implementation after the start of revenue service. The positions and tasks described in this section are intended to cover the Post-Revenue Service Support as defined in Section 1.7 of this Agreement that will be carried out by City staff or consultants and reimbursed under this Agreement.

3.1 Overview of Positions Required

3.1.1 City Agreement Coordinator

The City Agreement Coordinator for Post-Revenue Service Support will be the City's primary point of contact during the post-revenue service phase of the Project and will provide central coordination of all submittal reviews and comments, inspections, verification of condition satisfaction, and issue resolution from all City Departments. The City Agreement Coordinator shall participate in ad hoc and regularly scheduled post-revenue service coordination meetings.

The City Agreement Coordinator shall communicate regularly with Sound Transit to discuss the status of the tasks to be performed, identify upcoming Project activities and any information or input necessary to inform those activities, and resolve any issues or disputes related to the Post-Revenue Service Support activities for the Project, consistent with this Agreement. The City Agreement Coordinator will also coordinate with Sound Transit on any additional negotiations of agreements or plans necessary for all identified permit conditions and required project mitigation.

Responsibilities include:

- Review and submit monthly progress reports and invoicing to Sound Transit in accordance with Section 5 of the Agreement.
- Support City staff to schedule meetings as needed internally or with Sound Transit representatives, including preparing meeting materials and summarizing meeting discussions and outcomes. Attend ad hoc and regular project construction and coordination meetings with Sound Transit staff and construction contractors.
- Lead coordination for the City between the City staff or consultants and Sound Transit for the closeout inspections of project construction, review report or correction related submittals, and final permit close-out and mitigation activities required post-revenue service.
- Verify and document compliance with all remaining permit conditions, excluding ongoing conditions that apply for as long as the light rail system exists, in coordination with City staff and consultants, based on information supplied by City staff including approvals of reports or other submitted documentation, PASSED inspection results, or other confirmation documenting successful completion of required mitigation and post-revenue service close out requirements.

3.1.2 Project Administrative Assistant

This position will support the City Agreement Coordinator and coordination meetings with Sound Transit for the Project. Specific duties include:

- Preparing monthly invoices including draft progress reports and compiling supporting documentation such as consultant invoices, staff hours, and permit fees for inspections or submittal reviews.

3.1.3 Planner

The City's assigned Planner(s) or consultant(s) will provide post-revenue service review, inspection, and closeout documentations services as necessary to determine compliance with Project land use and construction permit conditions and the related Shoreline development code requirements.

Project responsibilities will include:

- Review and approve all critical area monitoring reports required for Project compliance with SMC Title 20.80 and conditions of Project's Critical Area Special Use Permits and construction permits. Coordinate qualified professional review or inspection related to areas not meeting performance standards and adding permit fees for consultant costs and staff time for corrective actions not covered under this agreement.
- Conduct zoning-related end of maintenance period inspections for replacement trees and required landscape buffers.
- Direct the work of consultants if used to complete the required report reviews and maintenance inspections and document results in the relevant permit records.
- Process release of Performance or Maintenance/Defect/Monitoring Agreements following successful completion of critical area monitoring periods and end of maintenance period inspections of trees and landscape buffers.
- Attend internal and external meetings related to compliance with Project permit conditions as needed.

3.1.4 Permit Technician

The Permit Technician will perform such duties as:

- Processing (intake, routing, and issuance) of reports or correction responses required to meet post-revenue service permit conditions and closeout requirements.
- Provide support to Sound Transit staff and contractors by answering questions regarding permit submittal, revision and supplemental submittals, and issuance.

3.1.5 Traffic Engineer

The Traffic Engineer or other assigned Engineer will support Sound Transit development of the scopes for the Traffic and Parking Mitigation studies, support public outreach as required for development of these mitigation plans, and provide review of the proposed Traffic and Parking Mitigation plans developed by Sound Transit based on both the study results and public input.

The Traffic Engineer will perform such duties as:

- Review and provide feedback and final acceptance to Sound Transit on the required studies for both Traffic and Parking Mitigation requirements in SUP Conditions C.10 and J.1.
- Support required public outreach for development of the studies and plans for both the Traffic and Parking Mitigation.
- Review, comment, and approve mitigation plans developed by Sound Transit based on the study results and public input for both the Traffic and Parking Mitigation requirements in SUP Conditions C.10 and J.1.
- Negotiate, if needed, any agreement(s) with Sound Transit related to implementation of the final approved Traffic and Parking Mitigation plans to cover terms and reimbursement for City staff time and/or City implementation of the mitigation plans on behalf of Sound Transit.
- Attend internal and external meetings related to compliance with Project Permit conditions as needed.

3.1.6 Wastewater Utility Specialist

The assigned Wastewater Utility Specialist, Engineer I, and/or consultant will complete any remaining close-out inspections, corrections, and final documentation at the end of the maintenance period for wastewater facilities constructed or modified by the Project. This position will coordinate with the City's contract engineers and City staff to ensure continued safe operations of the sanitary sewer collection system after light rail revenue service operations begin.

The Wastewater Utility Specialist will perform such duties as:

- Conduct remaining wastewater end of maintenance period inspections for new and modified wastewater facilities.
- Direct the work of consultants, if used, to complete the required maintenance-period inspections and document results in the relevant permit records.
- Process all remaining inspections, special releases, agreements, and documents for the new and modified existing wastewater facilities constructed by the Project as required by permit conditions or the standards of the 2021 Engineering Development Manual – Division 4 Wastewater, adopted to regulate changes to the assumed wastewater utility system.
- Attending internal and external meetings related to compliance with Project Permit conditions as needed.

3.1.7 Construction/ROW Inspector

This position will perform inspection of all post-revenue service-related inspections and close-out documentation activities in the Right of Way and City Parks to ensure projects meet permit and code requirements.

The Construction/ROW Inspector will perform such duties as:

- Frontage Improvement maintenance period close-out inspections;

- Inspection of corrections and related traffic control;
- Coordinate with City and third-party utilities during repair or construction of corrective measures; and
- Process maintenance period closeout documentation.

3.1.8 GIS Technician

The GIS Technician will finalize any remaining updates of planned Project improvements based on final as-built drawings and CAD file submittal in both the City GIS and the asset management systems.

3.1.9 Qualified Professional Consultants

For maintenance period close-out inspections or correction reviews related to Trees, Landscape Buffers, Geologic Hazard Areas, Fish and Wildlife Habitat Conservation Areas, and Wetlands.

EXHIBIT C-3:

Exhibit C-3: Estimated Costs for Final Design Review, Permit Processes, Construction Services, and Post-Revenue Service Support

Support Cost Actuals and Estimates

Design Review, Permit Processes, and Construction Services Costs

Total Invoiced 2016 - 2021				\$	4,952,341
	2022 Actuals & Estimates	2023 Estimates	2024 Estimates	Totals	
City Staff					
Project Management and Support	\$ 355,521	\$ 303,424	\$ 252,506	\$ 911,451	
Permit Processing and Review	\$ 7,997	\$ 16,381	\$ 6,022	\$ 30,399	
Engineering Review	\$ 27,140	\$ 25,022	\$ 12,685	\$ 64,847	
ROW and WW Inspections	\$ 118,774	\$ 174,195	\$ 24,462	\$ 317,431	
GIS/Asset Data Management	\$ -	\$ 35,506	\$ 36,633	\$ 72,139	
Consultants					
Plan Review & Building/Site Inspections	\$ 252,046	\$ 311,300	\$ 117,322	\$ 680,668	
Engineering Development Review	\$ 98,194	\$ 78,750	\$ 16,459	\$ 193,403	
Structural Engineering Review	\$ 34,739	\$ 32,948	\$ -	\$ 67,687	
Arborist Reviews and Inspections	\$ 3,850	\$ 28,870	\$ 16,020	\$ 48,740	
Critical Area Reviews and Inspections	\$ 7,365	\$ 8,038	\$ -	\$ 15,403	
Noise Reviews and Inspections	\$ 2,672	\$ -	\$ -	\$ 2,672	
Traffic Control Reviews and Inspections	\$ 746	\$ 17,000	\$ -	\$ 17,746	
Hearing Examiner	\$ -	\$ 4,375	\$ -	\$ 4,375	
Other					
Public Notices	\$ 375	\$ 561	\$ -	\$ 936	
Contractor Fee Credits	\$ (6,149)	NA	NA	\$ (6,149)	
Annual Totals	\$ 903,269	\$ 1,036,371	\$ 482,108		
Estimate At Completion Total				\$	7,374,089

Post-Revenue Service Support Costs	Unit Cost	Hours		Total
Critical Area Monitoring Reports and Closeout				
City Reviews of monitoring reports	\$220-303/hr	246		\$ 61,121
Replacement Tree & Landscape Maintenance Period Closeout				
City Inspections of replacement trees and landscape areas	\$281/hr	315		\$ 88,583
Frontage Improvements Maintenance Period Closeout				
City Inspections of frontage improvements including utilities	\$270/hr	60		\$ 16,224
Traffic Mitigation				
City Time related to required study, public outreach, design development, and plan approval	\$250/hr	800		\$ 200,000
Parking Mitigation				
City Time related to required study, public outreach, design development, and plan approval	\$250/hr	80		\$ 20,000
Lot Mergers/Lot Line Adjustments				
City Time for intake, review, and issuance of lot mergers or lot line adjustments	\$260/hr	48		\$ 12,000
Administrative Support				
City Staff time for Agreement Management	\$85-\$112/hr	220		\$ 76,943
City Staff time for Agreement Invoicing	\$72-\$95/hr	330		\$ 26,076
Estimate for Post Revenue Services				\$ 500,947
Total Project Services Estimate				\$ 7,875,036

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute a Contract with Stepherson and Associates Communications for Community Engagement for the Parks, Recreation, Open Space, and Arts (PROSA) Plan and Preliminary work on the Public Participation Plan for the 2024 Comprehensive Plan Update
DEPARTMENT:	Planning and Community Development
PRESENTED BY:	Jacob Bilbo, Parks Bond Project Manager Andrew Bauer, Planning Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Updates to the Parks, Recreation, Open Space, and Arts (PROSA) Plan and Comprehensive Plan are both underway. The PROSA Plan is on schedule for Council action by the end of 2023, and the Comprehensive Plan is on track for Council action by the end of 2024.

The Recreation, Cultural, and Community Services (RCCS) Department and Planning and Community Development Department partnered in the selection of an outreach and engagement consultant with an understanding of equity/anti-racist related to government engagement efforts. Stepherson and Associates (S&A) was selected after a competitive Request for Proposals (RFP) process.

Tonight, staff is seeking Council authorization for the City Manager to execute an amendment with S&A to continue their support in the ongoing community engagement with the updates to the PROSA and Comprehensive Plans.

FINANCIAL IMPACT:

The PROSA Plan update is funded through CIP, General Capital, and RCCS Admin. The Comprehensive Plan update will be funded through a combination of City general fund appropriations authorized in the 2023-24 Biennium Budget and Washington State Department of Commerce grant funds in the amount of \$175,000 (first half to be distributed first half of 2023 and second half in late 2023-24). Funds for both projects will be used to support the services authorized by the contract with S&A.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an amendment to the professional services contract with S&A in the amount of \$28,000 to continue support in the ongoing community engagement with the updates to the

PROSA and Comprehensive Plans. The total amount of the contract, with the amendment, would be \$164,650.

Approved By: City Manager **BE** City Attorney **JA-T**

BACKGROUND

The PROSA Plan update and Comprehensive Plan update are both underway. The RCCS Department and Planning and Community Development Department partnered in the selection of an outreach and engagement consultant with an understanding of equity/anti-racist related to government engagement efforts. S&A was selected after a competitive RFP process to assist the City on both plan updates.

On November 7, 2022, the City Council adopted [Resolution No. 502](#), establishing the scope and schedule for the Comprehensive Plan update. On February 27, 2023 Council adopted [Resolution No. 506](#), approving the Public Participation Plan for the Comprehensive Plan update.

On August 22, 2022, the City entered into a contract with S&A in the amount of \$50,000 to begin work on the PROSA Plan community engagement and to start preliminary work on the Public Participation Plan as part of the Comprehensive Plan update.

On December 22, 2022, an amendment to the contract was executed to expand the scope to include additional public engagement services including core PROSA messaging and material development support, an online open house, in-person open house, workshops/focus groups, intercept/tabling events, standing input displays, reporting back to the community, and limited Parks Bond communication support. The amendment added \$86,650 to the contract, bringing the total to \$136,650.

DISCUSSION

The 2024 Comprehensive Plan update is underway and is preparing for the initial phase of community engagement to tentatively begin in April. The proposed second amendment to the contract would revise the scope of work to include the final preparation of the Public Participation Plan and revise the contract amount by \$28,000, bringing the total contract amount to \$164,650. This amendment will cover the work already completed by the consultant team.

FINANCIAL IMPACT

The PROSA Plan update is funded through CIP, General Capital, and RCCS Admin. The Comprehensive Plan update will be funded through a combination of City general fund appropriations authorized in the 2023-24 Biennium Budget and Washington State Department of Commerce grant funds in the amount of \$175,000 (first half to be distributed first half of 2023 and second half in late 2023-24). Funds for both projects will be used to support the services authorized by the contract with S&A.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an amendment to the professional services contract with S&A in the amount of \$28,000 to continue support in the ongoing community engagement with the updates to the PROSA and Comprehensive Plans. The total amount of the contract, with the amendment, would be \$164,650.

ATTACHMENTS

Attachment A – Agreement for Services with Amendment(s) and Scope of Work



**SECOND AMENDMENT TO CONTRACT FOR SERVICES
(ORIGINAL CONTRACT NUMBER: 10365)**

Whereas an agreement was entered into by and between the City of Shoreline, Washington, and Stepherson & Associates Communications on August 22, 2022; and said agreement was last amended on December 22, 2022; and

Whereas the parties desire to amend said agreement once again in order to reflect a change of circumstances, to wit:

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Existing Agreement Amended:**

The City and Stepherson & Associates Communications entered into an agreement on August 22, 2022 identified as: Equitable Engagement Strategy for the PROS Plan and Comprehensive Plan Updates.

The City and Stepherson & Associates Communications entered into an amendment to said agreement, identified as First Amendment No. 10365.01, dated December 22, 2022.

The parties hereby amend the original agreement as amended.

2. **Amendment to Existing Agreement:** The agreement is amended in the following respect(s):

Amend Section 1 to reflect additional services related to the public participation plan, public material preparation support, and Phase 1 support for project introduction and visioning as detailed in attachment A-2.

Amend Section 2A to increase the total compensation amount by \$28,000.

3. **Terms and Conditions of Existing Agreement Remain the Same:** The parties agree that, except as specifically provided in this amendment, the terms and conditions of the existing agreement continue in full force and effect.

CITY OF SHORELINE

CONSULTANT

Name:

Name:

Title:

Title:

Date:

Date:

Shoreline Comprehensive Plan Amendment – Draft Scope and Budget Stepherson & Associates Communications

Budget: \$28,000

Assumptions

- This amendment is anticipated to cover completion of early outreach activities through February 2023. All work performed will be in accordance with CITY guidelines, as applicable.
- CITY will lead media outreach and coordination with other public agencies.
- CONSULTANT's work billed on staff time and material. Based on CONSULTANT's level of effort and scope a future amendment be needed. All approved direct expenses will be paid by or billed directly to CITY.
- Online open house platform will be infocommunity. Translation of content will be through a translation app.
- CITY will lead content development and coordinate promotions of engagement opportunities with CONSULTANT. City communications channels (e.g., email, web, social media, mail, newsletters, etc.).

Public Participation Plan

The CONSULTANT will finalize a Public Participation Plan (Plan), which details how public participation will occur throughout all phases of the Comprehensive Plan update. The Plan will include preliminary list of stakeholder groups, team roles/responsibilities and engagement approach, tools and tactics. The Plan will also detail how CONSULTANT will collaborate with CITY to implement an equity-centered approach and how CONSULTANT and CITY will strive to break down barriers to participation for those that are not typically involved in planning projects. Once the Plan has been approved by the CITY, the CONSULTANT will develop and manage a detailed work plan.

Public Materials

The CONSULTANT will provide limited support to the City in preparing public-facing materials for three phases of public participation, such as a project factsheet, Frequently Asked Questions, topic sheets, PowerPoint presentations, posters, promotional materials, mailers, digital content and webpage updates to the City of Shoreline's Comprehensive Plan webpage. CONSULTANT will support materials preparation with an emphasis on accessibility of content for key audiences. The CONSULTANT will manage an outreach materials development work schedule and lead translation of key materials in up to 5 languages that will be determined by CITY.

Public Participation

CONSULTANT will start to provide Phase 1 support for **Project Introduction and Visioning** (introduction and information gathering):

- Plan, schedule, conduct and report on interviews with up to six Title VI Community Based-Organizations (CBOs).

- Develop content, test and report on an online open house and survey, including developing a geo-locational map.
- Review and synthesize results of survey (for internal CITY staff).
- Support preparing for and reporting to Council and Planning Commission.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of Resolution No. 509 - Authorizing the City Manager to Reject all Bids for Construction of the Midblock Crossing & Citywide Rectangular Rapid Flashing Beacons and Radar Speed Signs Project
DEPARTMENT:	Public Works
PRESENTED BY:	Elizabeth Kelly, Interim City Engineer
ACTION:	<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City was awarded a \$1,377,500 City Safety Program grant for design, right-of-way acquisition, and construction of pedestrian safety improvements on NW Richmond Beach Road and other city-wide safety improvements. The project will construct a new mid-block crosswalk and median island on NW Richmond Beach Road between 3rd Avenue NW and 8th Avenue NW near existing King County bus stops; install pedestrian-activated, rectangular rapid flashing beacons (RRFB's) at the mid-block crosswalk and install pedestrian-level lighting on NW Richmond Beach Road within the project limits. The project will also install RRFB systems at nine additional locations throughout the City and Radar Speed Signs (RSS) at three locations in the City.

Between February 17 and March 14, 2023, the City solicited bids for contractors to construct the Midblock Crossing and Citywide RRFB and RSS Project as Bid #10193. During bid review, it was brought to staff's attention by the funding agency (WSDOT) that the supplemental bidding criteria included in the bid documents was not approved for federal funding. The City has been directed by the funding agency to reject all bids and re-bid the project. Staff is requesting that the City Council authorize the City Manager to reject all bids via proposed Resolution No. 509 in advance of re-bidding the project without the supplemental criteria.

RESOURCE/FINANCIAL IMPACT:

There is no financial impact to rejecting all bids for this project. If the project is re-bid as recommended by staff, funding for the project has already been identified. In 2019, the City was awarded City Safety Program grant funding of \$1,377,500 through the Highway Safety Improvement Program (HSIP) for design, right-of-way acquisition and construction of this project. The grant covers 90% funding of design and 100% funding of construction. The remainder of the project funding will be provided by the Roads Capital Fund.

RECOMMENDATION

Staff recommends that City Council adopt Resolution No. 509 to reject all bids for bid number 10193: Midblock Crossing & Citywide Rectangular Rapid Flashing Beacons and Radar Speed Signs Project.

Approved By: City Manager **BE** City Attorney **JA-T**

BACKGROUND

The City's 2018 Traffic Report indicated that 39% of the 46 injury and fatal collisions in Shoreline between 2010 and 2016 involved a pedestrian. As a percentage of overall injury collisions, the number of non-motorized (pedestrian and bicycle) collisions is rising. In mid-2018, staff sought grant funding for improvements on a number of the identified segments, focusing on reducing the numbers of pedestrian and bicycle injury collisions.

The City was awarded a \$1,377,500 City Safety Program grant for design, right-of-way, acquisition, and construction of pedestrian safety improvements on NW Richmond Beach Road. The project will construct a new mid-block crosswalk and median island on NW Richmond Beach Road between 3rd Avenue NW and 8th Avenue NW near existing King County bus stops; install pedestrian-activated flashing beacons at the mid-block crosswalk and install pedestrian-level lighting on NW Richmond Beach Road within the project limits. Additionally, the project will install pedestrian-activated flashing beacons in nine locations and radar speed-feedback signs in three locations Citywide.

On November 18, 2019, Council authorized the City Manager to obligate this grant funding and begin design. The staff report for the authorization of this grant can be found at the following link: [November 18, 2019 Staff Report](#).

DISCUSSION

Between February 17, 2023 and March 14, 2023, the City solicited bids for contractors to construct the Project under Bid # 10193. Bids were opened March 14, 2023, and three bids were received as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Blue Mountain Construction Group	\$1,363,817.00
Kamins Construction, Inc.	\$1,689,600.90
Transportation Systems Inc.	\$1,947,081.00

While reviewing the bids for responsiveness, staff from the funding agency (WSDOT) notified City staff that the supplemental bidding criteria included in the bid documents had not been approved by WSDOT headquarters and was not compliant with federal funding requirements. For this reason, WSDOT staff directed the City to reject all bids and re-bid the project without the supplemental criteria.

The engineer's estimate for construction of the Project is \$1,100,000. Construction is anticipated to start in mid-2023 and be completed within 80 working days.

To formally reject all of the bids for this project, Council must adopt a resolution to this effect. Staff is therefore requesting that the City Council authorize the City Manager to reject all bids via proposed Resolution No. 509 (Attachment A) in advance of re-bidding the project without the supplemental criteria.

COUNCIL GOAL(S) ADDRESSED

This project generally helps to implement City Council Goal 2: continue to deliver highly valued public services through management of the City's infrastructure and stewardship of the natural environment.

RESOURCE/FINANCIAL IMPACT

There is no financial impact to rejecting all bids for this project. If the project is re-bid as recommended by staff, funding for the project has already been identified. In 2019, the City was awarded City Safety Program grant funding of \$1,377,500 through the Highway Safety Improvement Program (HSIP) for design, right-of-way acquisition and construction of this project. The grant covers 90% funding of design and 100% funding of construction. The remainder of the project funding will be provided by the Roads Capital Fund.

RECOMMENDATION

Staff recommends that City Council adopt Resolution No. 509 to reject all bids for bid number 10193: Midblock Crossing & Citywide Rectangular Rapid Flashing Beacons and Radar Speed Signs Project.

ATTACHMENTS

Attachment A – Proposed Resolution No. 509

RESOLUTION NO. 509

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, REJECTING ALL BIDS FOR BID NUMBER 10193: MIDBLOCK CROSSING & CITYWIDE FLASHING BEACONS AND RADAR SPEED SIGNS.

WHEREAS, the City of Shoreline has an identified capital improvement public works project for installing midblock crossings, flashing beacons, and radar speed signs at various locations throughout the City; and

WHEREAS, the City solicited sealed public bids for this capital improvement public works project, identified as Bid Number 10193; and

WHEREAS, on March 14, 2023, the City received three (3) bids all of which substantially exceeded the engineer's estimate and the available funding for the project; and

WHEREAS, on March 15, 2023, the City was notified by the Washington State Department of Transportation, the funding agency, that the supplemental bidder criteria for Bid Number 10193 had not been approved by WSDOT prior to bidding and, therefore, the Bid did not satisfy federal funding requirements; and

WHEREAS, pursuant to RCW 35.23.352, the City Council may, by resolution, reject all bids and authorize further calls for bids in the same manner as the original call;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, HEREBY RESOLVES:

All bids received for Bid Number 10193, Midblock Crossing & Citywide Flashing Beacons and Radar Speed Signs are hereby rejected and the Public Works Director is hereby authorized to make further calls for bids in the same manner as the original call for this project.

This Resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED BY THE CITY COUNCIL ON MARCH 20, 2023.

Mayor Keith Scully

ATTEST:

Jessica Simulcik Smith
City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Enter into an Interagency Agreement with Department of Commerce and to Accept \$87,500 in Grant Funding to Support the 2024 Comprehensive Plan Update
DEPARTMENT:	Planning and Community Development
PRESENTED BY:	Andrew Bauer, Planning Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The periodic update to the City’s Comprehensive Plan is underway. The plan is mandated by the Growth Management Act (GMA) to be updated periodically. The last major update of the Plan occurred in 2012. The next update is required to be completed by December 31, 2024.

The Washington State Department of Commerce provides grant funding to local jurisdictions to support the Comprehensive Plan update. The City is eligible to receive a total of \$175,000, with the first half of \$87,500 to be distributed now, and the second half eligible for distribution beginning July 1, 2023 (the start of the state fiscal year). Grant funds will be used to hire consultants related to technical planning/policy analysis, among other tasks necessary to support the update.

Tonight, staff is seeking Council authorization for the City Manager to execute an Interagency Agreement with the Department of Commerce and to accept grant funds in support of the 2024 Comprehensive Plan Update.

FINANCIAL IMPACT:

The \$87,500 grant funds will be used to hire consultants related to technical planning/policy analysis, among other tasks necessary to support the update.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Interagency Agreement with Department of Commerce and accept \$87,500 in grant funding to support the 2024 Comprehensive Plan update.

Approved By: City Manager **BE** City Attorney **MK**

BACKGROUND

The periodic update to the Comprehensive Plan is underway. On November 7, 2022, Council adopted [Resolution No. 502](#), establishing the scope and schedule for the Comprehensive Plan update. On February 27, 2023 Council adopted [Resolution No. 506](#), approving the Public Participation Plan for the Comprehensive Plan update.

A communications consultant has been selected and hired to support in the ongoing implementation of the Public Participation Plan and staff are actively working to hire technical consultants to support with: data and demographic analysis, policy analysis, environmental analysis, and other tasks to update the Comprehensive Plan.

DISCUSSION

The Washington State Department of Commerce provides grant funding to local jurisdictions to support the Comprehensive Plan update. The Commerce grant is a formula-based grant awarded to cities and counties based on their planning status under the Growth Management Act (fully or partially planning) and their population. Based on the criteria established by the state, the City is eligible to receive a total of \$175,000 to support in the 2024 Comprehensive Plan update.

The grant funds provided by Commerce will be used to support the Comprehensive Plan update and will supplement City funds appropriated to the update in the 2023-24 Biennium Budget. The grant will be distributed in two parts, with the first half of \$87,500 to be distributed now, and the second half eligible for distribution beginning July 1, 2023 (the start of the state fiscal year). Grant funds will be used to hire consultants related to technical planning/policy analysis, among other tasks necessary to support the update.

Staff is requesting that Council authorize the City Manager to execute an Interagency Agreement with the Department of Commerce (Attachment A) and accept a \$87,500 grant to support the 2024 Comprehensive Plan update.

FINANCIAL IMPACT

The \$87,500 grant funds will be used to hire consultants related to technical planning/policy analysis, among other tasks necessary to support the update.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Interagency Agreement with Department of Commerce and accept \$87,500 in grant funding to support the 2024 Comprehensive Plan update.

ATTACHMENTS

Attachment A: Interagency Agreement with Department of Commerce



Interagency Agreement with

City of Shoreline

through

Growth Management Services

**Contract Number:
23-63210-035**

For

GMA Periodic Update Grant – FY2023

Dated: Date of Execution

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Face Sheet

Contract Number: 23-63210-035

**Local Government Division
Growth Management Services**

1. Contractor City of Shoreline 17500 Midvale Ave N Shoreline, WA 98133		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Andrew Bauer Planning Manager (206) 801-2513 abauer@shorelinewa.gov		4. COMMERCE Representative Valerie Smith Deputy Managing Director (360) 725-3062 valerie.smith@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$87,500	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
		8. End Date June 30, 2023	
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
		ALN N/A	
10. Tax ID # N/A	11. SWV # SWV0009391-00	12. UBI # 601-638-167	13. UEI # N/A
14. Contract Purpose Grant funding to assist the City of Shoreline with planning work for the completion the Growth Management Act (GMA) requirement to review, and if needed, revise the comprehensive plan and development regulations under RCW 36.70A.130(5).			
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 incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment B - Budget			
FOR CONTRACTOR		FOR COMMERCE	
_____ Bristol Ellington, City Manager City of Shoreline		_____ Mark K. Barkley, Assistant Director Local Government Division	
_____ Date		_____ Date	
		APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

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 eighty-seven thousand, five hundred dollars (\$87,500), 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 and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. 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 23-63210-035. 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.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2022, for services and deliverables described under this Agreement.

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.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Transfers

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

Ineligible Costs

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

5. 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 Contract performed by subcontractors and the portion of Contract 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.

6. 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.

7. FRAUD AND OTHER LOSS REPORTING

Contractor 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.

8. 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

General Terms and Conditions

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 Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" 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" or "Grantee" 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, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 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 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 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 COMMERCE 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.
- E. 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.

Attachment A: Scope of Work

Tasks / Actions / Deliverables	Description	End Date
Task 1	Develop Scope and Work Plan	
Action 1.1	Kick-off meeting	October 2022
Action 1.2	Identify themes and topics to incorporate into plan.	October 2022
Action 1.3	Brief City Council and get direction on themes and topics.	October 2022
Action 1.4	Review relevant plans and regulations to determine sections that need revision.	November 2022
Action 1.5	Review the Comprehensive Plan and Development Regulations using the Commerce periodic update checklist.	November 2022
Deliverable 1	Completed Commerce periodic update checklist and Scope and Work Plan Adoption by City Council	December 31, 2022
Task 2	Develop Public Participation Plan	
Action 2.1	Kick-off with engagement consultant team	November 2022
Action 2.2	Identify stakeholders, individuals, and community groups with focus on those which have historically been unheard through planning efforts.	November 2022

Action 2.3	Identify appropriate milestones and phases for public participation	November 2022- January 2023
Deliverable 2	Public Participation Plan	March 1, 2023
Task 3	Public Participation Plan Implementation (phase 1)	
Action 3.1	Implement engagement strategies on the topic of visioning as identified in Task 2.	April-June 2023
Deliverable 3	Phase 1 Engagement Summary	June 30, 2023

Attachment B: Budget

SFY 2023 Task/Deliverable	SFY 2023 Amount
Deliverable 1 – Completed Commerce periodic update checklist and Scope and Work Plan adoption by City Council	\$20,000
Deliverable 2 – Public Participation Plan	\$40,000
Deliverable 3 – Phase 1 Engagement Summary	\$27,500
Total Grant (SFY 2023 only)	\$87,500

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute the Participation Forms and Allocation Agreement for Washington State’s Participation in the Pharmacies and Manufacturers Opioid Settlement
DEPARTMENT:	City Attorney’s Office
PRESENTED BY:	Margaret King, City Attorney
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

In December 2022, Washington State joined in multistate resolutions with five (5) pharmacies and manufacturers regarding an opioid litigation settlement. By participating in this multistate resolution, the State of Washington is estimated to receive \$434.4 million in settlement funding, with local jurisdictions receiving half of the amount depending on how many eligible cities and counties join in the settlement.

In order to participate in this settlement, the Attorney General is requesting that the City execute Subdivision Participation Forms (Attachment A) and an Allocation Agreement Governing the Allocation of Funds Paid by Certain Settling Opioid Manufacturers and Pharmacies (Attachment B) to fully effectuate the settlement. The deadline for submittal of these documents is April 18, 2023. Staff is seeking Council authorization for the City Manager to execute the participation forms and allocation agreement.

RESOURCE/FINANCIAL IMPACT

Unless a King County Opioid Abatement Council is established that provides for a consolidated administration of the settlement funds, the City will experience administrator costs which, under the settlement, are capped at 10% of the amount received.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Participation Forms and Allocation Agreement for Washington State’s participation in the Pharmacies and Manufacturers Opioid Settlement Agreement.

Approved By: City Manager **BE** City Attorney **JA-T**

BACKGROUND

In December 2022, Washington State joined in multistate resolutions with five (5) pharmacies and manufacturers regarding an opioid litigation settlement: CVS, Walgreens, Walmart, Teva, and Allergan. By participating in this multistate resolution, the State of Washington is estimated to receive \$434.4 million in settlement funding, with local jurisdictions receiving half of the amount depending on how many eligible cities and counties join in the settlement.

The settlement is comprised of the following amounts and payment timelines:

- CVS: \$110.6 million over 10 years;
- Walgreens: \$120.3 million over 15 years;
- Walmart: \$62.6 million and 97% of that paid in the first year;
- Teva: \$90.7 million over the next 13 years; and
- Allergan: \$50 million over the next seven years.

Similar to the Opioid Distributor settlement that the City Council authorized in August/September 2022, the Attorney General is now requesting that the City execute Subdivision Participation Forms (Attachment A) and an Allocation Agreement Governing the Allocation of Funds Paid by Certain Settling Opioid Manufacturers and Pharmacies (Attachment B) to fully effectuate the settlement. The deadline for submittal of these documents is April 18, 2023. Execution of a new or amended One Washington Memorandum of Understanding (“WA MOU”) is *not* required as that document applies to any subsequent opioid settlements.

DISCUSSION

As is noted above, the Washington State Attorney General has requested that Washington cities execute the Subdivision Participation Forms, one for each pharmacy and manufacturer, so that Washington can receive its full settlement from these entities, as well as execute the Allocation Agreement. Despite the potential for administrative costs discussed below, the City Attorney’s Office is recommending full participation in this second series of opioid settlements. The City Attorney’s Office does not see a negative in participating in this settlement as this would ensure Shoreline is eligible to receive settlement funds to address opioid impacts within Shoreline.

However, a key feature of the WA MOU was the establishment of Opioid Abatement Councils (OAC) in nine (9) distinct regions. The OACs are intended to provide a regional approach to the expenditure of the settlement funds, serving an administrative oversight function. King County, as a whole, is a region and the King County OAC has not yet been established. As of the date of this Staff Report, it appears King County, the Sound Cities Association, and the City of Seattle are working on establishing a King County OAC. The City Attorney’s Office original understanding of the King County OAC is that it would serve as the administrator of opioid settlement funds by having cities pool/consolidate these funds so as to maximize value. But, it appears that the King County OAC currently being discussed would not function as an administrator for consolidation of funds but only for administrative oversight. The Attorney General is encouraging OACs to be established prior to the July 2023 distribution.

Shoreline can still receive distributions and retain those funds in a special account until an OAC is established that would consolidate funds. If not, Shoreline would have to administer the funds and would not achieve the economies of scale that a consolidation would provide, especially given that Shoreline's first two (2) payments for the distributors settlement are \$3,404.51 (Dec 2022) and \$3,577.97 (July 2023). Shoreline could, as two (2) established OACs have done, entered into a third-party provider, such as a behavioral health center, to administer the opioid settlement funds on Shoreline's behalf. Or, Shoreline could join with other North King County cities to consolidate funds.

RESOURCE/FINANCIAL IMPACT

Unless a King County Opioid Abatement Council is established that provides for a consolidated administration of the settlement funds, the City will experience administrator costs which, under the settlement, are capped at 10% of the amount received.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Participation Forms and Allocation Agreement for Washington State's participation in the Pharmacies and Manufacturers Opioid Settlement Agreement.

ATTACHMENTS

Attachment A - Pharmacies and Manufacturers Opioid Settlement Participation Forms
Attachment B - Allocation Agreement Governing the Allocation of Funds Paid by Certain Settling Opioid Manufacturers and Pharmacies

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of Shoreline	State: WA
Authorized Signatory: Bristol S. Ellington, City Manager	
Address 1: 17500 Midvale Ave N	
Address 2:	
City, State, Zip: Shoreline, WA 98133	
Phone: (206) 801-2211	
Email: bellington@shorelinewa.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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



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

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

Signature: _____

Name: Bristol S. Ellington

Title: City Manager

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of Shoreline	State: WA
Authorized Signatory: Bristol S. Ellington, City Manager	
Address 1: 17500 Midvale Ave N	
Address 2:	
City, State, Zip: Shoreline, WA 98133	
Phone: (206) 801-2211	
Email: bellington@shorelinewa.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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



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

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

Signature: _____

Name: Bristol S. Ellington

Title: City Manager

Date: _____



EXHIBIT K

Subdivision Participation Form

Governmental Entity: City of Shoreline	State: WA
Authorized Official: Bristol S. Ellington, City Manager	
Address 1: 17500 Midvale Ave N	
Address 2:	
City, State, Zip: Shoreline, WA 98133	
Phone: (206) 801-2211	
Email: bellington@shorelinewa.gov	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



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

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

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

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



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

Signature: _____

Name: Bristol S. Ellington

Title: City Manager

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: City of Shoreline	State: WA
Authorized Signatory: Bristol S. Ellington, City Manager	
Address 1: 17500 Midvale Ave N	
Address 2:	
City, State, Zip: Shoreline, WA 98133	
Phone: (206) 801-2211	
Email: bellington@shorelinewa.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



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

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

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

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



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

Signature: _____

Name: Bristol S. Ellington

Title: City Manager

Date: _____



EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity: City of Shoreline	State: WA
Authorized Signatory: Bristol S. Ellington, City Manager	
Address 1: 17500 Midvale Ave N	
Address 2:	
City, State, Zip: Shoreline, WA 98133	
Phone: (206) 801-2211	
Email: bellington@shorelinewa.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



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

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

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

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



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

Signature: _____

Name: Bristol S. Ellington

Title: City Manager

Date: _____



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

JANUARY 27, 2023

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by Certain Settling Opioid Manufacturers and Pharmacies (the “Allocation Agreement II”) governs the distribution of funds obtained from (1) Walmart, (2) Teva, (3) Allergan, (4) CVS, and (5) Walgreens (the “Settling Entities”) in connection with the resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State (“Local Governments”) against the Settling Entities via the following settlements:

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

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

1. This Allocation Agreement II is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement II shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.
2. This Allocation Agreement II shall become effective only if all of the following occur:
 - A. The State of Washington joins one of the Settlements and becomes a Settling State as provided for in the respective Settlement.
 - B. One of the Settlements becomes final and effective and a Consent Judgment is filed and approved as provided for in the respective Settlement.

- C. The number of Local Governments that execute and return this Allocation Agreement II satisfies the participation requirements for a State-Subdivision Agreement as specified in one of the Settlements, Washington is a Settling State for that Settlement, and a Consent Judgment has been filed and approved for that Settlement.
3. Requirements to become a Participating Local Government. To become a Participating Local Government that can participate in this Allocation Agreement II with respect to any one of the Settlements, a Local Government must do all of the following:
- A. The Local Government must execute and return this Allocation Agreement II.
- B. The Local Government must release its claims against the Settling Entities identified in the respective Settlement and agree to be bound by the terms of the Settlement by timely executing and returning the Participation Form for that Settlement. The forms are attached hereto as Exhibits 1-5.
- C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.
- D. Each of the Local Governments that is eligible to participate in this Allocation Agreement II has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities (“MOU”) agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 6. By executing this Allocation Agreement II, the local government agrees and affirms that the MOU applies to and shall govern the Local Government Share as modified by this Allocation Agreement II for each of the Settlements in which the Local Government participates.
- A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a “Participating Local Government” for that Settlement. A Local Government can be a “Participating Local Government” for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.
4. This Allocation Agreement II applies to the following, all of which collectively shall be referred to as the “Washington Abatement Amount”:
- A. For the Walmart Settlement, the State of Washington’s allocation of the (1) Global Settlement Remediation Amount and (2) Additional Remediation Amount.

- B. For the Teva Settlement, the State of Washington's allocation of the (1) Net Abatement Amount and (2) Additional Restitution Amount.
- C. For the Allergan Settlement, the State of Washington's allocation of the (1) Global Settlement Abatement Amount and (2) Additional Restitution Amount.
- D. For the CVS Settlement, the State of Washington's allocation of the (1) Maximum Remediation Payment and (2) Additional Remediation Amount.
- E. For the Walgreens Settlement, the State of Washington's allocation of the (1) Adjusted State Remediation Payment and (2) Additional Remediation Amount.

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

- 5. The Teva Settlement provides the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value equaling twenty percent (20%) of the WAC value of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product. If the State elects to obtain Settlement Product, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement II, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash value assigned to it in the Teva Public Global Settlement Agreement dated November 22, 2022.
- 6. This Allocation Agreement II does not apply to the State Cost Fund, State AG Fees and Costs, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or that are paid directly or indirectly via the Settlements to the State of Washington ("State's Fees and Costs").
- 7. This Allocation Agreement II and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement II combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart

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

8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement II shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement II and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.
9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.
10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington ("State Share").
 - B. Fifty percent (50%) to the Participating Local Governments ("LG Share").
11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 6 as amended and modified in this Allocation Agreement II.
12. For purposes of this Allocation Agreement II only, the MOU is modified as follows and any contrary provisions in the MOU are struck:
 - A. Exhibit A of the MOU is replaced by Exhibit E of each of the respective Settlements.
 - B. The definition of "Litigating Local Governments" in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements.
 - C. The definition of "National Settlement Agreement" in Section A.6 of the MOU shall mean the Settlements.
 - D. The definition of "Settlement" in Section A.14 of the MOU shall mean the Settlements.
 - E. The MOU is amended to add new Section C.4.g.vii, which provides as follows:

"If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the respective Settlements, (b) does not comply with conditions for receiving

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

- F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney’s Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022). JoJo Tann (the “GFF Administrator”), who is authorized by the MDL Fee Panel (David R. Cohen, Randi S. Ellis and Hon. David R. Herndon (ret.)) to calculate the amounts due to eligible counsel from each State Back-Stop fund (i.e., the GFF) (*see id.* at p. 4), will oversee and confirm the amounts payable to each law firm representing a Litigating Local Government from the GFF. Upon written agreement between the law firms representing the Litigating Local Governments on the one hand and the Washington Attorney General’s Office on the other, in consultation with the Washington State Association of Counties and the Association of Washington Cities, the GFF Administrator may be replaced by another person, firm, or entity.
- G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the GFF Administrator.
- H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions’ contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no

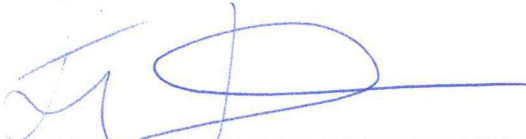
circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.

- I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement II shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.
- J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.
- K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement II apply) of any Litigating Local Government contingency fee agreement referred to above has been met.

- L. To the extent there are any excess funds in the GFF, the GFF Administrator and the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
- 13. In connection with the execution and administration of this Allocation Agreement II, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*
- 14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement II as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.
- 15. If any party to this Allocation Agreement II believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlements has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
- 16. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Entities are subject to the requirements of the MOU and this Allocation Agreement II.
- 17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.
- 18. Venue for any legal action related to this Allocation Agreement II (separate and apart from the MOU or the Settlements) shall be in King County, Washington.
- 19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement II have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement II.

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General



JEFFREY G. RUPERT
Division Chief

Date: 1-27-23

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: City of Shoreline

Authorized signature: _____

Name: Bristol S. Ellington

Title: City Manager

Date: _____

EXHIBIT 1
Subdivision Settlement Participation Form
(Exhibit K of the Walmart Settlement)

EXHIBIT K

Subdivision Participation Form

Governmental Entity: City of Shoreline	State: WA
Authorized Official: City Manager	
Address 1: 17500 Midvale Ave N	
Address 2:	
City, State, Zip: Shoreline, WA 98133	
Phone: (206) 801-2211	
Email: bellington@shorelinewa.gov	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



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

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

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

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



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

Signature: _____

Name: Bristol S. Ellington

Title: City Manager

Date: _____



EXHIBIT 2
Subdivision Settlement Participation Form
(Exhibit K of the Teva Settlement)

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: City of Shoreline	State: WA
Authorized Signatory: Bristol S. Ellington, City Manager	
Address 1: 17500 Midvale Ave N	
Address 2:	
City, State, Zip: Shoreline, WA 98133	
Phone: (206) 801-2211	
Email: bellington@shorelinewa.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



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

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

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

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



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

Signature: _____

Name: Bristol S. Ellington

Title: City Manager

Date: _____



EXHIBIT 3
Subdivision Settlement Participation Form
(Exhibit K of the Allergan Settlement)

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity: City of Shoreline	State: WA
Authorized Signatory: Bristol S. Ellington, City Manager	
Address 1: 17500 Midvale Ave N	
Address 2:	
City, State, Zip: Shoreline, WA 98133	
Phone: (206) 801-2211	
Email: bellington@shorelinewa.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



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

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

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

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



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

Signature: _____

Name: Bristol S. Ellington

Title: City Manager

Date: _____



EXHIBIT 4
Subdivision Settlement Participation Form
(Exhibit K of the CVS Settlement)

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of Shoreline	State: WA
Authorized Signatory: Bristol S. Ellington, City Manager	
Address 1: 17500 Midvale Ave N	
Address 2:	
City, State, Zip: Shoreline, WA 98133	
Phone: (206) 801-2211	
Email: bellington@shorelinewa.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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



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

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

Signature: _____

Name: Bristol S. Ellington

Title: City Manager

Date: _____



EXHIBIT 5
Subdivision Settlement Participation Form
(Exhibit K of the Walgreens Settlement)

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of Shoreline	State: WA
Authorized Signatory: Bristol S. Ellington, City Manager	
Address 1: 17500 Midvale Ave N	
Address 2:	
City, State, Zip: Shoreline, WA 98133	
Phone: (206) 801-2211	
Email: bellington@shorelinewa.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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

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

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

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

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



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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



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

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

Signature: _____

Name: Bristol S. Ellington

Title: City Manager

Date: _____



EXHIBIT 6

One Washington Memorandum of Understanding Between Washington Municipalities

**ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN
WASHINGTON MUNICIPALITIES**

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

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

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

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

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

A. Definitions

As used in this MOU:

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

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

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

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

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

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

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

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

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

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

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 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.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

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

K. TRAINING

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

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

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

L. RESEARCH

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

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

EXHIBIT B

County	Local Government	% Allocation
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Adams County

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

Asotin County

Asotin County		0.4694498386%
Asotin		
Clarkston		
County Total:		0.4694498386%

Benton County

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

Chelan County

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

Clallam County

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

County	Local Government	% Allocation
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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		
County Total:		6.7812031452%

Columbia County

Columbia County		0.0561699537%
Dayton		
Starbuck		
County Total:		0.0561699537%

Cowlitz County

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

Douglas County

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

Ferry County

Ferry County		0.1153487994%
Republic		
County Total:		0.1153487994%

County	Local Government	% Allocation
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Franklin County

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

Garfield County

Garfield County		0.0321982209%
Pomeroy		
County Total:		0.0321982209%

Grant County

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

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		
County Total:		1.2483954471%

Island County

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

Jefferson County

Jefferson County		0.4417137380%
Port Townsend		
County Total:		0.4417137380%

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

EXHIBIT B

County	Local Government	% Allocation
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Kitsap County

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

Kittitas County

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

Klickitat County

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

Lewis County

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

EXHIBIT B

County	Local Government	% Allocation
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Lincoln County

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

Mason County

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

Okanogan County

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

Pacific County

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

*** - Local Government appears in multiple counties 78-79

EXHIBIT B

County	Local Government	% Allocation
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Pend Oreille County

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

Pierce County

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

San Juan County

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

*** - Local Government appears in multiple counties **78-80**

County	Local Government	% Allocation
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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%
County Total:		1.6910058544%

Skamania County

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

Snohomish County

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

EXHIBIT B

County	Local Government	% Allocation
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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		
County Total:		8.8808245947%

Stevens County

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

Thurston County

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

Wahkiakum County

Wahkiakum County		0.0596582197%
Cathlamet		
County Total:		0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
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Walla Walla County

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

Whatcom County

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

Whitman County

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

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

Exhibit 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.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Public Hearing and Action on Change of Scope for Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act Funding in the Amount of \$104,780 for Lake City Partners Ending Homelessness
DEPARTMENT:	Recreation, Cultural, and Community Services
PRESENTED BY:	Bethany Wolbrecht-Dunn, Community Services Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

On March 27, 2020, the federal government passed the Coronavirus Relief and Economic Security (CARES) Act, which contained provisions across many federal agencies and programs to assist in health services, human services and provide direct financial assistance to individuals and households related to the COVID-19 emergency. As part of this assistance, the CARES Act allocated \$5 billion for the US Department of Housing and Urban Development’s (HUD) Community Development Block Grant (CDBG) program. These funds are now referred to as CDBG-CV and have been allocated in separate “Rounds” by HUD.

In the third round of CDBG-CV allocation funding, Shoreline received \$322,398. The funding plan included funding for the Center for Human Services (\$81,916), Hopelink (\$144,357), and Lake City Partners Ending Homelessness (\$104,780). Staff and Lake City Partners are now requesting a change of scope of their CDBG-CV funds from rent assistance to shelter operations. Tonight, the City Council is scheduled to hold a required Public Hearing on this change of scope. Following the Public Hearing, Council is scheduled to take potential action on this proposed reallocation of CDBG-CV funds.

FINANCIAL IMPACT:

There is no financial impact to the City in the reallocation of these funds. These funds will be part of the 2022 budget carryover and budget amendment process that Council is scheduled to take action on in April 2023.

RECOMMENDATION

Staff recommends that the City Council hold the required Public Hearing regarding the use of these reprogrammed CDBG-CV funds, discuss and approve the recommendation to change the project scope for the Lake City Partners Ending Homelessness Project in the amount of \$104,780 and authorize the City Manager to enter into any implementing agreements.

Approved By: City Manager **BE** City Attorney **MK**

BACKGROUND

The Federal Community Development Block Grant (CDBG) Program is one of the most enduring programs providing federal support to local jurisdictions. It was created under Title I of the Housing and Community Development Act of 1974. The primary objective of the CDBG program is the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. CDBG funds can serve households with incomes up to 80% of the King County median income (\$76,250 for a two-person household).

As a CDBG entitlement community, Shoreline receives an annual allocation of CDBG funds. The City has an Interlocal Agreement with King County for the administration and management of the City's CDBG grant. Generally, the City receives approximately \$322,000 annually, of which the Interlocal Agreement allows the City to allocate 48% of the available funds to local projects. The balance is allocated to the delivery of regional programs that serve Shoreline residents and program planning and grant administration.

Biannually, the City adopts a Human Services Funding Plan, most recently at the [October 10, 2023 Council meeting](#). The 2023-2024 Human Services Funding Plan allocated both General Fund and CDBG funds to agencies to support programs benefitting Shoreline residents, as well as provide for capital projects that support projects for low- and moderate-income persons.

The CDBG program has also been utilized by the federal government as a conduit for funding during economic or other emergencies. During the COVID-19 emergency, the federal government took several steps to respond to the crisis – one being the passage of the Coronavirus Relief and Economic Security (CARES) Act on March 27, 2020. The CARES Act was the largest economic relief program in US history and has provided an additional \$5 billion in CDBG funds. These funds are now referred to as CDBG-CV and have been allocated in separate "Rounds" by HUD.

In [May of 2020](#), Council approved the use of \$218,966 in Round 1 CDBG-CV funding to Hopelink for Rental Assistance, including approximately \$32,000 in prior year CDBG funds. All Round 1 Funds have been expended, assisting 89 households.

Round 2 CDBG-CV funding is a portion of the CDBG-CV funds that the State of Washington allocated to King County, who in turn, provided to eligible cities (including Shoreline). These funds are contracted with the Shoreline/LFP Senior Center in response to their stated need of behavioral health case management for their clients. This is the only senior center in the Sound Generations system that is not able to provide this type of service. This program was put into place in late 2021 and will be funded with these CDBG-CV funds through May of 2023. Council approved \$82,000 in one-time City General Funds as part of the 2023-2024 Budget to fund this program through the biennium. By the end of 2022, 59 individuals have been assisted through this program.

The Round 3 CDBG-CV funding plan was developed through a call for projects in early 2021. The City Council approved the use of these funds in [April 2021](#) (the final funded amounts are slightly higher than shown in the original staff report due to King County

reserving a smaller portion for their administration of the City's allocation). The Round 3 funded allocations are as follows:

- The Center for Human Services - Behavioral Health Case Management - \$81,916
- Hopelink - Rental Assistance - \$144,357
- Lake City Partners Ending Homelessness - Rent Assistance - \$104,780

The Center for Human Services expended all of their Round 3 funding in 2021 and through the program provided 502 direct hours of case management services to 177 Shoreline residents. At the end of 2022, Hopelink has approximately \$38,000 remaining in Round 3 funding after serving 47 households through 2022.

DISCUSSION

As noted above, Lake City Partners had originally planned to use their Round 3 CDBG-CV funds for rent assistance. However, with several changes in leadership and a need to effectively manage their main programs (of serving the unhoused in The Oaks and through housing outreach), Lake City Partners has been challenged to be able to develop a program within the originally approved CDBG project scope that would meet all reporting requirements and not distract from their core work. Thus, staff and Lake City Partners are requesting that Council hold a Public Hearing (required by CDBG program) and approve an amendment to change the use of the funds to allow the funds to be used to support shelter operations, which is a need for them. Yearly operations at the shelter were originally estimated to cost \$1.7 million, but in practice, operating costs have been approximately \$2.0 million per year.

ALTERNATIVES ANALYSIS

The Council has several options in regard to the use of this CDBG-CV funding. The preferred option is to approve the change in scope for Lake City Partners Ending Homelessness. Another option would be to not approve the change of scope, and then Council could direct staff to develop a different recommendation for the use of these funds. This is not recommended, as further delay in the implementation of the CDBG-CV funds could result in a need to return the funds to King County, rather than continue to be able to be used locally.

FINANCIAL IMPACT

There is no financial impact to the City in the reallocation of these funds. These funds will be part of the 2022 budget carryover and budget amendment process that Council is scheduled to take action on in April 2023.

RECOMMENDATION

Staff recommends that the City Council hold the required Public Hearing regarding the use of these reprogrammed CDBG-CV funds, discuss and then approve the recommendation to change the project scope for the Lake City Partners Ending Homelessness Project in the amount of \$104,780 and authorize the City Manager to enter into any implementing agreements.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Appointment of Parks, Recreation, and Cultural Services/Tree Board Members
DEPARTMENT:	Recreation, Cultural and Community Services (RCCS) Department
PRESENTED BY:	Colleen Kelly, RCCS Director
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

On March 31, 2023, the terms of three Parks, Recreation, and Cultural Services (PRCS)/Tree Board members are set to expire. In addition, there is a mid-term vacancy to fill due to an early resignation from the Board late last year. To fill these four PRCS/Tree Board positions, the Mayor appointed a Council Candidate Review Subcommittee to review applications and conduct interviews for these vacancies. Members of the Council Subcommittee included Deputy Mayor Robertson and Councilmembers Mork and Ramsdell.

The Council Subcommittee has completed its work and is making a recommendation to the full Council for candidates to fill these positions on the PRCS/Tree Board. Tonight, the City Council is scheduled to make appointments to fill these four Board positions.

RESOURCE/FINANCIAL IMPACT:

There is no financial impact created as a result of this Council action.

RECOMMENDATION

The Council Candidate Review Subcommittee recommends that the full City Council move to appoint Jonathan Garner, Katie Lorah and Cindil Redick-Ponte to the PRCS/Tree Board, each to serve one four-year term beginning April 1, 2023 and expiring March 31, 2027, and to appoint Sara Raab McInerny to complete the remainder of the term beginning April 1, 2023 and ending March 31, 2025.

Approved By: City Manager **BE** City Attorney **MK**

BACKGROUND

Pursuant to Shoreline Municipal Code (SMC) Chapter 2.55, the City has established a Parks, Recreation, and Cultural Services Board (PRCS Board) to provide citizen input on park, recreation and cultural service matters. The PRCS Board also serves as the City's Tree Board and advises the City Council on management of trees located on City-owned public property and rights-of-way. The PRCS/Tree Board consists of seven (7) adult members and two non-voting youth members between the ages of 15 and 19.

The Board currently has position openings for three adult members to serve four-year terms, and one adult member to serve a remaining two-year term, all beginning April 1, 2023. The Board members whose terms are expiring are Bill Franklin, Jeff Potter, and Sara Raab McInerney. Board Member Noah Weil resigned his seat in December 2022, leaving a 2-year vacancy in his Board position. Mr. Franklin served two full, four-year terms in addition to serving on the Park Funding Advisory Committee. He is not eligible to reapply for another term due to the term limits for the PRCS/Tree Board in the SMC. Ms. McInerney and Mr. Potter both served one four-year term and also served on the Park Funding Advisory Committee. Ms. McInerney did submit an application for re-appointment to the Board for a second term, while Mr. Potter is not seeking reappointment.

To fill these four PRCS/Tree Board positions, the Mayor appointed a Council Candidate Review Subcommittee to review applications and conduct interviews for these vacancies. Members of the Council Subcommittee included Deputy Mayor Robertson and Councilmembers Mork and Ramsdell.

DISCUSSION

The City advertised these four PRCS/Tree Board vacancies on the City's website, through a general press release and social media posts and through other staff distribution lists. A total of 24 applications were received. The Council Candidate Review Subcommittee reviewed the qualifications of the applicants and selected the following 10 candidates to be interviewed on March 4 and March 6, 2023. The candidates that were interviewed by the Subcommittee are:

- Maria Cardona Gonzalez
- Jeremy Doane
- Jonathan Garner
- Melissa Hartley
- Katie Lorah
- Frieda Magin
- Sara Rabb McInerney
- Cindil Redick Ponte
- Kristi Rettman
- Cindy Willson

Following the interview process, the Subcommittee deliberated and is recommending that the City Council appoint the following candidates to the PRCS/Tree Board:

1. Sara Raab McInerny (2-year term)
2. Jonathan Garner
3. Katie Lorah
4. Cindil Redick-Ponte

A short biography of each of the Subcommittee-recommended candidates is included with this staff report as Attachment A.

FINANCIAL IMPACT

There is no financial impact created as a result of this Council action.

RECOMMENDATION

The Council Candidate Review Subcommittee recommends that the full City Council move to appoint Jonathan Garner, Katie Lorah and Cindil Redick-Ponte to the PRCS/Tree Board, each to serve one four-year term beginning April 1, 2023 and expiring March 31, 2027, and to appoint Sara Raab McInerny to complete the remainder of the term beginning April 1, 2023 and ending March 31, 2025.

ATTACHMENTS

Attachment A – Biographies of Recommended Park Board Candidates

Attachment A

PRCS/Tree Board Council Subcommittee Nominee Biographies

Johnathan Garner

Mr. Garner holds a Master's Degree in Landscape Architecture from the University of Oklahoma and a Bachelor's Degree in Music Education from the University of Science and Arts of Oklahoma. He has also received multiple certificates of participation from numerous professional organizations specializing in urban forestry, park development, urban stream protection, and greenway preservation.

Mr. Garner currently works for the City of Seattle as a Land Use Planner responsible for reviewing development applications for compliance with the environmentally critical area regulations and tree protection code. Prior to this, he worked for the City of Austin, TX in a similar role and for the Lady Bird Johnson Wildflower Center in Austin, TX as a member of a group developing and testing new strategies and benchmarks for sustainable landscape design and construction. His career began at the University of Oklahoma working throughout the state on city beautification efforts, particularly in cities along scenic byways seeking to attract more tourists to their communities.

In 2016, Mr. Garner served on the City of Norman, OK Parks and Recreation Board. He states that through his education and career experience he has developed a strong working knowledge of arboriculture, park design, public art, and operations and maintenance of public spaces and facilities.

Katie Lorah

Ms. Lorah holds a Master's in Urban Planning from MIT (2013) with a focus on public space planning and community process design and a BA from NYU (2005) in Urban Planning and Journalism. She grew up in northeast Seattle and moved to Shoreline in 2021 from Brooklyn, New York.

Ms. Lorah currently serve as Senior Advisor to Transportation Alternatives, a NYC-based transportation and public space advocacy organization, where she has worked since 2020. She also currently serves as Communications & Marketing Director for an organization called In Our Backyards (ioby) which is a nonprofit community development crowdfunding platform for resident-led civic projects. She has worked there since 2015. Prior experience includes working as a Senior Planner for the New York City Parks & Recreation Department, and as Communications Director at Friends of the High Line -- a nonprofit organization that designed, built, and maintains one of NYC's premier open spaces.

Ms. Lorah is a parent, an avid runner, and a cyclist, and someone who says that she uses Shoreline's parks, playgrounds, trails, and pedestrian and cycling infrastructure every single day.

Sara Raab McInerny

Ms. McInerny holds a B.A. in Biology from Vassar College and a Master's Degree in Landscape Architecture from the Harvard University Graduate School of Design. She is a professional landscape architecture with experience working as part of multidisciplinary design teams on a range of projects including civic and educational campuses, public parks, mixed-use developments, and streetscape design, with an emphasis on environmental sustainability. She currently manages the grantmaking operations, strategic planning and day to day operations of a small family foundation. This role requires research and planning into community need and also requires working with a board of trustees in collaborative decision making.

Ms. McInerny served as a member of the Parks Funding Advisory Committee in 2018-2019 and is currently completing a four-year term as a member of the Shoreline PRCS/Tree Board where she has served as the Chair of the Parks Committee.

Cindil Redick-Ponte

Ms. Redick-Ponte holds a Master's of Science in Social Work from Columbia University and a Bachelor's of Science in Political Science & Philosophy from Eastern Michigan University. She has also completed a post-graduate certificate in Scaling for Impact from Harvard Graduate School of Education.

Currently, Ms. Redick-Ponte is employed as the Equity and Social Justice Manager of Prevention and Community Health for the Washington State Department of Health. In this role, she is responsible for leading strategy and implementation of division-wide equity and social justice initiatives focused on health equity and antiracism, including training/education, policy compliance, and community/Tribal/Urban Indian engagement.

Previous work experience includes:

- Assistant Executive Director, The Family Dinner Project at Massachusetts General Hospital
- Program Manager, The Family Dinner Project at Harvard Graduate School of Education
- Program Manager, Health Systems Team at the Earth Institute at Columbia University
- Crisis Intervention Case Manager, Coalition for the Homeless
- Assistant Director, Bryant Community Center at Community Action Network

Ms. Redick-Ponte is a recent resident of Shoreline and describes her efforts to be an active Shoreline resident as including taking her family to cultural events, exploring Shoreline parks with her two daughters and their rescue dog, intentionally shopping at local businesses, and participating in surveys and other engagement opportunities offered by the City of Shoreline and King County.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Parks, Recreation, Open Space and Art (PROSA) Plan Update
DEPARTMENT:	Administrative Services Recreation, Cultural and Community Services
PRESENTED BY:	Jacob Bilbo, Parks Bond Project Manager Mary Reidy, Recreation and Cultural Services Superintendent
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The current 2017-2023 PROS Plan was adopted on July 31, 2017. The PROS Plan is a 20-year vision and framework for Shoreline’s recreation and cultural programs, and for maintenance and investment in park, recreation, and open space facilities. To qualify for certain state and federal grants, the Parks, Recreation and Open Space (PROS) Plan must be updated every six years. The City adopted its first Public Art Plan (2017-2022) in 2017, however this plan is not required by funding agencies and is currently separate from the PROS Plan.

This next plan update will focus on the years 2024-2029 and provide new strategic action initiatives based upon current assessments of park facilities, recreation programs, cultural services and special events, public park lands, amenities, community needs and interests and demographics. This update will also incorporate Public Art with asset inventory and assessment of permanent and portable works in the City’s collection and identify and prioritize opportunities for the public to engage in local arts and cultural events and programs. Combining the PROS Plan with the Public Art Plan creates a more integrated vision and work plan for the City. The newly adopted plan will be referred to as the Parks, Recreation, Open Space and Art (PROSA) Plan.

The plan development schedule, combined with a desire to focus on a more equitable public engagement process, created an opportunity to engage with two separate consultant teams, Stepherson and Associates (S&A) for public engagement and Beckwith Consulting Group (Beckwith) for the technical portion of the plan. The City sought consultants who had the capability of meeting the aggressive timeline and specific requirements of the City, while giving extra focus to a more equitable and accessible public engagement process and an ability to integrate an equity focus in the plan itself. To date, S&A has completed their portion of the public engagement process, having delivered engagement data to Beckwith in early March. Beckwith is now focusing on dissecting and interpreting this data along with generating asset inventories, demographic studies, demand studies, and interviews with local municipalities.

As we move forward, staff has created a detailed roadmap to steer the project to completion and final submission in December 2023. Staff and Beckwith will be coordinating with the Parks, Recreation and Cultural Services (PRCS) Board to update goals and associated policies, as well as updating the Planning Commission, and re-analyzing the Strategic Action Initiatives (SAIs). Once completed, staff will return to Council later this year to present the updated SAIs.

Tonight, staff will provide an update of the 2024-2029 PROSA Plan process, including public engagement to date and steps moving forward towards submission for Council approval. Staff and the Council will be joined by Tom Beckwith, Principal with Beckwith Consulting Group, the technical consultant working on the PROSA Plan

RESOURCE/FINANCIAL IMPACT:

The PROSA Plan update project budget includes \$100,000 for outreach and engagement and up to \$200,000 for technical analysis and plan development in the Capital Improvement Plan. The Beckwith Consulting Group contract covers the PROSA Plan update technical analysis and plan development.

RECOMMENDATION

No formal action is required tonight; this is a discussion item intended to provide Council with an overview of the 2024 PROSA Plan update process and an opportunity to provide early feedback on the proposed plan. Staff recommends that Council provide this feedback tonight to staff and the City’s technical consultant.

Approved By: City Manager **BE** City Attorney **MK**

BACKGROUND

The current 2017-2023 PROS Plan was adopted on July 31, 2017 after an 18-month engagement and update process. The staff report for the adoption of the 2017-2023 PROS Plan can be found at the following link: [Adoption of Resolution No. 412 Approving the 2017-2023 Parks, Recreation, and Open Space Plan for the Purpose of State of Washington Recreation and Conservation Office Funding Eligibility.](#)

The current PROS Plan is built around a set of Strategic Action Initiatives (SAIs) representing community priorities during the public engagement process. Staff believe that this general framework has served the City well over the past several years and expect to retain this overall approach as staff develop the 2024-2029 plan update. While there was a significant effort to ensure community engagement in the development of the 2017-2023 PROS Plan, both staff and the Parks, Recreation and Cultural Services (PRCS)/Tree Board have recognized the need to focus more intentionally on reaching those members of our community that are often overlooked in government outreach and engagement efforts. In addition, staff determined that integrating the Public Art and Cultural Services Plan into this process allowed for more robust engagement and support for a plan that was previously all done by staff in house.

With that in mind, staff became interested in separating the engagement work from the technical work related to development of the new PROSA Plan. The City first engaged with S&A to conduct the community engagement portion of the plan. The City then conducted an RFQ process for a consultant to support the development of technical work for the PROSA plan including:

- Conducting and preparing a recreation demand study;
- Updating the aquatic/community center needs analysis with associated delivery strategies;
- Conducting and preparing a condition assessment report of major park assets such as structures, fields, and playgrounds;
- Integrating community outreach data into the PROS plan analysis and report;
- Drafting specific written chapters of the PROS Plan document that relate to the work components; and
- Coordinating with staff to update the status of current strategic action initiatives, identify any new ones and update implementation goals reflective of identified work.

This consultant – Beckwith Consulting Group – will assist the City in developing the 2024-2029 PROSA Plan and provide project management support from start to finish.

DISCUSSION

The purpose of tonight's discussion is to provide a high-level overview of the planned approach to the 2024-2029 PROSA Plan update process and to provide a more detailed description of the planned technical process.

The overarching goal of the PROSA Plan itself, and more specifically the outreach and engagement work, is to center community priorities in a manner that is in alignment with the Shoreline's Anti-Racism Resolution.

Tonight's Council Discussion

Tonight, staff will provide an update of the 2024-2029 PROSA Plan process with an emphasis on the technical approach. Staff and the Council will be joined by Tom Beckwith, Principal with Beckwith Consulting Group, the technical consultant working on the PROSA Plan.

Completed Work

Beckwith conducted workshops with staff and S&A to conduct preliminary planning and review the following:

- *Vision* - including assessment of work completed since the 2017 PROS Plan, 2027-2023 Public Art & Cultural Services Plan, on-going Urban Forest Assessment update, 2022 Resident Satisfaction Survey, and on-going Aquatics Feasibility Study;
- *Participants* - who and how to involve adjacent cities of Edmonds, Mountlake Terrace, Lake Forest Park, Kenmore, the Shoreline School District, YMCA, and other public, nonprofit, and for-profit agencies, among others; and
- *Progress* – review progress with City staff and the PRCS/Tree Board on a bi-weekly basis and with the Planning Commission and City Council at milestone tasks during a series of workshop review sessions.

S&A completed their outreach and engagement portion of the PROSA Plan and has handed that data to Beckwith. Staff and Beckwith are focused on completing remaining outreach and engagement and interpreting the results provided by S&A. In addition to public surveys, 'tabling events' were held at the City sponsored events (the Lantern Festival and Dia de los Muertos), the City's Indoor Playground program, the Senior Center, and the Teen Center. Focus groups were also held with local athletic groups who rent City facilities. Finally, Beckwith and staff also conducted tours of City parks and recreation facilities.

Current Work

Beckwith is currently updating demographic trends by analyzing present and projected population and demographic trends, including mapping walkability and social equities. These demographics will also include future age characteristics over the six-year plan period. City staff from multiple Departments are working closely to ensure that the same data sources are being used to produce demographics for the PROSA Plan update and the 2024 major update of the Comprehensive Plan.

Beckwith is also studying the volume of demand for different types of activities and generating walkability maps. They are also projecting service needs and market demands, including recreation activity participation, peak volumes, and turnover rates. Addition work includes assessing facility requirements using facility carrying capacity models, geographic information system gap analysis, and the Washington State Recreation and Conservation Office's (RCO) level of service scoring matrix to determine

existing level of service, distributional level of service, proposed objectives, and land acquisition and other costs.

Next Steps

In the next few months, staff and the PRCS/Tree Board will update city goals and associated policies included in the Comprehensive Plan. Beckwith will develop the PROSA Plan elements using a progressive plan layering approach to complete the following:

- Conduct interviews with local municipalities;
- Present project updates to the Planning Commission;
- Update Plan SAls;
- Draft the State Environmental Policy Act (SEPA) Checklist for the PROSA Plan's programmatic conditions, impacts, and mitigations, including background, elements of the natural environment, and elements of the human environment;
- Determine repair and replacement requirements to estimate the remaining life of existing and proposed facilities; and
- Analyze financial prospects to accomplish the City's combined six- and 20-year administration, art, recreation, maintenance, repair and replacement, and proposed level-of-service development requirements.

COUNCIL GOAL(S) ADDRESSED

This item implements City Council Goal No 2 - *Continue to deliver highly valued public services through management of the City's infrastructure and stewardship of the natural environment* - Action Step 2:

- *Continue to implement the Parks, Recreation, and Open Space Plan, including implementation of the 2021 Park Bond if approved by voters.*

RESOURCE/FINANCIAL IMPACT

The PROSA Plan update project budget includes \$100,000 for outreach and engagement and up to \$200,000 for technical analysis and plan development in the Capital Improvement Plan. The Beckwith Consulting Group contract covers the PROSA Plan update technical analysis and plan development.

RECOMMENDATION

No formal action is required tonight; this is a discussion item intended to provide Council with an overview of the 2024 PROSA Plan update process and an opportunity to provide early feedback on the proposed plan. Staff recommends that Council provide this feedback tonight to staff and the City's technical consultant.