



**City Council Regular Meeting Agenda  
Tuesday, September 06, 2022, 7:00 PM  
Council Chambers, 616 NE 4th Avenue**

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*NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting so reasonable accommodations can be made (28 CFR 35.102-35.104 ADA Title 1)*

**To Participate Remotely:**

**OPTION 1 – Video & Audio** (*able to public comment*)

Use Zoom app and Meeting ID – 828 4661 1929; or click <https://zoom.us/j/82846611929>

**OPTION 2 – Audio-only** (*able to public comment*)

By phone: 877-853-5257, Meeting ID – 828 4661 1929

**For Public Comment:**

1. On Zoom app – click Raise Hand icon
2. On phone – hit \*9 to “raise hand”
3. Or, email [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us) (400 word limit); routes to Council

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PUBLIC COMMENTS**

This is the public's opportunity to comment about any item on the agenda, including items up for final Council action.

**CONSENT AGENDA**

*NOTE: Consent Agenda items may be removed for general discussion or action.*

1. [August 15, 2022 Camas City Council Workshop and Regular, and August 19, 2022 Camas City Council Special Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [Washington State's \\$518 Million Opioid Settlement \(Shawn MacPherson, City Attorney\)](#)
4. [\\$90,580.00 Windsor Engineers Camas Library HVAC Mechanical Systems Assessment Professional Services Agreement Amendment No. 1 \(Submitted by James Carothers, Engineering Manager\)](#)

5. [2022 Equipment Surplus \(Submitted by Will Noonan, Public Works Operations Manager\)](#)
6. [\\$46,446.78 Pacific Power Group 2022-2026 Generator Maintenance and Repair Annual Contract \(Submitted by Will Noonan, Public Works Operations Manager\)](#)
7. [Street Light Pole Replacement, Maintenance and Repair \(Submitted by Will Noonan, Public Works Operations Manager\)](#)
8. [\\$363,003.42 Selby Bridge Company NE 3<sup>rd</sup> Avenue Bridge Seismic Retrofit Change Order No. 1 \(Submitted by James Carothers, Engineering Manager\)](#)
9. [\\$71,056.20 Karvonen Sand & Gravel 2022 Camas Cemetery Paving Bid Award with up to 10% change order authorization \(Submitted by James Carothers, Engineering Manager\)](#)

#### **NON-AGENDA ITEMS**

10. Staff
11. Council

#### **MAYOR**

12. [Suicide Awareness and Prevention Month Proclamation](#)
13. [National Hispanic Heritage Month Proclamation](#)
14. [Constitution Week Proclamation](#)

#### **MEETING ITEMS**

15. [Resolution No. 22-011 Hudson East Living, LLC Multi-Family Tax Exemption](#)  
Presenter: [Lauren Hollenbeck, Senior Planner](#)  
[Time Estimate: 10 minutes](#)
16. [Public Hearing for Ordinance No. 20-014 Unlawful Camping and Storage of Personal Property](#)  
Presenter: [Shawn MacPherson, City Attorney](#)  
[Time Estimate: 45 minutes](#)

#### **PUBLIC COMMENTS**

#### **CLOSE OF MEETING**



**City Council Workshop Minutes - Draft  
Monday, August 15, 2022, 4:30 PM  
Council Chambers, 616 NE 4th Avenue**

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*NOTE: Please see the published Agenda Packet for item attachments*

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**CALL TO ORDER**

Mayor Steve Hogan called the meeting to order at 4:30 p.m.

**ROLL CALL**

Present: Council Members Greg Anderson, Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein and Leslie Lewallen

Staff: Bernie Bacon, Debra Brooks, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Trang Lam, Shawn MacPherson, Robert Maul, Will Noonan, Bryan Rachal, Jeff Swanson, Connie Urquhart and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

**PUBLIC COMMENTS**

No one from the public wished to speak.

**WORKSHOP TOPICS**

1. Draft Ordinance Related to Unlawful Camping  
Presenter: Jeff Swanson, Interim City Administrator and Shawn MacPherson, City Attorney

Swanson introduced the draft ordinance and MacPherson provided the background and an overview. Discussion ensued. A public hearing will be placed on the September 6, 2022 Regular Agenda for Council's consideration.

2. Library HVAC Professional Services Agreement Amendment  
Presenter: Steve Wall, Public Works Director

This item will be placed on the September 6, 2022 Consent Agenda for Council's consideration.

3. Library Roof Replacement Contract  
Presenter: Will Noonan, Public Works Operations Manager

Noonan provided an overview of the contract. Discussion ensued. This item was also placed on the August 15, 2022 Consent Agenda for Council's consideration.

4. Street Light Pole Replacement, Maintenance and Repair  
Presenter: Will Noonan, Public Works Operations Manager

Noonan provided an overview of the project. This item will be placed on the September 6, 2022 Consent Agenda for Council's consideration.

5. Camas-Washougal Skate Park Improvements  
Presenter: Trang K. Lam, Parks & Recreation Director

Lam provided an overview of the proposed improvements. Discussion ensued. This item will be placed on a future Council meeting agenda.

6. City of Camas 2023-2024 Capital Budget Decision Packages Presentation – Part 2  
Presenter: Cathy Huber Nickerson, Finance Director and Debra Brooks, Financial Analyst

Huber Nickerson introduced the budget discussion. Brooks and Wall provided an overview of the budget decision packages. Discussion ensued. This item was for Council's information only.

## **COUNCIL COMMENTS AND REPORTS**

Hein attended the Rose and Leadbetter properties tour, the Downtown Camas Association's (DCA) First Friday William & Son Jewelers ribbon-cutting event, and the Finance Committee meeting.

Carter commented about the August 1, 2022 Council Meetings.

Boerke commented about August 1, 2022 DCA presentation to Council and the Camas-Washougal Rotary.

Chaney commented about the DCA, the Camas Cemetery, and the North Shore Subarea Planning Committee and Open House.

Chaney commented about the downtown Camas temporary curbside pickup parking spots and outdoor dining accommodations that were put in place during COVID outbreak surges. Discussion ensued.

Anderson commented about the downtown Camas temporary curbside pickup parking spots and the Parking Advisory Committee.

Anderson attended the C-TRAN Board meeting and will attend the Joint Policy Advisory Committee (JPAC) meeting with the City of Washougal.

Hogan commented about the City Administrator recruitment process, the county-wide wildfire emergency planning and city-wide continuity in operations coordination (COOP) planning.

## **PUBLIC COMMENTS**

No one from the public wished to speak.

## **CLOSE OF MEETING**

The meeting closed at 6:09 p.m.





**City Council Regular Meeting Minutes - Draft  
Monday, August 15, 2022, 7:00 PM  
Council Chambers, 616 NE 4th Avenue**

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*NOTE: Please see the published Agenda Packet for all item file attachments*

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**CALL TO ORDER**

Mayor Steve Hogan called the meeting to order at 7:00 p.m.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Present: Council Members Greg Anderson, Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein and Leslie Lewallen

Staff: Bernie Bacon, Cliff Free, Jennifer Gorsuch, Laurel Hollenbeck, Cathy Huber Nickerson, Trang Lam, Robert Maul, Will Noonan, Bryan Rachal, Jeff Swanson, Connie Urquhart and Steve Wall

Press: No one from the press was present

**PUBLIC COMMENTS**

This is the public's opportunity to comment about any item on the agenda, including items up for final Council action.

Matthew McBride, Camas, commented about Camas Days and about the downtown Camas pedestrian crossings.

Randal Friedman, Camas, commented about City of Camas and paper mill history.

Deborah Nagano, Camas, commented about the Clark County Arts Commission and about the City of Camas Legacy Lands.

**STAFF PRESENTATIONS**

1. Community Survey 2022

Presenter: Bryan Rachal, Director of Communications

Rachal provided an overview of the community survey and discussion ensued. Council provided guidance about additional questions.

2. Resolution No. 22-011 Multi Family Tax Exemption Agreement with Hudson Living  
Presenter: Lauren Hollenbeck, Senior Planner

Hollenbeck provided an overview of the draft resolution. Discussion ensued. This item will be placed on a future Regular Meeting Agenda for Council's consideration.

## CONSENT AGENDA

4. August 1, 2022 Camas City Council Workshop and Regular, and August 5, 2022 Camas City Council Special Meeting Minutes
5. \$1,366,444.25 Automated Clearing House and Claim Checks Numbered 151622–151815
6. \$124,088.87 June 2022 Emergency Medical Services (EMS) Write-off Billings; \$101,802.78 Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$22,286.09 Ground Emergency Medical Transport funding (Submitted by Cathy Huber Nickerson, Finance Director)
7. \$134,175.46 July 2022 Emergency Medical Services (EMS) Write-off Billings; \$114,491.76 Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$19,683.70 Ground Emergency Medical Transport funding (Submitted by Cathy Huber Nickerson, Finance Director)
8. \$1,112,210 Garland/DBS Library Roof Replacement Contract (Submitted by Will Noonan, Public Works Operations Manager)
9. WWTP Aeration Basin Cleaning Contract Award (Submitted by Steve Wall, Public Works Director)

**It was moved by Carter, and seconded, to approve the Consent Agenda. The motion carried unanimously.**

## NON-AGENDA ITEMS

10. Staff

Maul announced the next Planning Commission meeting and the next North Shore Open House with a corresponding online survey.

Wall commented about road striping work in downtown Camas, the City's Wastewater Treatment Plant staffing, and the Lake Water Quality Management effort.

Urquhart commented about the Camas Public Library's centennial celebration coming in 2023, and the current corresponding slogan contest for the event.

Swanson attended the Washington City/County Managers Association (WCMA) Conference.

Hogan commented about the City Council Vacancy application process.

11. Council

Boerke commented about the Downtown Camas Association's (DCA) Main Street Tax Credit Incentive Program's Business & Occupation (B&O) tax credit availability.

Anderson commented about the City Council Vacancy Ad Hoc Committee.

## MAYOR

12. Mayor Announcements

Mayor had no announcements.

13. Mayor's Appointments of Council Member Anderson and Council Member Carter to the Council Vacancy Ad Hoc Committee

**It was moved by Hein, and seconded, to approve Mayor Hogan's appointments to the Council Vacancy Ad Hoc Committee.**

Bacon provided details about the purpose of the Council Vacancy Ad Hoc Committee.

**The motion carried unanimously.**

## MEETING ITEMS

14. Ordinance No. 22-013 RE: Revolving Line of Credit Providing for Issuance and Sale of Limited Tax General Obligation Bond Note  
Presenter: Cathy Huber Nickerson, Finance Director

**It was moved by Carter, and seconded, to adopt Ordinance No. 22-013 and publish according to law. The motion carried by the following vote:**

**Anderson – Aye**

**Boerke – Aye**

**Carter – Aye**

**Chaney – Aye**

**Hein – Aye**

**Lewallen – Aye**

## PUBLIC COMMENTS

Randal Friedman, Camas, commented about the form of government and voting powers of the City of Camas.

Deborah Nagano, Camas, commented about the City of Camas North Shore and incorporation of the arts.

John Svarlich, Camas, commented about the form of government.

## EXECUTIVE SESSION

15. Executive Session – Topic: Potential Litigation (RCW 42.30.110)

Mayor Hogan stated that the Executive Session was scheduled to last approximately 15 minutes.

Mayor Hogan recessed the meeting at 8:19 p.m.

The Council met in Executive Session regarding potential litigation. Elected officials present were Mayor Hogan and Council Members Anderson, Boerke, Carter, Chaney, Hein, and Lewallen. Others present were City Attorney Shawn MacPherson and Parks & Recreation Director Trang Lam.

Mayor Hogan reconvened the meeting at 8:36 p.m.

**CLOSE OF MEETING**

The meeting closed at 8:36 p.m.



**City Council Budget Workshop Minutes - Draft**  
**Friday, August 18, 2022, 9:00 AM**  
**Council Chambers, 616 NE 4th AVE**

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*NOTE: See the published packet for attachments*

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**SPECIAL MEETING**

**CALL TO ORDER**

Mayor Hogan called the meeting to order at 9:00 a.m.

**ROLL CALL**

Present: Council Members Greg Anderson, Marilyn Boerke, Bonnie Carter, Don Chaney, and Leslie Lewallen

Remote: Council Member Hein

Staff: Bernie Bacon, Heidi Bealer, Debra Brooks, Carrie Davis, Chamerre Fonacier, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Trang Lam, Robert Maul, Bryan Rachal, Heather Rowley, Jeff Swanson and Steve Wall

Press: No one from the press was present

**OPERATING BUDGET DISCUSSION**

Free, Lam and Wall provided department-specific details about the Operating Budget.

The meeting recessed at 10:06 a.m.

The meeting resumed at 10:21 a.m.

Various staff provided department-specific details about the Operating Budget.

Staff provided additional about the City of Camas Budget process. This item will be placed on a future Council Meeting agenda for further discussion.

**CLOSE OF MEETING**

The meeting closed at 11:37 a.m.



# Staff Report – Consent Agenda

September 6, 2022 Council Regular Meeting

Washington State’s \$518 Million Opioid Settlement (Shawn MacPherson, City Attorney)

Phone	Email
360.834.4611	smacpherson@cityofcamas.us

**INTRODUCTION/PURPOSE/SUMMARY:** This Consent Agenda item relates to Council approval of the Mayor to sign an ‘Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State.’

The City Council previously considered and approved a similar agreement in April titled, ‘One Washington Memorandum of Understanding between Washington Municipalities.’ In both cases, the City has been requested to sign to show support for the settlement and to reach a required threshold percentage of participating municipalities.

**RECOMMENDATION:** The City Attorney recommends Council authorize the Mayor to sign the Settlement documents.

## 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**

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

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

**Asotin County**

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

**Benton County**

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

**Chelan County**

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

**Clallam County**

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

**EXHIBIT B**

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

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

**Columbia County**

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

**Cowlitz County**

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

**Douglas County**

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

**Ferry County**

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



**EXHIBIT B**

County	Local Government	% Allocation
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**Franklin County**

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

**Garfield County**

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

**Grant County**

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

\*\*\* - Local Government appears in multiple counties B-3

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
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**Grays Harbor County**

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

**Island County**

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

**Jefferson County**

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

**EXHIBIT B**

Item 3.

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

\*\*\* - Local Government appears in multiple counties B-5

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%
<b>County Total:</b>		<b>3.5635439479%</b>

**Kittitas County**

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

**Klickitat County**

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

**Lewis County**

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

EXHIBIT B

County	Local Government	% Allocation
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**Lincoln County**

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

**Mason County**

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

**Okanogan County**

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

**Pacific County**

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

\*\*\* - Local Government appears in multiple counties B-7

**EXHIBIT B**

County	Local Government	% Allocation
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**Pend Oreille County**

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

**Pierce County**

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

**San Juan County**

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

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

**EXHIBIT B**

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%
<b>County Total:</b>		<b>1.6910058544%</b>

**Skamania County**

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

**Snohomish County**

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

**EXHIBIT B**

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

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

**Stevens County**

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

**Thurston County**

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

**Wahkiakum County**

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



**EXHIBIT B**

County	Local Government	% Allocation
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**Walla Walla County**

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

**Whatcom County**

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

**Whitman County**

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

**EXHIBIT B**

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

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

**AUGUST 8, 2022**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**FOR THE STATE OF WASHINGTON:**

ROBERT W. FERGUSON  
Attorney General

---

JEFFREY G. RUPERT  
Division Chief

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

**FOR THE PARTICIPATING LOCAL GOVERNMENT:**

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

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

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

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

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

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

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

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

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

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## DISTRIBUTORS – WASHINGTON SETTLEMENT AGREEMENT

### I. Overview

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

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

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

### II. Conditions to Effectiveness of Agreement

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

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

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

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

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

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

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

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

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

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



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

### III. Participation by Subdivisions

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

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

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

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

### IV. Settlement Payments

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

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

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

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

## V. Plaintiffs' Attorneys' Fees and Costs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## VI. Release

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

## VII. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Copy to the State of Washington at:*

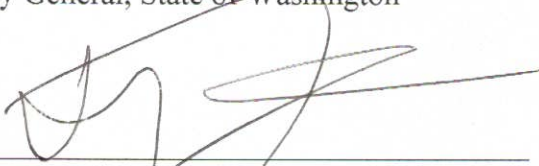
Shane Esquibel  
Jeffrey Rupert  
Laura Clinton  
Washington Attorney General's Office  
1125 Washington Street SE  
PO Box 40100  
Olympia, WA 98504-0100  
Shane.Esquibel@atg.wa.gov  
Jeffrey.Rupert@atg.wa.gov  
Laura.Clinton@atg.wa.gov

[Signatures begin on next page.]

Authorized and agreed to by:

Dated: 5/2/22

ROBERT W. FERGUSON  
Attorney General, State of Washington

By: 

Name: JEFFREY RUPERT

Title: Division Chief

**Authorized and agreed to by:**

Dated: May 2, 2022

AMERISOURCEBERGEN CORPORATION



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

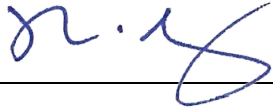
Elizabeth Campbell  
Executive Vice President and Chief Legal Officer



**Authorized and agreed to by:**

Dated: 04/29/2022

CARDINAL HEALTH, INC.

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

Name: Jessica Mayer

Title: Chief Legal and Compliance Officer

Authorized and agreed to by:

Dated: 5/2/22

MCKESSON CORPORATION

By: 

Name: Sarah C- Braun

Title: Corporate Secretary

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF WASHINGTON,

Plaintiff,

v.

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

Defendants.

NO. 19-2-06975-9 SEA

FINAL CONSENT JUDGMENT AND  
DISMISSAL WITH PREJUDICE

**FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE**

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

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

#### I. RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
THE HONORABLE JUDGE MICHAEL. R. SCOTT

APPROVED, AGREED TO AND PRESENTED BY:

ROBERT W. FERGUSON  
Attorney General

STOEL RIVES LLP

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### DECLARATION OF SERVICE

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

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

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

**Exhibit H Distributor Global Settlement Agreement**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**A. Definitions**

As used in this MOU:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **C. Regional Agreements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

## **E. General Terms**

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

4894-0031-1574, v. 2

# EXHIBIT A

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

### PART ONE: TREATMENT

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

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

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

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

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

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

PART TWO: PREVENTION

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

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

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

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

**G. PREVENT MISUSE OF OPIOIDS**

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

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

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

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

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

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

## 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**

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

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

**Asotin County**

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

**Benton County**

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

**Chelan County**

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

**Clallam County**

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

**EXHIBIT B**

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

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

**Columbia County**

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

**Cowlitz County**

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

**Douglas County**

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

**Ferry County**

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

\*\*\* - Local Government appears in multiple counties B-2

**EXHIBIT B**

Item 3.

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

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

**Garfield County**

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

**Grant County**

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

\*\*\* - Local Government appears in multiple counties B-3

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
<b><u>Grays Harbor County</u></b>		
	Grays Harbor County	0.9992429138%
	Aberdeen	0.2491525333%
	Cosmopolis	
	Elma	
	Hoquiam	
	McCleary	
	Montesano	
	Oakville	
	Ocean Shores	
	Westport	
	<b>County Total:</b>	<b>1.2483954471%</b>
<b><u>Island County</u></b>		
	Island County	0.6820422610%
	Coupeville	
	Langley	
	Oak Harbor	0.2511550431%
	<b>County Total:</b>	<b>0.9331973041%</b>
<b><u>Jefferson County</u></b>		
	Jefferson County	0.4417137380%
	Port Townsend	
	<b>County Total:</b>	<b>0.4417137380%</b>

**EXHIBIT B**

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

\*\*\* - Local Government appears in multiple counties B-5

**EXHIBIT B**

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

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

**Kittitas County**

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

**Klickitat County**

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

**Lewis County**

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

**EXHIBIT B**

Item 3.

County	Local Government	% Allocation
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**Lincoln County**

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

**Mason County**

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

**Okanogan County**

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

**Pacific County**

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

\*\*\* - Local Government appears in multiple counties B-7

**EXHIBIT B**

Item 3.

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

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

**Pierce County**

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

**San Juan County**

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

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



**EXHIBIT B**

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

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

**Skamania County**

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

**Snohomish County**

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

**EXHIBIT B**

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

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

**Stevens County**

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

**Thurston County**

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

**Wahkiakum County**

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

**EXHIBIT B**

Item 3.

County	Local Government	% Allocation
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**Walla Walla County**

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

**Whatcom County**

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

**Whitman County**

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

**EXHIBIT B**

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

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

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

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

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

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

**C. PREGNANT & POSTPARTUM WOMEN**

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

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

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

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

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

**F. TREATMENT FOR INCARCERATED POPULATION**

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

**G. PREVENTION PROGRAMS**

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

**H. EXPANDING SYRINGE SERVICE PROGRAMS**

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

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



## Schedule B Approved Uses

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

### PART ONE: TREATMENT

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

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

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

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

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

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PART TWO: PREVENTION**

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

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

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



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

**G. PREVENT MISUSE OF OPIOIDS**

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

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



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

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

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

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

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

PART THREE: OTHER STRATEGIES

**I. FIRST RESPONDERS**

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

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

**J. LEADERSHIP, PLANNING AND COORDINATION**

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

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

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

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

#### **K. TRAINING**

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

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

#### **L. RESEARCH**

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

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

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



**CITY OF CAMAS  
PROFESSIONAL SERVICES AGREEMENT  
Amendment No. 1**

616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

**Project No. G1024**

**Camas Library HVAC Mechanical Systems Assessment**

THIS AMENDMENT (“Amendment”) to Professional Services Agreement is made as of the 29 day of July, 2022, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Windsor Engineers** hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the “Parties.”

The Parties entered into an Original Agreement dated April 12, 2022, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. **Scope of Services.** Consultant agrees to perform additional services as identified on **Exhibit “A”** (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses, for an amount not-to-exceed **\$90,580**.
  - a.  Unchanged from Original/Previous Contract
2. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this Amendment by:
  - a.  Extended to September 30, 2023.
  - b.  Unchanged from Original/Previous Contract date of \_\_\_\_\_, 20\_\_\_\_

Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.
3. **Payment.** Based on the Scope of Services and assumptions noted in **Exhibit “A”**, Consultant proposes to be compensated on a time and material basis per **Exhibit “A”** (Costs for Scope of Services) with a total estimated not to exceed fee of:
  - a. Previous not to exceed fee: \$29,250
  - b. Amendment No. 1 \$90,580
  - c. **Total: \$119,830**
  - d. Consultant billing rates:
    - Modification to Consultant Billing Rates per **Exhibit “C”** attached herein
    - Unchanged from Original Contract

4. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF CAMAS:

WINDSOR ENGINEERS:  
*Authorized Representative*

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

DocuSigned by:  
*Logan Ellingson*  
By: \_\_\_\_\_  
AEAECF717974419...

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

Print Name: **Logan Ellingson**  
\_\_\_\_\_

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

Title: **Project Manager**  
\_\_\_\_\_

Date: **8/5/2022**  
\_\_\_\_\_

**EXHIBIT "A"**  
**AMENDED SCOPE OF SERVICES AND COSTS**

**AMENDMENT to**  
**CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT**  
**Project GT1024 – Camas Library HVAC Mechanical Systems Assessment**

**Introduction**

A Professional Services Agreement (PSA) between the City of Camas and Windsor Engineers was developed and executed for Project No. G1024. The date of contract execution was April 12, 2022.

The City of Camas selected Windsor Engineers to perform the Camas Library HVAC Mechanical Systems Assessment through a process that included a telephone interview.

The assessment has been completed (report submitted to City in June 2022). The report included recommendations for implementing a HVAC improvement project.

The City wishes to have improvements completed in mid-2023. Due to the long lead time for new equipment, it is recommended that design work be initiated quickly and that prepurchase of long-lead equipment items be an early priority of the design process.

Windsor Engineers has prepared a Scope, Schedule, and Budget as described in this Amendment document.

**Amended Project Designation**

The Project Description remains the same except it is proposed an additional sentence be added so that Paragraph 1 of the PSA now reads *“The Consultant is retained by the City to perform professional services in connection with the project designated as the **Camas Library HVAC Mechanical Systems Assessment**. By amendment the professional services are to include design, bid, and construction support services.”*

**Amended Scope of Services**

The April 2022 PSA included a Scope of Services as described in Exhibit “A”. by amendment new Scope of Services tasks are incorporated into the PSA as attached to this amendment as described as Exhibit “A1”.

**Amended Time for Performance**

The April PSA included a requirement to complete work no later than September 30, 2022 unless an extension of time is granted in writing. Given that construction will occur in 2023 and given that there will be some follow-up O&M, record drawing, and other closeout tasks, it is proposed, by amendment, that the Time for Performance be: *“Consultant shall perform all*



*services and provide all work product required pursuant to this amended agreement by no later than September 30, 2023*". The Agreement terms in the Time for Performance paragraph related to written extensions and termination shall remain as written.

**Amended Payment**

The April 2022 PSA included a not to exceed amount of \$29,250. It is proposed that, by amendment, that the not to exceed amount be increased by an amount of \$90,580 to perform the tasks described in Exhibit A1 and as broken down in Exhibit A2. This increases the total not to exceed amount to \$119,830. Other payment terms from the original PSA remain unchanged.

**Other Terms and Conditions**

Paragraphs 5-26 of the April 2022 PSA remain unchanged. Exhibit B also remains unchanged.

**Attachments:**

- Exhibit A1 – Scope of Services
- Exhibit A2 – Budget Breakdown
- Exhibit A3 – Project Schedule

## Exhibit A1 - Scope of Services

In addition to the existing Scope of Services as authorized by the April 2022 PSA, a new phase of work for design, bid, and construction support services is added by amendment with the scope as follows:

### Project Description

The project includes modernization of the HVAC systems in the Camas Library. The nature of the improvements are as described in the “Draft Systems Assessment” report submitted by Windsor Engineers to the City of Camas on June 24, 2022. Final Report to be delivered no later than September 1, 2022.

The improvements will include replacement of major HVAC equipment, and specification/coordination for obtaining a new HVAC control system.

The major equipment replacement items will include a chiller, two boilers, the rooftop air handler, three heating/cooling pumps, and four fan arrays for indoor air handlers. It is possible that some of these items may end up with rebuild and replacement of wear parts. Decisions will be made as the project design proceeds.

An assessment of lead times for major equipment will be made and decisions will then be made about which items will need to be pre-purchased.

The project will include pre-purchasing of equipment, bidding of a construction contract, and follow-up items necessary to close out construction and close the project. Separate plan sets and specifications are anticipated for equipment pre-purchase and construction documents.

### Task 1 – Project Management

- Windsor will coordinate with City of Camas staff on meetings, information needs, deadlines, reviews, etc.
- The City of Camas will provide available information to Windsor to help with the design.
- Windsor will gather applicable information. Information needed could include (but not be limited to):
  - Architectural CAD files for the Library building.
- Operation staff interviews
- Research and review rebate and incentive program options.

### Task 2 – Design Development

- Windsor will utilize the calculations, analysis, and recommendations provided in the Mechanical Systems Assessment during the pre-design phase.
- Preliminary equipment selections will be made.

- Equipment will be coordinated with the existing structure and electrical infrastructure and controls locations.
- Preliminary specifications for materials and equipment will be developed.
- An engineer's estimate of construction costs will be prepared.

### **Task 3 – 50% Construction Document Submittal and meeting with City of Camas**

- Windsor will complete a draft 50% design for construction for review by City of Camas staff.
- Windsor will hold meetings with City of Camas staff to verify design direction approval.

### **Task 4 – Prepurchase Package Development and Procurement Assistance**

- Windsor will prepare documents and drawings required for the pre-purchase of major equipment that has been identified to have extended lead times.
- An analysis of lead times for each equipment item will be performed.
- A City/Windsor discussion will be held to make decisions about which items warrant pre-purchasing.
- A bid package will be prepared for prepurchase in coordination with standard City procurement procedures.
- Windsor will assist in answering bidder questions and reviewing bid packages for technical compliance.
- Windsor will review the Submittals from the successful low bidder(s).

### **Task 5 – Controls Evaluation and Specification**

- Alternatives for three controls systems will be considered and discussed with City.
- A proposed method for updating controls will be recommended and specified.
- Determination will be made whether to include it in the construction bid package or to procure control upgrades separately.

### **Task 6 – Final Design**

- Final miscellaneous equipment selections will be made.
- Windsor will complete a 100% design for construction issuance for bidding and construction.
- The engineer's estimate of construction costs will be updated.

### **Task 7 – Bid Period Services**

- Windsor will answer questions that come up during the bid process.
- Windsor will attend a pre-bid meeting

- A project addendum will be developed to incorporate any changes and to address any clarifications necessary to help bidders have clear understanding of the project.
- Windsor will review bids and be available to provide input during the bidding process.

### **Task 8 – Construction Support**

- Windsor will prepare for and attend a pre-construction meeting.
- Windsor will review equipment submittals and respond to RFI's.
- Assistance will be provided related to any change order requests and/or substitution requests.
- Up to three site visits will occur during construction.
- Windsor will attend biweekly construction coordination meetings with the Contractor and City staff.

### **Task 9 – Closeout**

- A punchlist will be developed in conjunction with City staff.
- Windsor will coordinate with contractor to obtain record drawings and will review the record drawings.
- Windsor will also coordinate with the contractor to obtain a full set of O&M manuals for equipment, control system, etc. For delivery to City of Camas facilities staff on bound hardcopy and digital version in PDF.

### **Assumptions**

- It is assumed that there will not be a need for architectural, structural, or civil design improvements.
- It is assumed that there will not need to be any surveying, geotechnical, vibration analysis, acoustic analysis or other specialty subcontract services.
- The contractor will pay for any permit-related fees.
- Controls/SCADA programming is not provided by Windsor.
- Windsor is not able to guarantee equipment purchase lead times due to supply chain uncertainty.

**Exhibit A2 – Budget Breakdown**

The budget breakdown schedule shown below is for reference. The actual costs per task may be more or less in each case but the not-to-exceed value of \$90,580 may not be exceeded without the execution of a mutually agreeable written amendment.

Task	Descriptions	Labor	Expense	Subs	Totals
1	Project Management	\$5,675	\$50	\$0	\$5,725
2	Design Development	\$31,815	\$200	\$0	\$28,560
3	50% Design Submittal	\$4,490	\$0	\$0	\$4,490
4	Prepurchase Package & Procurement	\$11,825	\$0	\$0	\$11,825
5	Controls Evaluation & Specification	\$2,790	\$0	\$0	\$2,790
6	Final Design	\$25,520	\$100	\$0	\$22,955
7	Bid Period Services	\$2,970	\$0	\$0	\$2,970
8	Construction Support	\$8,170	\$155	\$0	\$8,325
9	Closeout	\$2,940	0	\$0	\$2,940
<b>Total</b>		<b>\$96,195</b>	<b>\$505</b>	<b>\$0</b>	<b>\$90,580</b>

### Exhibit A3 – Project Schedule

For purposes of this preliminary project schedule, it is assumed that Windsor will be authorized to begin work by early August, 2022. Timelines will be shifted if the project starts later than that. It is understood that the goal is to have all construction completed by spring of 2023 to the extent practical.

- Windsor will begin Tasks 1 and 2 immediately upon notice to proceed.
- It is anticipated that Windsor will complete Tasks 2 and 3 within 8 weeks of notice to proceed.
- It is planned that the completion date for the development of an equipment prepurchase bid package (Task 4) will also be completed within 8 weeks of notice to proceed. The bid and award timelines for prepurchase will be dependent upon City processes.
- Task 6 (Final design) will be completed approximately 6 weeks after the equipment prepurchase selected bidders are known.
- Tasks 7 (Bid support) and 8 (Construction support) will take place during the bid and construction periods. Windsor will work with the City to develop a timeline for these periods of work.
- Task 9 (Closeout) will occur in the month following construction substantial completion.

### City of Camas Surplus Equipment - Sept 2022

EQ #	Description	Model Year	Manufacturer ID	Model ID	VIN	Odometer	License #	Life Cycle Status
383	Truck	2007	GMC	C5500	1GDE5C1998F401007	16,843	48693D	PREP FOR DISPOSAL
387	Pickup	2011	FORD	F150	1FTFW1EF4BKD68944	117,251	48698D	PREP FOR DISPOSAL
401	SUV	2013	FORD	INTERCEPTOR	1FM5K8AR2DGC63708	121,186	55270D	PREP FOR DISPOSAL
411	Pickup	2006	FORD	F150	1FTPW14V46FB30376	100,267	42824D	PREP FOR DISPOSAL
435	Mower	2015	Hustler	Super 104	931733	1725	N/A	PREP FOR DISPOSAL
396	Sedan	2013	FORD	INTERCEPTOR	1FAHP2M86DG123587	52186	70421D	PREP FOR DISPOSAL
447	Garbage Truck	2016	PETERBILT	320	3BPZLJ0X8GF106807	66213	50755D	PREP FOR DISPOSAL

**QUOTE PROPOSAL  
2022-2026 GENERATOR MAINTENANCE AND REPAIR**

To the Office of the City Clerk  
Camas, Washington

The undersigned hereby certifies that he has examined the specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said Plans, Specifications and contract, and the following schedule of rates and prices:

(Note: Unit prices for all items, all extensions, and total amount of quote should be shown. All entries must be typed or entered in ink.)

**The City is requesting a quote for the Initial contract year.**

GENERATOR LIST (specific generator information can be found in Exhibit "A")				
	GENERATOR LOCATION NAME	DIVISION	ADDRESS	QUOTE AMOUNT
1	Camas City Hall	Facilities	616 NE 4TH AVENUE, Camas, WA 98607	\$809.44
2	Camas Police Department	Facilities	2100 NE 4RD AVENUE, Camas, WA 98607	\$1,116.18
3	Camas Fire Station 42	Facilities	4321 NW PARKER ST, Camas, WA 98607	\$874.43
4	Camas Fire Station 43	Facilities	1400 A STREET, Washougal, WA 98671	\$1,058.44
5	Slow Sand Filter Plant	Water/Sewer	32723 NE Lessard Road, Camas, WA 98607	\$808.02
6	Angelo Pump	Water/Sewer	325 NE 23rd Avenue, Camas, WA 98607	\$1,131.39
7	Butler Reservoir & Pump	Water/Sewer	707 NE 43rd Avenue, Camas, WA 98607	\$1,288.20
8	Crown Road Pump	Water/Sewer	3609 SE Strong Avenue, Camas, WA 98607	\$1,036.71
9	Lacamas Pump	Water/Sewer	4542 NW Rae Court, Camas, WA 98607	\$734.75
10	Lower Prune Hill Reservoir & Pump	Water/Sewer	600 NW 18th Loop, Camas, WA 98607	\$1,288.20
11	Upper Prune Hill Reservoir (Radio Room)	Water/Sewer	2822 NW 18th Avenue, Camas, WA 98607	\$617.92
12	Upper Prune Hill Reservoir (Portable)	Water/Sewer	2822 NW 18th Avenue, Camas, WA 98607	\$738.32
13	Well 8	Water/Sewer	1919 SE 6th, Camas, WA 98607	\$711.54
14	Well 11&12	Water/Sewer	1919 SE 6th, Camas, WA 98607	\$1,638.86
15	Well 13	Water/Sewer	1250 East 1st Avenue, Camas, WA 98607	\$1,243.66
16	Well 14	Water/Sewer	1919 SE 6th, Camas, WA 98607	\$1,243.66
17	232nd Avenue Lift Station	WWTP	NEAR 618 NE 232nd Ave., Camas, WA 98607	\$885.06
18	Baz Park Lift Station	WWTP	1906 NE 3rd Loop, Camas, WA 98607	\$1,087.53
19	Brady Road Lift Station	WWTP	919 NW Brady Rd, Camas, WA 98607	\$851.66
20	Camas Meadows Lift Station	WWTP	6902 NW Morgan Wy., Camas, WA 98607	\$799.92
21	Crown View Lift Station	WWTP	3222 NW Ivy Ln., Camas, WA 98607	\$711.95
22	Fisher Lift Station	WWTP	5870 NW 38th, Camas, WA 98607	\$862.20
23	Goodwin Road Lift Station	WWTP	2305 NE Goodwin Rd., Camas, WA 98607	\$890.73
24	Grand Ridge Lift Station	WWTP	843 NW Grand Ridge Dr., Camas, WA 98607	\$699.92
25	HARL Lift Station	WWTP	2100 N Woodburn Dr., Camas, WA 98607	\$862.20
26	Hillshire Lift Station	WWTP	2032 NW Artz Ct., Camas, WA 98607	\$797.19
27	Hunters Ridge Lift Station	WWTP	2021 NW 17th Ave., Camas, WA 98607	\$828.82
28	Lacamas Creek Lift Station	WWTP	1641 NE 3rd Ave., Camas, WA 98607	\$1,010.93
29	Lacamas Meadows Lift Station	WWTP	3263 NE 45th Ave., Camas, WA 98607	\$828.82



GENERATOR LOCATION NAME		DIVISION	ADDRESS	QUOTE AMOUNT
30	Lacamas Shores Lift Station	WWTP	6230 NW El Rey Dr., Camas, WA 98607	\$711.54
31	Larkspur Lift Station	WWTP	6162 NW Larkspur, Camas, WA 98607	\$828.82
32	Ledbetter Road Lift Station	WWTP	1050 SE Ledbetter Rd., Camas, WA 98607	\$1,368.31
33	Main Pump Station Lift Station	WWTP	480 SE 3rd Ave., Camas, WA 98607	\$1,197.90
34	Oak Park Lift Station	WWTP	907 SE Polk St., Camas, WA 98607	\$840.21
35	One Stop Lift Station	WWTP	200 SE Yale St., Camas, WA 98607	\$797.19
36	Parker Estates Lift Station	WWTP	3436 NW Parker, Camas, WA 98607	\$734.75
37	Prune Hill Park Lift Station	WWTP	3403 NW Sierra Dr., Camas, WA 98607	\$699.92
38	Lower Prune Hill Lift Station	WWTP	2381 NW 6th Pl., Camas, WA 98607	\$797.19
39	Stone Leaf Lift Station	WWTP	5713 NW 26th Ave., Camas, WA 98607	\$799.94
40	Sunningdale Gardens Lift Station	WWTP	4043 NW Dahlia Ln., Camas, WA 98607	\$711.54
41	Two Creeks Lift Station	WWTP	7402 NW Morgan Wy., Camas, WA 98607	\$798.71
42	West Camas Lift Station	WWTP	1625 NW 6th Pl., Camas, WA 98607	\$880.41
43	Winchester I Lift Station	WWTP	19617 SE 34th St., Camas, WA 98607	\$711.54
44	Winchester II Lift Station	WWTP	19320 SE 42nd St., Camas, WA 98607	\$711.54
45	WWTP #1 (Equip. Bldg)	WWTP	1129 S.E. Polk St., Camas, WA 98607	\$1,200.31
46	WWTP #2 (UV Bldg.)	WWTP	1129 S.E. Polk St., Camas, WA 98607	\$1,200.31
<b>TOTAL BID ITEMS 1-46 BASIS OF AWARD</b>				<b>\$42,446.78</b>

DUE TO RECENT FREQUENT AND SIGNIFICANT COST INCREASES, PACIFIC POWER GROUP RESERVES THE RIGHT TO REQUOTE PRICING IF OUR COST OF PREVAILING WAGE LABOR OR MATERIALS INCREASES AFTER DATE OF QUOTE.



**Signature of Owner or Authorized Corporate Officer  
(This is required for a valid bid.)**

**By signing the Bid Proposal, the bidder hereby declares, under penalty of perjury under the laws of the United States that the Non-Collusion Declaration and Notice to All Bidders statements, as provided in these Bid Specifications and Contract Documents, are true and correct.**

**The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.**



**PUBLIC WORKS DEPARTMENT**

**BID SPECIFICATIONS**

**AND**

**CONTRACT DOCUMENTS**

**FOR**

**STREET LIGHT POLE REPLACEMENT,  
MAINTENANCE AND REPAIR  
(UNIT PRICED PUBLIC WORKS CONTRACT)**

**CITY PROJECT NUMBER:  
UPC2201**

**MAY 2022**

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**CITY OF CAMAS PUBLIC WORKS DEPARTMENT  
CITY PROJECT NO. UPC2201  
STREET LIGHT POLE REPLACEMENT,  
MAINTENANCE AND REPAIR**

**CALL FOR BIDS**

Sealed bids will be received by the City of Camas, Administrative Services, 616 NE 4th Avenue, Camas, Washington, until 2:00 p.m. on June 10, 2022, and will then and there be publicly read. Eligible Contractors shall be listed with MSRC Rosters on the Small Works Roster as of May 23, 2022, under Electrical and Communications, Lighting-Street. Bid Specifications will be emailed to eligible Contractors.

All Bid Proposals shall be accompanied by a Bid Proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to \$17,500. This figure is based on five percent of the Contract Total amount of \$350,000, which is the not-to-exceed amount for the life of the Contract. Should the successful Bidder fail to enter into such contract and furnish satisfactory contract bond within the time stated in the most current updated version of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction (standard specifications), the Bid Proposal deposit shall be forfeited to the City of Camas.

The improvement for which bids will be received follows:

**Statement of Work:**

Repairs include, but are not limited to street light pole replacements, light adjustments, power diagnosis and repair, fuse replacements, photocell replacements and related work.

**For questions, please contact Will Noonan, Public Works Operations Manager,  
via email at [wnoonan@cityofcamas.us](mailto:wnoonan@cityofcamas.us) at the City of Camas.**

**The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County, effective June 10, 2022.**

**American Made:**

In an effort to maximize the creation of American jobs and restoring economic growth, the City of Camas encourages the use of products and services that are made in the United States of America whenever and wherever possible.

**Disadvantaged Businesses:**

The City of Camas encourages the solicitation and recruitment, to the extent possible, of certified minority-owned (MBE), women-owned (WBE), emerging small (ESB) businesses, and other disadvantaged companies in the construction of this project.

**Civil Rights Act:**

The City of Camas is an Equal Employment Opportunity employer.

The City of Camas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds

of the owner's race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency in consideration for an award.

The Contractor will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, marital status, race, creed, color, national origin, disability, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 (42 USC Section 5309); Civil Rights Act of 1964, Title VII (42 USC Section 2000e); Civil Rights Act of 1968, Title VIII (Fair Housing Act) (42 USC Sections 3601 - 3639); Executive Order 11063 (Equal Opportunity in Housing); Executive Order 11246, as amended (Equal Employment Opportunity); Architectural Barriers Act of 1968 (42 USC 4151, et seq.); Americans with Disabilities Act (42 U.S.C. 12101, et seq.); and Section 3 of the Housing and Urban Development Act of 1968, and 24 CFR 570.601.

The Contractor will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, sexual orientation, national origin, disability, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Architectural Barriers Act of 1968; Americans with Disabilities Act; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended).

**E-Verify Requirements:**

Per City of Camas Ordinance No. 2626, as a condition for the award or renewal of any contract after January 1, 2012, the Contractor shall enroll in the E-Verify program through the United States Department of Homeland Security and thereafter shall provide the City with a copy of the Memorandum of Understanding (issued by Homeland Security), submitted with their bid proposal, affirming their enrollment and participation in the program. The Contractor shall be required to continue their participation in the program throughout the course of their contract with the City. Prime contractors shall require and verify that each of their subcontractors and lower tiered subcontractors are also enrolled and participants in the E-Verify program. This is intended to be used exclusively for employees hired after award and for the duration of the contract with the City of Camas. Please go to the Engineering page of the City of Camas web site at [www.cityofcamas.us](http://www.cityofcamas.us) for additional information and to view Ordinance No. 2626.

E-Verify, is an Internet based system operated by the Department of Homeland Security in partnership with the Social Security Administration at no charge. E-Verify has been determined to be a suitable means for determining employment eligibility of new hires and the validity of their Social Security numbers. Please visit the Department of Homeland Security's web site at <http://www.dhs.gov/index.shtm> and select E-Verify to learn more or to enroll in this program.

This document and all associated public records will be released where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the City to respond to a request under the Act, as determined by the City, the Contractor agrees to make them promptly available to the City. If the Contractor considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the City receives a request under the Act to inspect or copy the information so identified by the Contractor and the City determines that release of the information is required by the Act or otherwise appropriate, the City's sole obligation shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified.

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsive, responsible bidder as it best serves the interests of the City.

DocuSigned by:  
*Bernie Bacon*  
4F14EBF72D0F4FF...  
\_\_\_\_\_  
Bernie Bacon  
City Clerk

**PART ONE**  
**BIDDING DOCUMENTS**

**BIDDER'S INFORMATION PAGE**

**CITY PROJECT NO. UPC2201**

**STREET LIGHT POLE REPLACEMENT, MAINTENANCE  
AND REPAIR**

Proposal Submitted By:

City Electric Co of wa

CONTRACTOR

Andrew Muonio, President

NAME OF AUTHORIZED COMPANY REPRESENTATIVE (Type or Print)

PO Box 930

andym@cityelectricnw.com

CONTRACTOR MAILING ADDRESS

EMAIL ADDRESS

La Center

WA

98629

360-901-1473

CITY

STATE

ZIP CODE

PHONE NO.

CITYEEC838C8

02/28/2023

WASHINGTON STATE CONTRACTORS LICENSE #

EXPIRATION

BID OPENING: June 10, 2022, at 2:00 p.m.

City of Camas City Hall  
616 NE 4th Avenue  
Camas, Washington 98607

Contacts: **City of Camas**  
**Will Noonan**  
**Phone: 360-817-1563**  
**E-mail: wnoonan@cityofcamas.us**



**PROPOSAL**

To the Office of the City Clerk  
Camas, Washington

The undersigned hereby certifies that they have examined the location of:

**PROJECT NO. UPC2201  
STREET LIGHT POLE REPLACEMENT, MAINTENANCE AND REPAIR  
(UNIT PRICED PUBLIC WORKS CONTRACT)**

and that the Plans, Specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said Plans, Specifications and contract, and the following schedule of rates and prices:

(Note: Unit prices for all items, all extensions, and total amount of bid should be shown. All entries must be typed or entered in ink.)

**SCHEDULE A: LABOR**

Item No.	Qty.	Unit	Description	Unit Price	Total
1	20	LIGHTS	Bulb Replacement – Acorn	\$ 250.00	\$ 5000.00
2	10	LIGHTS	Bulb Replacement – Cobra Head	\$ 250.00	\$ 2500.00
3	20	LIGHTS	Street Light Repair	\$ 250.00	\$ 5000.00
4	8	LIGHTS	Street Light Replacement – Acorn	\$ 2000.00	\$ 16,000.00
5	2	LIGHTS	Street Light Replacement – Cobra Head	\$ 2500.00	\$ 5000.00
6	20	HRS	Traffic Control	\$ 85.00	\$ 1700.00
7	10	HRS	Overtime	\$ 125.00	\$ 1250.00
8	1	LS	Minor Changes (minimum bid \$7,500)	\$ 7500.00	\$ 7500.00
<b>Schedule A Labor Subtotal</b>					\$ 43950.00
9	1	PERCENT	Markup Percentage (maximum 29%) Schedule A Subtotal X Markup %	%	\$ 12,745.50
<b>Schedule A Labor Total</b>					\$ 56,695.50

**SCHEDULE B: MATERIALS**

Item No.	Qty.	Unit	Description	Unit Price	Total
10	1	LS	Materials (Necessary to Complete Scope of Work, to include: incidental materials, fuses, minor wiring, photocells, etc.)		\$42,000.00
11	1	CALC	Markup Percentage (maximum 21%) Schedule B Subtotal X Markup %	%	\$ 8820.00
<b>Schedule B Materials Total</b>					<b>\$ 50,820.00</b>

**SCHEDULE C: EQUIPMENT**

Item No.	Qty.	Unit	Description	Unit Price	Total
12	1	LS	Equipment (Necessary to Complete Scope of Work)		\$2,500.00
13	1	CALC	Markup Percentage (maximum 21%) Schedule C Subtotal X Markup %	%	\$ 525.00
<b>Schedule C Equipment Total</b>					<b>\$ 3025.00</b>

<b>Subtotal Schedules A (Non-Taxable)</b>	<b>\$ 56,695.50</b>
<b>Subtotal Schedules B+C (Taxable)</b>	<b>\$ 53,845.00</b>
<b>Schedules B+C Washington State Sales Tax (8.4%)</b>	<b>\$ 4522.98</b>
<b>TOTAL (Basis of Award)</b>	<b>\$ 115,063.48</b>

Digitally signed by Andrew Muonio  
 DN: C=US,  
 E=andym@cityelectricnw.com, O=City  
 Electric Co, CN=Andrew Muonio  
 Date: 2022.07.26 07:35:22-07'00'

**Andrew Muonio**

**Signature of Owner or Authorized Corporate Officer**  
*(This is required for a valid bid)*

**LISTED QUANTITIES SHALL NOT BE CONSIDERED FIRM ESTIMATES  
 OF REQUIREMENTS FOR THE YEAR.  
QUANTITIES ARE BASED ON ANTICIPATED ANNUAL NEEDS.**

By signing the Bid Proposal, the bidder hereby declares, under penalty of perjury under the laws of the United States that the Non-Collusion Declaration and Notice to All Bidders statements, as provided in these Bid Specifications and Contract Documents, are true and correct.

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

**MANDATORY BIDDER RESPONSIBILITY CRITERIA INFORMATION:**

Per RCW 39.04.350 Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must provide the following:

City Electric Co of wa                      Andrew Muonio, President

**CONTRACTOR**    **NAME OF OWNER OR CORPORATE OFFICER**

7-26-2022

**SIGNATURE OF OWNER OR CORPORATE OFFICER**    **DATE**

CITYEEC838C8

DEPARTMENT OF LICENSING CONTRACTOR LICENSE REGISTRATION NUMBER

604075605

WA STATE UNIFIED BUSINESS IDENTIFIER NO. (UBI) / WA STATE TAX REGISTRATION NO.

646,095-00

LABOR AND INDUSTRIES WORKER COMPENSATION NUMBER

000-686523-00-7

EMPLOYMENT SECURITY DEPARTMENT NUMBER (UNEMPLOYMENT NUMBER)

81-4855777

EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)

**Beginning July 1, 2019, prior to bidding, contractors and subcontractors must have received training from the WA State Department of Labor & Industries (L&I) relating to the requirements associated with public works and prevailing wage. Contractors who have completed three or more public works projects and have held a valid Washington business license for three or more years are exempt. Contractors must be listed on the L&I Exempt List prior to bidding.**

BIDDER IS IN COMPLIANCE:     YES     NO

CITYEEC838C8

ELECTRICAL CONTRACTOR'S LICENSE NUMBER (if applicable)

**By signing this page, the bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by the final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.**

**I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.**

**NOTE TO BIDDER: Complete and sign this page and submit it with your bid. Incomplete bid packages will be considered non-responsive and may be rejected. Mandatory Bidder Responsibility Criteria information will be verified immediately for compliance to ensure that all accounts are current. Non-compliance with any of the above agency requirements may be considered grounds for a non-responsive bid.**

Per RCW 39.06.020, the Prime Contractor must verify bidder criteria for each first tier subcontractor. Lower-tiered subcontractors must also verify bidder criteria for their subcontractors.

## BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms, which must be executed in full as required and submitted at the bid opening:

- A. **PROPOSAL**  
Unit prices for all items, all extensions, and total amount of bid must be shown, except those items designated in the estimate of quantities to be paid for as lump sum. Any item shown on the Plans that does not have a bid item shall be considered incidental to the project and the costs thereof shall be included in other bid items of the project. Pay special attention to the Non-Collusion Declaration before signing the proposal. An unsigned bid may be considered a non-responsive bid.
- B. **BID BOND**  
Proposals must be accompanied by cash, a certified check, a cashier's check drawn on a bank of good standing, or a bid bond issued by a surety company authorized to issue such bonds in the State of Washington, in an amount of not less than five percent (5%) of the total amount of the bid submitted. The full amount will be returned within five (5) days after the contract has been executed.
- C. **DID YOU COMPLETE AND SUBMIT THE BIDDER'S INFORMATION PAGE?**
- D. **DID YOU SIGN AND SUBMIT YOUR BID PROPOSAL?**
- E. **DID YOU COMPLETE AND SUBMIT THE MANDATORY BIDDER RESPONSIBILITY CRITERIA INFORMATION FORM?**
- F. **DID YOU COMPLETE AND SUBMIT THE BID BOND ACKNOWLEDGEMENT FORM?**
- G. **IF APPLICABLE, DID YOU ACKNOWLEDGE RECEIPT OF ADDENDUMS?**
- H. **DID YOU COMPLETE AND SUBMIT THE ACKNOWLEDGEMENT OF CONTRACTOR LAWFUL HIRING COMPLIANCE ENROLLMENT FORM (E-VERIFY)?**
- I. **DID YOU SUBMIT A FULL AND COMPLETED COPY OF THE MEMBORANDUM OF UNDERSTANDING (MOU) ISSUED BY HOMELAND SECURITY IN ITS ENTIRETY WITH YOUR BID?**
- J. **DID YOU READ THE 'NON-COLLUSION DECLARATION' AND 'NOTICE TO ALL BIDDERS' STATEMENTS?**

The following forms are to be executed and submitted to the contracting agency by the successful bidder after the contract is awarded:

- A. CONTRACT**  
This agreement is to be executed by the successful bidder.
- B. CONTRACT BOND**  
This form is to be executed by the successful bidder and his surety company.
- C. DECLARATION OF OPTION FOR INVESTMENT OF RETAINED PERCENTAGE**  
This agreement is to be executed by the successful bidder.
- D. WAGE LAW INTENT AND AFFIDAVIT**  
This shall be completed in accordance with State Law.
- E. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**  
This is to be executed by the successful bidder.
- F. SUBMITTAL OF WEEKLY CERTIFIED PAYROLL REPORTS FOR ALL WORKERS ON THE PROJECT**  
Failure to submit correct and timely certified payrolls will delay payment.
- G. AFFIDAVIT OF E-VERIFY COMPLIANCE**  
To be completed prior to final payment

**ACKNOWLEDGEMENT OF CONTRACTOR LAWFUL HIRING COMPLIANCE ENROLLMENT**

**Re: City of Camas Public Work Contractor Lawful Hiring Compliance  
(Also referred to as E-Verify)**

Per City of Camas Ordinance No. 2626, as a condition for the award or renewal of any contract after January 1, 2012, the Contractor shall enroll in the E-Verify program through the United States Department of Homeland Security and thereafter shall provide the City with a copy of the Memorandum of Understanding in its entirety (issued by Homeland Security), submitted with their bid proposal, affirming their enrollment and participation in the program. The Contractor shall be required to continue their participation in the program throughout the course of their contract with the City. Prime contractors shall require and verify that each of their subcontractors and lower tiered subcontractors are also enrolled and participants in the E-Verify program. This is intended to be used exclusively for employees hired after award and for the duration of the contract with the City of Camas.

**BIDDERS MUST SUBMIT A COPY OF THEIR MEMO OF UNDERSTANDING IN ITS ENTIRETY FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY PROVING THAT THEIR COMPANY IS ENROLLED IN THE E-VERIFY PROGRAM. THIS IS REQUIRED AS A CONDITION OF CONSIDERATION OF YOUR BID.**

Your signature below indicates acceptance of these terms:

Andrew Muonio  Digitally signed by Andrew Muonio  
DN: cn=US,  
E=andym@cityelectricnw.com, o=City  
Electric Co, CN=Andrew Muonio  
Date: 2022.07.26 07:35:40-07'00

7-26-2022

\_\_\_\_\_  
**Signature of Owner or Authorized Corporate Officer**

\_\_\_\_\_  
**Date**

Andrew Muonio, President

\_\_\_\_\_  
**Company Owner/Officer's name printed**

City Electric Co of wa

\_\_\_\_\_  
**Company**

**NON-COLLUSION DECLARATION**

**I, by signing the Proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT 272-0361 EF

**BID BOND  
ACKNOWLEDGEMENT**

The bidder is hereby advised that by signature of this proposal they are deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

_____ CASH	<b>IN THE AMOUNT OF \$17,500 (based on Contract Total)</b>
_____ CASHIER'S CHECK	<b>Seventeen Thousand Five Hundred DOLLARS</b>
_____ CERTIFIED CHECK	<b>PAYABLE TO THE CITY TREASURER</b>
_____ PROPOSAL BOND	<b>OF CAMAS, WASHINGTON, IN</b>
	<b>THE AMOUNT OF 5% OF THE BID (anticipated Contract Total).</b>

Receipt is hereby acknowledged of Addendum(s) No. (s) \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_.

**SIGNATURE OF OWNER OR AUTHORIZED CORPORATE OFFICER**

\_\_\_\_\_  
\_\_\_\_\_

**FIRM NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**Notes:**

- 1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the City Engineer will be cause for considering the proposal irregular and subsequent rejection of the bid.
- 2) Please refer to Section 1-02.6 of the standard Specifications, re: "Preparation of Proposal", or "Article 4" of the Instructions to Bidders for building construction jobs.
- 3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication: **Street Light Pole Replacement, Maintenance and Repair, City of Camas Project No. UPC2201.**



**PART TWO**  
**GENERAL INFORMATION**

## I. GENERAL INFORMATION

### 1. **Purpose**

It is the intent and purpose of these specifications to describe the Unit Priced Public Works Contract for Street Light Pole Replacement, Maintenance and Repair in sufficient detail to secure bids on comparable units, equipment parts and material. All parts, which are necessary in order to provide a complete unit, ready for operation, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the Bidder.

This Unit-Price Contract is not to be used with Federal funds and shall be used for replacement, maintenance and repair work only. It shall not be used to complete a major project, or a budgeted Capital project.

### 2. **No Obligation to Contract**

This Bid does not obligate the City to contract for service(s), or product(s) specified herein. City reserves the right to cancel or reissue this Bid in whole or in part, for any reason prior to the issuance of a Notice of Award. The City does not guarantee to purchase any specific quantity or dollar amount. Bids that stipulate that the City shall guarantee a specific quantity or dollar amount will be disqualified (e.g., "all-or-none").

### 3. **New and Used**

All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

### 4. **Best Management Practices**

All work shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.

### 5. **Equal/Approved Equal**

These specifications are intended to be precise where a specific make, model or trade name is requested. Whenever a make, model or trade name is used, it shall be that or equal, or approved equal. Equal or approved equal means that the make, model or trade name will be given consideration if they fulfill the same performance requirements. The City reserves the right to make the decision on acceptability. Each bidder shall clearly identify make, model or trade name of equipment bid on the bid form. Any equipment proposed as an equal to that herein specified must be substantiated with supporting data to justify such request for substitution.

### 6. **Exceptions**

Specifications of the services and/or work bid shall be equal to or better than the specifications stated herein and all exceptions to these specifications shall be so listed on a separate sheet headed "EXCEPTIONS TO THE SPECIFICATIONS". Any Bid submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful bidder.

Where "NO EXCEPTIONS" are shown, none will be allowed. No exceptions will be considered that may tend to devalue the equipment or give an individual bidder who is offering a lesser item a distinct advantage.

**7. More or Less**

Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made in the quantities listed in this specification. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the City be bound or limited to quantities listed. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

**8. Contract Term**

The period of this contract shall be for a period of three (3) years from its effective date. Contract may be extended on the anniversary date for one (1) additional one (1) year period. Contract is not to exceed a total of four (4) years or \$350,000, whichever comes first.

**9. Pricing and Discount**

The City qualifies for governmental discounts. Unit prices shall reflect these discounts.

Prices of materials, equipment and services set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.

**10. Price Clarifications**

The City reserves the right to clarify any pricing discrepancies related to assumptions on the part of Bidders. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

Unit prices shown on the Bid or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the bid form. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the Bid evaluation and contract administration.

**11. Price Increases**

Any increase proposed shall be submitted to the Public Works Operations Manager, thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the Contractor which are demonstrated to be industry-wide. The conditions under which price increases may be granted shall be expressed in Bid documents and contracts or agreements.

Pricing shall be prepared with the following terms. The Public Works Operations Manager may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Public Works Operations Manager. Prices shall remain firm for the first twelve-month period of the contract.

Requests for Rate Increases must be delivered to the Public Works Operations Manager, in accordance with the rules below. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City

would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

In order to protect the interest of the City and to give the contractor a reasonable basis for quoting, a price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the contractor and the City.

In submitting a bid, Contractor shall set forth the amount they will accept for the first year (12-months) in payment for services and materials on the Proposal Form in accordance with the contract.

If contractor requests the City to do so, payment under this contract may be adjusted each succeeding year effective on the contract anniversary date.

Materials: If requested by the Contractor in writing thirty (30) days prior to the anniversary date of each year of the contract, the City will consider increasing the Contractor's rates per the Portland Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U) for the previous twelve months. The City, in its sole discretion, will decide whether to approve or deny the rate increase request or any part thereof within 30 days of receipt of the request. If approved, increase shall take effect 30 days after approval. The yearly increase shall not exceed 3.5%. All such requests shall be submitted in writing to the Public Works Operations Manager.

**12. Expansion Clause**

Any resultant contract may be further expanded by the Public Works Director in writing to include any other item normally offered by the bidder, as long as the price of such additional products is based on the same cost/profit formula as the listed item(s). At any time during the term of this contract, other City departments may be added, if both parties agree.

**13. Warranty**

Unless otherwise specifically stated by the Bidder, all goods and services furnished shall be warranted against defects or faulty workmanship and materials by the Contractor for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one (1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warrantied for one (1) year from the date it is delivered and/or installed. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement. Contractor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Contractor's warranties (and any more favorable warranties, service policies, or similar undertaking of Contractor) shall survive delivery, installation, inspection, and acceptance of the goods or services.

**14. Regulations and Codes**

To the extent applicable, all equipment, supplies, materials, and all projects shall be performed in a manner that is in compliance with all applicable Federal, State and Local Laws and Regulations, including, but not limited to, Washington State vehicle regulations (WSDOT/HMTUSA/other), environmental laws

and regulations (EPA/WDOE/local), and health and safety laws and regulations (OSHA/WISHA/City Safety Codes).

**15. Payments**

Upon final inspection and acceptance of the work by the City, Contractor is to submit properly completed itemized invoice(s), the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein to:

City of Camas, Public Works Operations Manager, 616 NE 4<sup>th</sup> Avenue, Camas, WA 98607 or via email to wnoonan@cityofcamas.us

To ensure prompt payment each itemized invoice should not only include the Contractor's name and return remittance address but also cite project title and number, purchase order number, bid item and Service(s) description, quantity, unit and total price, retainage (if applicable), and location of work and date work was completed.

**No Progress payments will be made.**

**16. Acceptance of Terms**

Acceptance of a City Purchase Order (PO) for any units and/or projects affiliated with this purchase constitutes acceptance of, and agreement with, all of the general and specific requirements and stipulations listed in this boiler plate, and in the attached specification(s); including all penalties mentioned.

**17. Sales Tax**

The City of Camas Tax rate is currently 8.4%. However, the amount of sales tax will not be considered in determining which bid is the lowest and best bid.

**18. Clarifications and/or Revisions to Specification and Requirements**

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Bidder has a duty to immediately notify the Public Works Operations Manager of such concern and request modification or clarification of the Bid document.

Unless instructions are specifically provided elsewhere in this document, any questions, exceptions, or additions concerning the subject matter of the Bid document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Public Works Operations Manager, a minimum of five (5) business days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this Bid, supplements or revisions will be provided to all known Bidders in the form of an Addendum.

If any requirements of the Bid are unacceptable to any prospective Bidder, they may choose not to submit a Bid.

**19. Incurring Costs**

The City is not liable for any cost incurred by a Bidder in the process of responding to this Bid, including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this Bid.

**20. Retention of Rights**

The City retains the right to accept or reject any or all Bids or accept any presented which meet or exceeds these specifications, and which would be in the best interest of the City and will not necessarily be bound to accept the low bid.

All Bids become the property of City upon receipt. All rights, title and interest in all materials and ideas prepared by the Bidder for the Bid to City shall be the exclusive property of City and may be used by the City at its option.

**21. Points Not Addressed**

Bidders are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their units.

**22. Materials Bought from Different Supplier**

Should the Contractor be unable to or refuse to supply materials, on any given day, against this predetermined delivery schedule to which the supplier has agreed and the City is forced to do the work with materials bought from a different supplier, the difference in the Bid price of the materials and that paid the new supplier, in order to do the work, shall be charged to and paid for by the Contractor holding the Bid award for these products on the condition that such delay is at no fault of Contractor in any respect, including the following:

- Unavoidable mechanical breakdowns
- Strikes
- Inability to secure component materials
- Acts of God
- Fire

Provided the Public Works Operations Manager is notified in writing by the Contractor of such pending or actual delay. In the event of any delay, the date of delivery shall be extended for a period equal to the time lost due to the reason for the delay.

**23. Re-Award**

When the contract is terminated by the City or the Contractor upon providing the written notice as herein required, the City, may re-award the contract to the next most responsible bidder within 120 days from original award.

**24. Errors and Omissions**

The City reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

**II. PREPARING AND SUBMITTING A BID****1. General Instructions**

Failure to conform to the Bid specifications and respond to each of the submittal requirements may be the basis for rejection of a bid. Refer to Bidder's Checklist, to ensure your Bid is responsive.

**2. Submitting a Bid**

Bidders shall submit one original (so marked) Bid. Bids shall be submitted to the address listed on Page 3 of this solicitation no later than the date and time listed on Page 3 of this Bid. Late Bids will not be accepted, unless it can be proven the Bid was in the hands of a third-party package delivery company and should have been delivered on time, thus showing no advantage over other Bidders. All Bids shall list the information on the outside of the package as specified on Page 3 of this Bid.

If City Hall is closed for business at the time scheduled for opening, for whatever reasons, Bidder's response will be accepted and opened on the next business day of the City, at the originally scheduled hour.

Bids are not considered to be confidential per Washington State Public Records Act (RCW 42.56 et seq.). All sections of the response shall be made available to the public immediately after contract opening.

**3. Public Works Project**

This is a Prevailing Wage contract. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. Based on the bid submittal deadline for this project, the applicable effective (start) date for prevailing wages for this contract is June 10, 2022. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 616 NE 4<sup>th</sup> Avenue, Camas, WA 98607

Intent to Pay Prevailing Wages, and Affidavit of Prevailing Wages paid will be required.

- An Intent to Pay Prevailing Wages is required to be filed on the anniversary date of each year.
- An Affidavit of Wages Paid is filed at the end of each contract year.
  - The prevailing rate of wage in effect on the date the anniversary date for that year must be used.

**4. Bid Bond**

A bid bond from a State-licensed surety company on a form acceptable to the City, or certified or cashier's check, equal to percent (5%) of the bid in the amount of \$17,500 (anticipated Contract Total) shall be included with the bid and shall be retained as liquidated damages should the successful vendor, after formal notification of award, fail to enter into a contract with the City to perform the Work. The certified or cashier's check will be deposited in a non-interest bearing checking account and will be returned to the unsuccessful bidders by a City of Camas. The successful vendor's check will be retained by the City until the Contract Bond is received and approved by the Public Works Operations Manager at which time he/she will be reimbursed by a City of Camas. The City will pay no interest on any check held in lieu of a bond under this requirement.

**5. Prohibition of Bidder Terms & Conditions**

A Bidder may not submit the Bidder's own contract terms and conditions in a response to this Call for Bids. If a Bid contains such terms and conditions, the City, at its sole discretion, may determine the Bid to be a nonresponsive counteroffer, and the Bid may be rejected.

**6. Withdrawal of Bids**

Bidders may withdraw or supplement their Bid at any time up to the bid closing date and time. If a previously submitted bid is withdrawn before the bid due date and time, the Bidder may submit another

Bid at any time up to the bid closing date and time. After bid closing date and time, all submitted Bids shall be irrevocable until contract award.

**III. EVALUATION AND CONTRACT AWARD**

**1. Bid Evaluation**

The evaluation and selection of a Bidder will be based on the information submitted in the Bid. Award will be made to the lowest responsive, responsible bidder as it best serves the interests of the City.

**2. Offer in Effect for Ninety (90) Days**

A Bid may not be modified, withdrawn or canceled by the Bidder for a ninety (90) day period following the deadline for Bid due date, or receipt of best and final offer, if required, and Bidder so agrees by submittal of a bid.

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

**IV. SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

It is the intent of these specifications to describe Street Light Pole Replacement, Maintenance and Repair Unit-Price Public Works Contract in sufficient detail to secure bids on comparable work. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

**1. Scope of Work**

The work under this Contract shall include the furnishing of all labor, materials, equipment, permits, and inspections necessary for or incidental to Street Light Pole Replacement, Maintenance and Repair as indicated in these specifications and the completion of all work indicated in the Contract Documents.

Repairs include, but are not limited to street light pole replacements, light adjustments, power diagnosis and repair, fuse replacements, photocell replacements and related work as determined by the City. "Related Work" to include, but not be limited to, the following:

- |                 |                    |
|-----------------|--------------------|
| Mobilization    | Restoration        |
| Parts/Materials | Vehicles/Equipment |
| Labor           | Concrete Work      |

Backfill trenches within sidewalk area and around bases of replaced or straightened light standards with compacted 5/8" minus gravel. Backfill other trenches and areas behind curb with native material. Compact the trench and restore to pre-existing condition. Note: All driveways must be pushed or bored. Concrete footing must be replaced if structural integrity has been compromised.

Restoration of lawns, landscape and shrubs to the satisfaction of the customer. Contractor to exercise reasonable care to minimize damage to lawns, landscape and shrubs.

It shall not be the responsibility of the City to provide engineering or other services to protect the Contractor from additional costs accrued from performing this Contract.



**2. Mandatory Bidder Responsibility Criteria**

Per RCW 39.04.350, before award of a public works contract, a bidder must meet the defined mandatory bidder responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. It is the intent of the City to award a Contract to the lowest responsive, responsible Bidder. The Bidder must submit with their bid response the Mandatory Bidder Responsibility Criteria Form on page 11, demonstrating compliance with the criteria.

**3. Workmanship**

Where not more specifically described in these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work. All materials provided for individual projects will be per the current edition of the National Electrical Code. Construction will be performed per the current edition of the National Electrical Code and City standards. Only the best and safest methods of operation will be allowed. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

**4. Regulatory Requirements and Codes**

To the extent applicable, all equipment, supplies, materials, and all projects shall be performed in a manner that is in compliance with all applicable Federal, State and Local Laws and Regulations, including, but not limited to, Washington State vehicle regulations (WSDOT/HMTUSA/other), environmental laws and regulations (EPA/WDOE/local), health and safety laws and regulations (OSHA/WISHA/City Safety Codes), and the most recent edition of the ANSI/TIA/EIA and NEC Standards.

**5. Licenses and Permits**

Bidders must have a valid Washington State Electrical License **at the time of opening of the bids** and throughout the life of the resulting contract.

The Contractor must procure all required permits and licenses required for all phases of this project, including but not limited to building permits, electrical permits, etc.

City of Camas General Encroachment Permit. Per CMC 12.12.010, a general encroachment permit is required for construction or maintenance activity within the public right-of-way (ROW). The Site Development Encroachment Permit is applicable to this project. There is no fee for this type of permit. Please review Part Eight, Appendix B, which provides application instructions, insurance requirements and copies of the forms.

**6. Additional Work**

Any additional work found necessary that is not specified in this Bid specification shall be listed on a separate sheet entitled "Additional Materials/Labor Required".

**7. Work Start and Completion**

The work is on an on-call basis with the start and completion dates to be determined by the City of Camas Project Manager at the time work is requested. Scheduled electrical services shall be performed during a regular eight (8) hour business day between the hours of 7:00 AM and 4:00 PM, Monday through Friday. Contractor agrees to mobilize and be available to perform scheduled work within a maximum of two (2) days of each request. There may be occasions when job completion runs beyond normal working hours or when a Contractor is called in for an after-hour's emergency. Contractor agrees to mobilize and be available to perform Emergency work within sixty (60) minutes of call out.

**8. Project Quote**

Contractor is to provide the Project Manager a quote for each project/call-out using the City of Camas Unit Priced Contract Quote Form (Appendix A).

**9. Manufacturer's Instructions**

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise specifically provided in the contract documents.

**10. No Disturbance**

The contractor shall not disturb grounds or materials outside the sphere of the contracted project.

**11. Mobilization and Demobilization**

Mobilization shall be included in the base unit price for each purchase order and shall consist of preparatory work and operations performed by Contractor, including his personnel, equipment, supplies and incidentals to the project site. No separate measurement or payment will be made for costs associated with mobilization and demobilization.

**12. Repair or Replacement**

The work shall consist of repair of any incidental damages to walls, moldings, electrical, flooring, landscaping, sidewalk, fencing, paved areas, topsoil, turf, or other miscellaneous items within or adjacent to the project area. This includes complete replacement of items that are beyond repair as determined by the City.

Should adjacent property be damaged in any manner, Contractor shall immediately contact the Project Manager. Contractor shall promptly repair damages caused to adjacent areas, rooms, facilities, property, streets, and sidewalks by construction operations as directed by the City and at no cost to the City.

**13. Protection of Existing Utilities**

Identification and location of all underground utilities are the responsibility of the Contractor. The Contractor shall:

- a. Notify the Project Manager in writing, on each occasion, of the intent to work near underground utility services or structures. Submit proposed work "procedure for approval" to assure safe and continuous operation of the services.
- b. Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, the Contractor must notify the Project Manager IMMEDIATELY.
- c. In the event utilities are damaged during construction, temporary services and/or repairs must be made immediately, at the Contractor's expense, to maintain continuity of services.

**14. Contractor's Responsibility for Fire Prevention and Protection**

The Contractor shall take the following precautions:

- a. The contractor shall perform all work in a fire safe manner.

- b. Contractor shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires.
- c. Contractor shall comply with applicable Federal, local, and State fire prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding building Construction Operations (NFPA No. 241) shall be followed.
- d. Contractor shall provide passageways around the areas of construction to ensure safe passage of persons in the area.
- e. No part of the buildings may be left in an unsafe condition. If any danger is imminent, the contractor shall rope off or place barricades around the area and notify the appropriate authorities.

**15. Waste Materials**

All refuse and waste material must be disposed of by the Contractor off the City's property, at the Contractor's expense. The Contractor must immediately clean up any spilled material from buildings, roads, etc.

**16. Public Convenience and Safety**

The Contractor must so conduct operations as to offer the least possible obstruction and inconvenience to the public, and shall have under construction no greater length or amount of work than can be performed with due regard to the rights of the public.

The Contractor must provide and maintain such fences, barriers, directional signs, lights, and flag persons as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the work and to give directions to the public.

Sound Control - If possible, limit sound during working hours.

**17. Dust/Debris Control**

The Contractor must take whatever steps, procedures or means as are required to prevent abnormal dust and debris conditions being caused by the operation in connection with the work. Dust control must be incidental to this project and in accordance with Clean Air Laws.

All areas where personnel are, or will be present during the course of work, shall be thoroughly cleaned of debris and garbage daily. Specific areas are adjacent buildings, walkways and parking areas.

**18. Contractor's Vehicles**

Contractor and employee vehicles, and all other vehicles entering City's property to perform work, must use an access route approved by the City. All such vehicles must park in a designated parking area approved by the City.

**19. Traffic**

Contractor is to conduct demolition operations and the removal of debris in a way to ensure minimum interference with roads, streets, walkways, and other adjacent occupied or used facilities.

Contractor is not to close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways, if required by governing regulations.

Barricades shall conform to the requirements of the MUTCD supplemented by the further requirements of the Standard Plans and the City of Camas Street Detail ST35.

The contractor shall maintain traffic in the project area to the satisfaction of the City. Unless otherwise specified within the Contract Documents, the Contractor must maintain pedestrian and vehicular traffic. The Contractor shall observe and obey all local and state laws, ordinances, regulations, and permits in relation to the obstruction of a street, keeping passageways open and protecting pedestrians.

The Contractor will be held responsible for any damages that the local public agency, City, their heirs or assigns may have to pay as consequence of the contractor's failure to protect the public from injury, and the same may be deducted from any payments that are due, or may become due, to the contractor under this contract.

## **20. Contract Bond**

**Contract Bond:** The successful bidder shall furnish a duly-executed bond, equal to 100% of the total contract value including sales tax, upon a form approved by the City, signed by approved surety or sureties in the amount of \$350,000 (anticipated Contract Total), conditioned upon the faithful performance of the contract by the Contractor within the time prescribed thereon.

## **21. Insurance Requirements**

- a. The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:
  - An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
  - Any other amendatory endorsements to show the coverage required herein.
  - All insurance policies, with the exemption of Professional Liability and Workers Compensation, shall name the following entities as additionally insured(s):
    - ◇ Contracting Agency and its officer, elected officials, employees, agents, and volunteers.
    - ◇ The listed entity above shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor.
  - The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.
- b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion,

collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

- c. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as ISO form CA 00 01. For Construction and Services Contracts add: Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

\$1,000,000 Minimum combined single limit for bodily injury and property damage per incident

- d. Worker's Compensation insurance. The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

## 22. Retainage

RCW 60.28.011 states that public improvement contracts shall provide, and public bodies shall reserve, contract retainage not to exceed five (5) percent of the monies earned by the Awarded Contractor as a trust fund for the protection and payment of claims and taxes.

## 23. Final Inspection and Acceptance

When the Contractor considers the work physically complete and ready for final inspection, the Contractor shall request the City's Project Manager to inspect the work. The City will notify the Contractor of any deficiencies in the work after inspection. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the City is satisfied the listed deficiencies have been corrected.

**PART THREE**  
**CONTRACT DOCUMENTS**

**CONTRACT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Camas under and by virtue of Title 35A RCW (cities and towns), as amended

And, \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for **Street Light Pole Replacement, Maintenance and Repair, Unit Priced Public Works Contract City of Camas Project No. UPC2201**, in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Camas. In all respects, the Contractor is an independent Contractor, and not an employee of the City of Camas.

II. The City of Camas hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

V. The Contractor shall provide a material, labor, and equipment guarantee for the work performed under this contract for a period of one year from the Date of Acceptance as shown on the Notice of Completion for Public Works Projects. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.

**VI. The Contractor is obligated to affirm its enrollment and participation in the E-Verify program as written in these specifications and per Camas Ordinance 2626.**

VII. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

City of Camas, Washington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notified all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

**VIII. The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wage Rates for Clark County effective June 10, 2022.**

IX. The Contractor further acknowledges the following provisions and agrees to comply with the conditions as set forth therein:

**THIS PROJECT REQUIRES A CONTRACT BOND FOR 100% OF THE CONTRACT AMOUNT.**

X. The Contractor shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.

XI. The Contractor shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible contractors and grantees.

XII. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

XIII. The Contractor shall maintain its records and accounts so as to facilitate audit requirements as established by the Office of the State Auditor and shall require subcontractors to do the same.



IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of Camas has caused this instrument to be executed by and in the name of the said City of Camas the day and year first above written.

Executed by the Contractor \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor

Executed by the Local Agency \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Mayor

Approved as to Form

\_\_\_\_\_

City of Camas Attorney

**DECLARATION OF OPTION FOR INVESTMENT OF RETAINED PERCENTAGE**

I hereby elect to have the retained percentage of this contract held in a fund by the City of Camas until thirty (30) days following final acceptance of the work.

Signed \_\_\_\_\_

Date \_\_\_\_\_

\*\*\*\*\*

I hereby elect to have the City of Camas invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.020. The City will select the repository.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Camas shall not be liable in any way for any costs or fees in connection herewith.

Signed \_\_\_\_\_

Date \_\_\_\_\_

CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That

of \_\_\_\_\_, as Principal, and \_\_\_\_\_

as Surety, are jointly and severally held and bound unto the City of Camas, Washington,

in the penal sum of Dollars Three Hundred Fifty Thousand (\$350,000), for the payment of which we jointly and severely bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the \_\_\_\_\_

day of \_\_\_\_\_ A.D., 20\_\_\_\_, the said \_\_\_\_\_

Principal, herein, executed a certain contract with the City of Camas, Washington,

by the terms, conditions and provisions of which contract the said \_\_\_\_\_,

Principal, herein, agree to furnish all material and do certain work, to wit: That

\_\_\_\_\_ will undertake and

complete the construction of these **Street Light Pole Replacement, Maintenance and Repair a Unit Priced Public Works Contract, City of Camas Project No. UPC2201**, according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by the Contract Completion Date or when the Not-to-Exceed limit has been reached, whichever comes first, undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_

ATTORNEY-IN-FACT, SURETY

\_\_\_\_\_  
NAME AND ADDRESS, LOCAL OFFICE OF AGENT

APPROVED:

CITY OF CAMAS, WASHINGTON

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_, 20\_\_

SURETY BOND NUMBER \_\_\_\_\_

**The United States Department of Transportation**  
**Appendix A of the**  
**Standard Title VI/ Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, Age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**The United States Department of Transportation**  
**Appendix E of the**  
**Standard Title VI/ Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

# PART FOUR

## AMENDMENTS TO THE STANDARD SPECIFICATIONS

### INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the current updated version of the 2022 Standard Specifications for Road, Bridge, and Municipal Construction, as of the Call for Bids date.

### AMENDMENTS TO THE STANDARD SPECIFICATIONS

WSDOT manuals and publications are updated continuously and revisions are issued periodically. It is the responsibility of bidders to make sure they have the current versions, regardless of the manual format or means of transmission. Publications on the WSDOT web page are the most recent versions and can be downloaded and printed without charge. Please check Standard Specifications Manual at <https://wsdot.wa.gov/Publications/Manuals/M41-10.htm> for the most current specifications.

**PART FIVE**

**WASHINGTON STATE**

**HOURLY PREVAILING WAGE RATES**

- Journey level wage rates are NOT included in this packet. Journey and apprentice rates applicable to this project can be looked up at the Washington State Department of Labor and Industries web site at [www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/](http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/)
- Washington State LNI wage rates for Clark County effective date June 10, 2022.
- A printed copy of the wages rates are available for viewing in the Public Works Department at Camas City Hall.
- The City of Camas will mail a hard copy of the applicable prevailing wage rates upon request.



**PART SIX**

**AFFIDAVIT OF E-VERIFY COMPLIANCE**

**AFFIDAVIT OF COMPLIANCE WITH**  
**PUBLIC WORK CONTRACTOR LAWFUL HIRING**  
**COMPLIANCE (E-VERIFY)**

**COMPLETE AND RETURN THIS FORM  
AT COMPLETION OF THIS PROJECT**

\_\_\_\_\_ being first duly sworn, on her/his oath says that Contractor, Subcontractors, and all Lower Tiered Subcontractors have complied with the terms and conditions for the E-Verify program as written in the contract and project specifications for:

**Street Light Pole Replacement, Maintenance and Repair  
City of Camas, Project No. UPC2201**

\_\_\_\_\_  
\_\_\_\_\_  
Contractor

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
State of Washington, residing in  
\_\_\_\_\_

My commission expires:  
\_\_\_\_\_

**Prior to issuance of final payment, this form must be signed,  
Notarized, and submitted to the City of Camas.**

**PART SEVEN**

**STANDARD DETAILS AND**

**EQUIPMENT SPECIFICATIONS**

## CITY OF CAMAS ENGINEERING DESIGN STANDARDS FOR STREET LIGHTING

ALL INFORMATION IS INTENDED TO PRODUCE A LIGHTING DESIGN WITH LUMINANCE LEVELS AND LUMINANCE UNIFORMITY WHICH MEETS OR EXCEEDS THOSE IN THE I.E.S. "RECOMMENDED MAINTAINED LUMINANCE FOR ROADWAYS" FROM THE I.E.S. LIGHTING HANDBOOK. INSTALLATION OF ADDITIONAL LIGHTS MAY BE NECESSARY TO MEET THE INTENT OF THIS STANDARD.

1. WHERE THE AVERAGE RESIDENTIAL DENSITY IS GREATER THAN 12 DWELLING UNITS PER ACRE, USE COMMERCIAL OR INTERMEDIATE FOR LAND USE.
2. AVERAGE MAINTAINED LUMINANCE IS MEASURED IN FOOT CANDELAS PER SQUARE METER.
3. AT SIGNALIZED INTERSECTIONS, THE AVERAGE MAINTAINED LUMINANCE SHALL BE OF THE AVERAGE FOR THE TWO INTERSECTING STREETS.
4. LUMINANCE UNIFORMITY IS THE RATIO OF AVERAGE OR MAXIMUM MAINTAINED LUMINANCE TO MINIMUM LUMINANCE. LUMINANCE VALUES OUTSIDE THE ROADWAY SHALL NOT BE INCLUDED IN THE RATIO. ALL SIDEWALK AREAS AND THE AREA BETWEEN THE SIDEWALK AND THE STREET CURB SHALL BE INCLUDED WHEN DETERMINING THE MAINTAINED LUMINANCE.
5. LIGHTING LAYOUTS WILL REQUIRE APPROVAL AND POSSIBLE ADJUSTMENT TO MEET THE CITY OF CAMAS LIGHTING OBJECTIVES AND I.E.S. STANDARDS. THIS MAY INCLUDE ADJUSTMENT TO THE POLE SPACING AS LISTED AND MAY RESULT IN ADDITIONAL OR FEWER LIGHTS.
6. ALL LIGHTING FIXTURES SHALL BE LIGHT EMITTING DIODE (LED). LIGHTING CIRCUITS SHALL BE 120 VOLTS.
7. THE MOUNTING HEIGHT OF THE FIXTURE IS MEASURED FROM THE ROADWAY SURFACE TO THE CENTER OF THE LIGHT SOURCE WITH THE FIXTURE LOCATED OVER THE BIKE LANE LINE OR SIX FEET FROM THE FACE OF CURB.
8. ALTERNATIVE LIGHTING LAYOUTS MAY BE SUBMITTED FOR REVIEW. WHERE LIGHTING IS REQUIRED ON BOTH SIDES, DESIGNS SHALL BE "OPPOSITE LIGHTING" ON MAJOR ROADWAYS 46 FEET OR GREATER IN WIDTH. THE USE OF STAGGERED LIGHTING SHALL ONLY BE USED WHERE "OPPOSITE LIGHTING" IS NOT PRACTICAL. LIGHTING LAYOUTS ON LOCAL RESIDENTIAL STREETS WITHIN A SUBDIVISION MAY VARY FROM SIDE TO SIDE.
9. COBRA STYLE LIGHT POLES ARE REQUIRED ON ALL COLLECTOR AND ARTERIAL ROADWAYS.
10. MAXIMUM POLE HEIGHT SHALL BE LIMITED TO 30 FEET.
11. A LIGHTING DESIGN CONSISTENT WITH THESE REQUIREMENTS AND APPROVED BY CLARK PUBLIC UTILITY DISTRICT SHALL BE SUBMITTED FOR FINAL REVIEW AND APPROVAL TO THE CITY PRIOR TO INSTALLATION.

- 12. STREET LIGHTS ON LOCAL AND NEIGHBORHOOD LEVEL STREETS SHALL BE LOCATED AT PROPERTY LINES.
  
- 13. THE STREET LIGHTS SHALL BE LOCATED IN THE PLANTER STRIP UNLESS OTHERWISE APPROVED BY THE CITY.

## Ornamental Light Standards

Lighting poles and arm assemblies shall be Hapco 30' Decorative Lighting Poles (Hapco Drawing Number B29351), or equal. Design and fabrication shall meet or exceed the requirements of the latest AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

Light pole manufacturers are required to submit structural design calculations.

**Finish:** Poles shall be powder coat textured black per Hapco specification 73737-T01.

**Anchorage:** Included for each pole shall be a minimum of four steel anchor bolts, complete with double hex nuts and washers. Nuts, washers and threaded areas of anchor bolts shall be hot-dip galvanized to ASTM - A153. Anchor bolts shall have a 55,000 psi minimum yield strength. Anchor bolts and bolt template shall be delivered on site to the contractor within two (2) weeks of receipt of a purchase order.

**Foundation:** Ornamental light standard foundations shall be Type B and shall meet the requirements of Standard Plan J-28.30-02 and Section 8-20.3(4) with a four anchor bolt pattern. Anchor bolts shall meet the requirements specified in the Anchorage section of these Special Provisions. Contractor shall verify anchor bolt pattern with the pole manufacturer prior to fabrication of foundations.

**Wind Resistance:** Entire luminaire, pole and arm assembly to be rated to withstand AASHTO requirements for 90 mile an hour wind load with a 30% gust factor.

**Welds:** All welds shall meet the requirements of AWS D1.1.

**Material Certification:** Material certifications shall be provided for all ASTM numbers referred to in this specification.

**Pole:** The pole shall consist of a tapered shaft fabricated from aluminum alloy 6063-T6 with a wall thickness of 0.188".

The base plate shall be arranged to accept (4) anchor bolts on an 11" to 12" bolt circle.

The pole shaft shall be furnished with a 4" x 6" length reinforcing hand hole frame with cover and stainless steel screws.

**Ornamental Base Assembly:** The base shall be a Hapco Two Piece Decorative Base Cover (Part Number 79012-003) constructed of Alloy 356 with stainless steel screws.

Complete calculations for the structural design, including anchor bolt details, shall be prepared by a professional engineer licensed under Title 18 RCW State of Washington, in the branch of Civil or Structural Engineering. All shop drawings and cover page of all calculations submittals shall carry signature, original seal, registration number and date of expiration. The cover page shall include the contract number, contract title and sequential index to calculation page numbers. Two copies of the associated design calculation shall be submitted for approval along with shop drawings.

**Luminaire Arm:** The ornamental arm shall be a Hapco 2-1/2" schedule 80 pipe (2-7/8" outside diameter) Alloy 6063-T6 with 4'-8" rise.

**Conventional Roadway Luminaires:** Roadway luminaires shall be an American Electric Lighting (AEL) Autobahn Series ATB2, part numbers ATB2 60BLEDE10 MVOLT R2 and ATB2 40BLEDE10 MVOLT R4 or an approved equal.

**Photoelectric Controls:** The photoelectric control shall be Ripley LongLife II Photocontrol Model 6390L-BK or approved equal. An approved equal shall meet the following requirements:

The photoelectric relay shall attach to a three-pole three-wire locking receptacle by a twisting motion.

The photo cell shall be a silicon phototransistor with an infrared-filter.

The factory set turn-on shall be 1.5 foot-candle plus or minus 0.25 foot-candle at 120 V AC. The factory set turn-off shall be 2.25 foot-candle at 120 V AC. The maximum off-to-on ratio shall be 1.5:1. A time-delay control circuit shall prevent false turn-offs by transient light conditions. Time delay off shall be 3 to 5 seconds. The turn-on response time shall be less than 0.5 seconds.

Provide a fail-safe circuit for the lighting load to remain on, or become energized, if any functional failure of the photoelectric control circuit occurs.

Normal operation shall be designed for dual voltage operation of 105 V – 305 V, 60 Hz. At the designated voltage, the relay shall be capable of controlling a minimum lamp load of 1000 W.

Power consumption shall be less than 0.5 W.

Operating temperature range shall be from -40° F to 158° F.

The unit shall have built-in surge protection for high-voltage of 640 Joule MOV rated at 40,000 amps with secondary protection.

The unit shall provide cross switching for protection from high inrush currents found in LED technology.

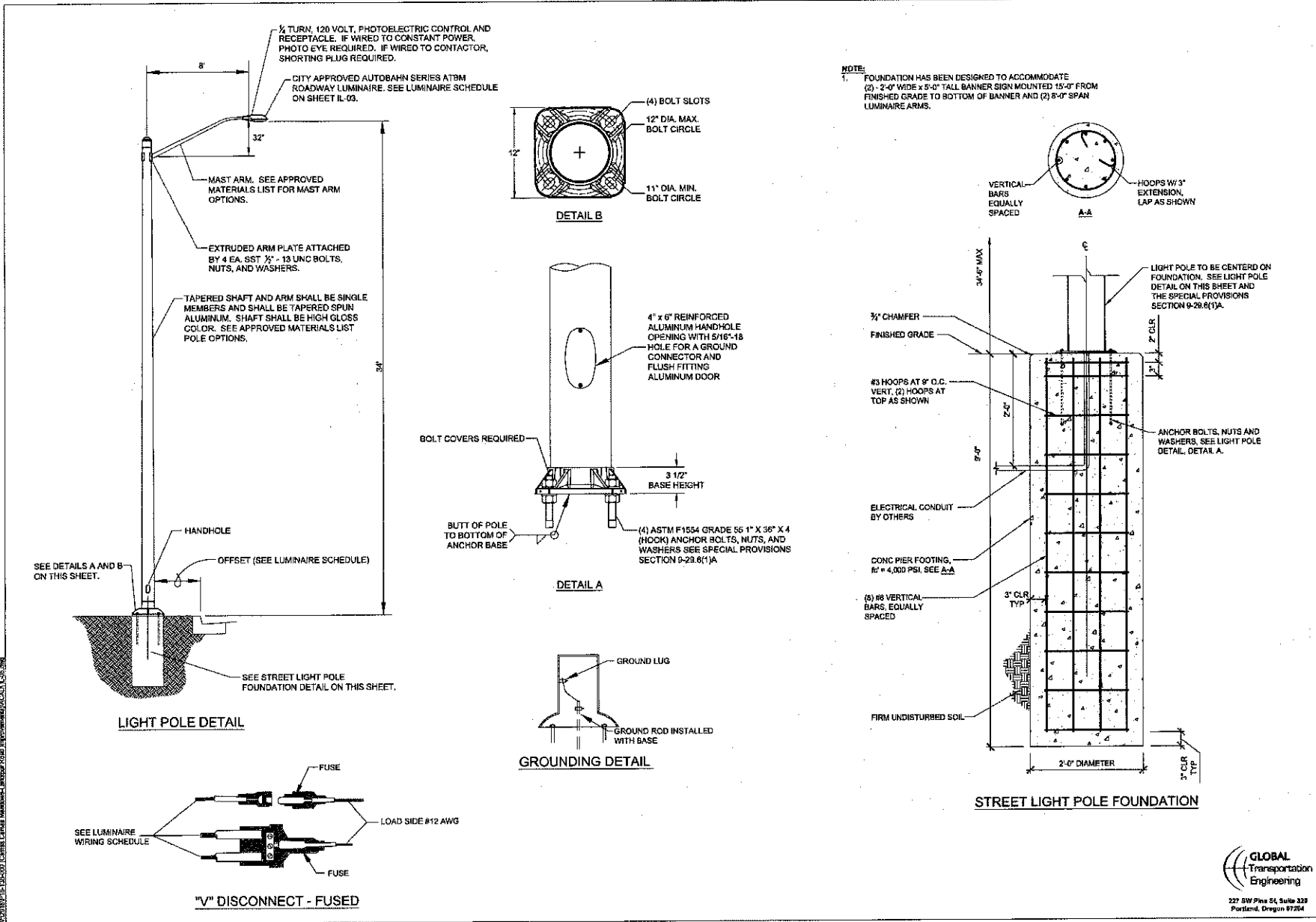
The dielectric strength shall be 5000 V between parts carrying current and metal surfaces.

The unit shall meet or exceed the requirements of ANSI C136.10.

The unit shall be RoHS compliant.

The unit shall have a design life of 20 years or more. The warranty shall be 12 years or more.

The gasket must be stable and have 0% shrinkage.



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"It's the law"  
CLATSOP COUNTY UTILITIES COORDINATING COUNCIL

DATES		DESIGNED BY		APPROVED BY		PROJECT ENGINEER	
DESIGN DATE	JUNE 2016	DESIGNED BY	ROBERT SPERLING	APPROVED BY	DANA BECKWITH	PROJECT ENGINEER	DANA BECKWITH
AS-BUILT DATE		SCALE	AS SHOWN				
HORIZONTAL		VERTICAL	AS SHOWN				
CONTACTS	NA						



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DEPARTMENT  
LARKSPUR STREET IMPROVEMENTS  
ILLUMINATION DETAILS



CAMAS PROJECT NUMBER #S-604	
STATUS [ ] DRAFT [ ] IN CONSTRUCTION [ ] FINAL	PAGE 49 OF 58
CAMAS DRAWING NUMBER <b>IL-05</b>	
CAMAS CATALOG NUMBER	

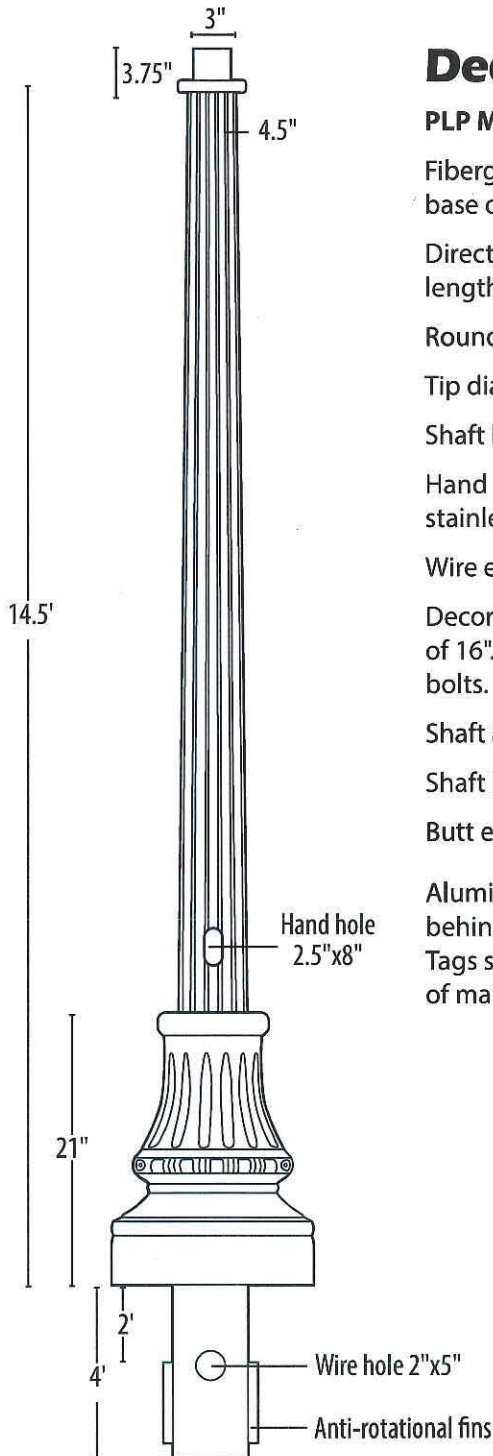
GLOBAL Transportation Engineering  
227 SW Pine St, Suite 339  
Portland, Oregon 97204





# Decorative Pole Specifications

PLP Model# Dom-DB-FL-14.5-BL-CI



## Decorative Pole Specifications

PLP Model# Dom-DB-FL-14.5-BL-CI

Fiberglass reinforced composite fluted shaft with decorative 2-piece (clam shell) base of casting urethane.

Direct burial (embedded) style with a 14.5' mounting height and an overall length of 18.5' allowing 4 feet to be buried below grade.

Round tapered fluted shaft.

Tip diameter is 4.5" and ground level diameter is 6.5".

Shaft hand hole is 2.5"x8" above the decorative base.

Hand hole is equipped with a non-conductive cover with vandal resistant 1/4-20 stainless steel screws.

Wire entrance hole of 2"x5" with nylon grommet 2' below grade.

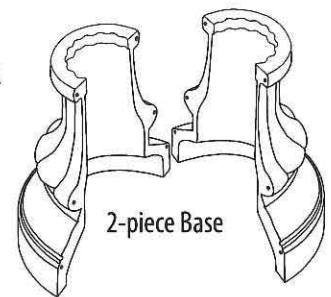
Decorative base for the PLP "Dominion" design is 21" high with a base diameter of 16". The 2-piece "clam shell" design is secured together with stainless steel bolts.

Shaft and decorative base are black with a textured satin "cast iron" finish.

Shaft has a post top steel tenon of 3"x3.75"

Butt end of the shaft has anti-rotational/anti-lift fins.

Aluminum identification tags are fixed to the shaft behind the base and on the inside of the base itself. Tags show manufacturer, model number and date of manufacture.



2-piece Base

Project/Customer: \_\_\_\_\_

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

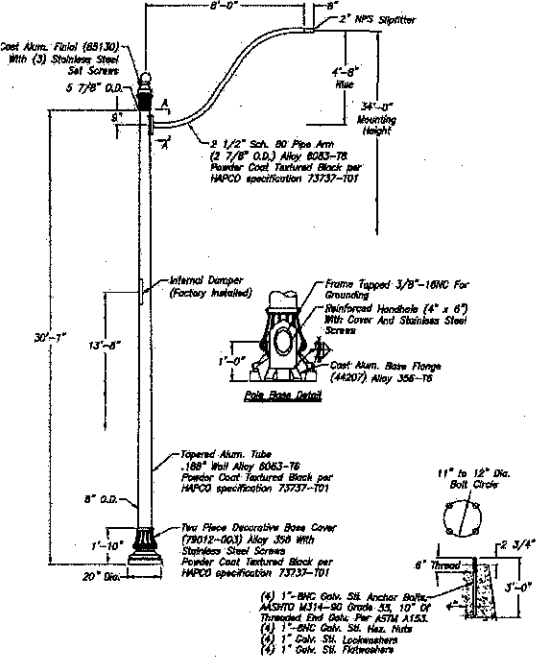
Revision: \_\_\_\_\_

Drawing Number: \_\_\_\_\_

**PLP Composite Technologies, Inc.**

57 Creamery Road • PO Box 429 • Fitzwilliam, NH 03447 • Tel: 603-585-9100 • Fax: 603-585-3470 • www.plpcomp.com

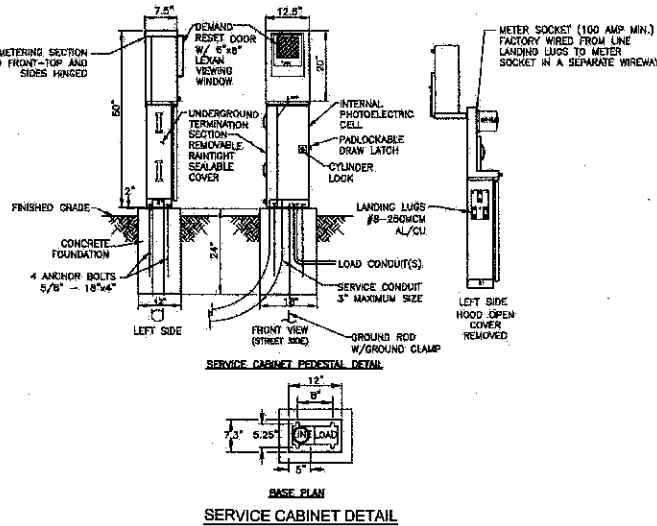
- Notes:
- 1) Short And Bracket Heat Treated To -70 Temper After Welding.
  - 2) Pole Designed To Meet The Latest ASHTO Standard Specifications For Structural Supports For Highway Signs, Luminaires, and Traffic Signals (Except Breakaway) For A 60 mph Wind Velocity And A Maximum Luminaires Size Of 2.0' x 4.0' E.A. And 60 lbs. And Tain 3 1/2" x 5" Brackets On Tower Saver Arms.
  - 3) Pole, Arm, Base, Cover, And Luminaires Heat Seal per Powder Coated Textured Black For HAPCO Specification 73737-101.



ORNAMENTAL STREET LIGHTING STANDARD

SERVICE CABINET AT 6TA 10+90 ADJACENT TO EXISTING WSDOT SERVICE POLE			
MAIN	MAIN BREAKER	200 AMP	N/A
C1-A	ILLUMINATION NE SIDE OF 6TH AVENUE	20 AMP	30 AMP
C1-B	ILLUMINATION SE SIDE OF 6TH AVENUE	20 AMP	30 AMP
C1-C	ILLUMINATION WEST SIDE OF ROUNDABOUT	20 AMP	30 AMP
C1-D	POWER TO ROUNDABOUT CENTRAL ISLAND	30 AMP	N/A

BREAKER SCHEDULE



Autobahn Series ATBM

Autobahn Series ATBM luminaire details:

- Features:**
  - 100% LED
  - 100W Power
  - 10000 Hours
  - 10000 Hours
  - 10000 Hours
- Applications:**
  - Residential
  - Commercial
  - Industrial
  - Municipal
  - Highway
  - Airport
  - Stadium
  - Sports
  - Entertainment
  - Security
  - Emergency
  - Flood
  - Flood
  - Flood
- Technical Specifications:**
  - Voltage: 120V AC
  - Power: 100W
  - Lumens: 10000
  - Beam Angle: 120°
  - Mounting: Pole Mount
  - Finish: White
  - Weight: 10 lbs
  - Dimensions: 10" x 10" x 10"

ORNAMENTAL STREET LIGHTING FIXTURE

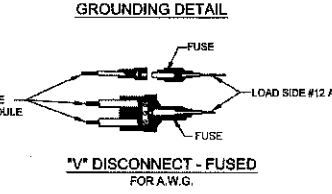
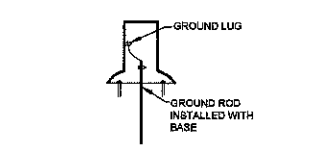
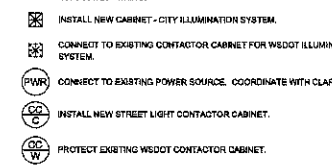
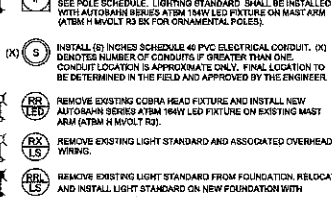
ILLUMINATION NOTES:

GENERAL NOTES  
SEE SHEETS 2 AND 3 FOR GENERAL NOTES, LEGEND & ABBREVIATIONS.

1. THIS DRAWING PROVIDES A SCHEMATIC OF THE STREET LIGHT SYSTEM ONLY. ALL JUNCTION BOXES, CABINETS AND CONDUIT MUST BE INSTALLED AROUND CONDUCTING UTILITIES THAT MAY NOT BE SHOWN ON THIS PLAN.

ILLUMINATION SYSTEM

- D1 - #2 CONDUIT SERVICE NUMBER AND BRANCH LETTER
- INSTALL (N) AVG. NO. (3) CONDUCTORS.
- INSTALL (M) AVG. NO. (3) STRANDED COPPER WIRE (GROUNDING).
- CIRCUIT ASSOCIATED WITH LIGHTING STANDARD.
- INSTALL (W) WATT LED STREET LIGHTING.
- INSTALL ORNAMENTAL STREET LIGHTING STANDARD WITH 8' MAST ARM. SEE STREET LIGHT POLE SCHEDULE AND DETAIL THIS SHEET.
- INSTALL TYPE 1 JUNCTION BOX WITH NONLOCKING LID. SEE WSDOT STANDARD PLAN J-44-10-02.
- INSTALL TYPE 2 JUNCTION BOX WITH NONLOCKING LID. SEE WSDOT STANDARD PLAN J-44-10-02.
- LIGHTING STANDARD POLE NUMBER (6) SHOWN. SEE POLE SCHEDULE. LIGHTING STANDARD SHALL BE INSTALLED WITH AUTOMAHN SERIES ATBM 100W LED FIXTURE ON MAST ARM (ATBM H MOUNT AS EX FOR ORNAMENTAL POLES).
- INSTALL (S) INCHES SCHEDULE 40 PVC ELECTRICAL CONDUIT. (X) DENOTES NUMBER OF CONDUITS IF GREATER THAN ONE. CONDUIT LOCATION IS APPROXIMATE ONLY. FINAL LOCATION TO BE DETERMINED IN THE FIELD AND APPROVED BY THE ENGINEER.
- REMOVE EXISTING COBRA HEAD FIXTURE AND INSTALL NEW AUTOMAHN SERIES ATBM 100W LED FIXTURE ON EXISTING MAST ARM (ATBM H MOUNT AS EX).
- REMOVE EXISTING LIGHT STANDARD AND ASSOCIATED OVERHEAD WIRING.
- REMOVE EXISTING LIGHT STANDARD FROM FOUNDATION. RELOCATE AND INSTALL LIGHT STANDARD ON NEW FOUNDATION WITH ASSOCIATED WIRING.
- INSTALL NEW CABINET - CITY ILLUMINATION SYSTEM.
- CONNECT TO EXISTING CONTACTOR CABINET FOR WSDOT ILLUMINATION SYSTEM.
- CONNECT TO EXISTING POWER SOURCE. COORDINATE WITH CLARK PLUD.
- INSTALL NEW STREET LIGHT CONTACTOR CABINET.
- PROTECT EXISTING WSDOT CONTACTOR CABINET.



ORNAMENTAL STREET LIGHTING FIXTURE

**HDJ DESIGN GROUP**

314 W 12th Street  
Spokane, WA 99201-2927  
509.325.3400  
509.325.4000  
509.668.3767 fax  
www.hdjcg.com

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CLARK COUNTY UTILITIES COORDINATING COUNCIL

**Camas**

DESIGN DATE: FEB 2016  
AS-BUILT DATE:  
DESIGNED BY: CHK  
APPROVED BY: GPJ  
PROJECT NO: 1001

CAMAS PUBLIC WORKS DEPARTMENT  
NW 6TH AVE AND NORWOOD INTERSECTION  
ILLUMINATION LEGEND & DETAILS

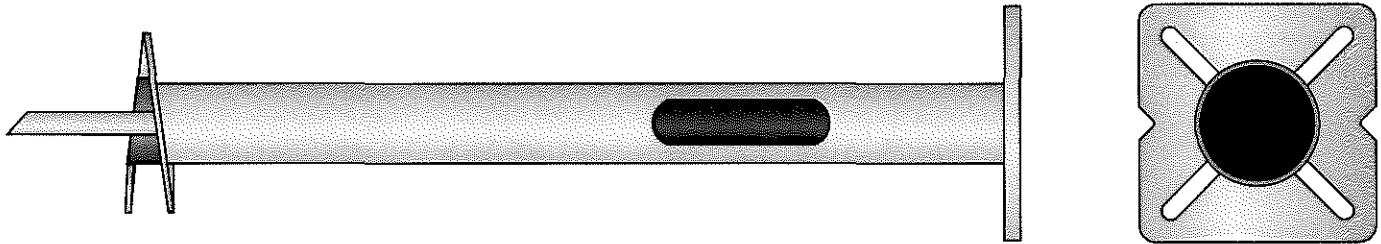
CAMAS PROJECT NUMBER: S-584

STATUS: 60 of 82

CAMAS DRAWING NUMBER: ILO4

CAMAS CATALOG NUMBER:

**LPS-663-60-122 -- Light Pole Foundation**



<b>Product Specifications</b>	
Product Type	Lighting Foundation
Foundation Diameter	6.63" (168 mm)
Foundation Length	60" (1524 mm)
Base Plate Shape	Square
Bolt Hole Type	Slotted
Bolt Circle/ Slot Dimensions	8" (203 mm) - 14" (356 mm)
Number of Bolt Holes/ Slots	4 Slots
Base Plate Thickness	1" (25.4 mm)
Base Plate Dimensions	12" (305 mm) x 12" (305 mm)
Center Hole Dimension	6.06" (153.9 mm)
Helix Diameter	12" (305 mm)
Coating	Hot-Dip Galvanized
Standard Package	1
Standard Package Unit	Each
Weight/Ea.	148 lbs

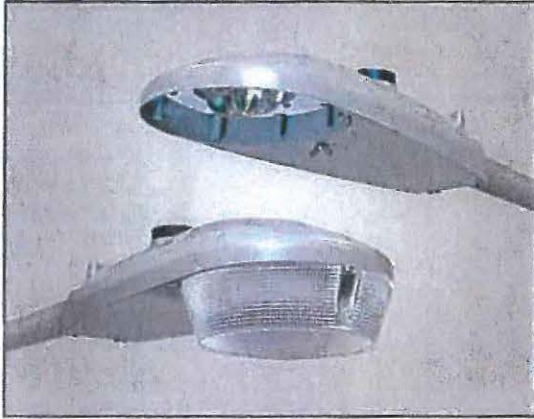
<b>Notes</b>
Lighting Foundation 6.63" Diameter x 60" Long with 12" Base



Consistent with LEED® goals  
& Green Globes™ criteria  
for light pollution reduction

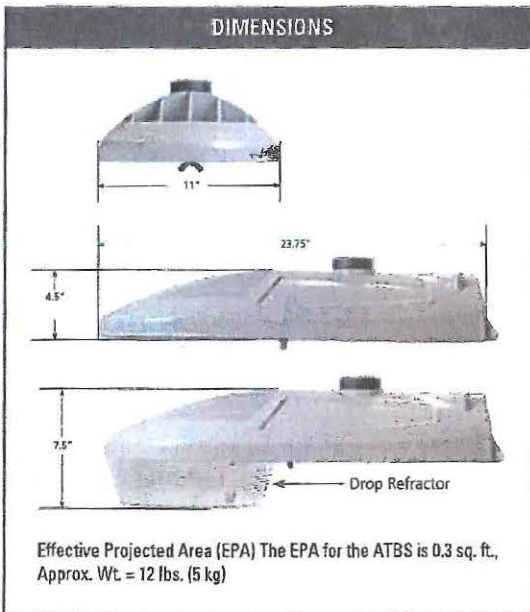
## Autobahn Series ATBS Roadway & Security Lighting

### PRODUCT OVERVIEW



#### Applications:

Residential streets  
Parking lots  
General security lighting



#### Features:

##### OPTICAL

**Same Light:** Performance is comparable to 50W – 150W HPS and up to 175W Mercury Vapor roadway and security lighting luminaires.

**White Light:** Correlated color temperature - standard 4000K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

IP66 rated borosilicate glass optics ensure longevity and minimize dirt depreciation. Unique IP66 rated LED light engines provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available distributions are Type II, III, and V roadway distributions. When used with the optional acrylic refractor the unit provides approximately 10% uplight and increased vertical foot-candles

##### ELECTRICAL

**Expected Life:** LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

**Lower Energy:** Saves an expected 40-60% over comparable HID luminaires.

**Robust Surge Protection:** Three different surge protection options provide a minimum of IEEE/ANSI C62.41 Category C (10kV/5kA) protection.

##### MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of B (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Mount arm is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. The 2 – bolt clamping mechanism provides 3G vibration rating per ANSI C136.

The Wildlife shield is cast into the housing (not a separate piece).

##### CONTROLS

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 5 pin and 7 pin receptacles optionally available.

Premium solid state locking-style photocontrol – PCSS (10 year rated life)  
Extreme long life solid state locking-style photocontrol – PCL1 (20 year rated life)

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.

##### WARRANTY & STANDARDS

5 year limited warranty. Full warranty terms located at [http://www.acuitybrands.com/Libraries/Terms\\_and\\_Conds/ABL\\_LED\\_Commerical\\_Outdoor.sflb.ashx](http://www.acuitybrands.com/Libraries/Terms_and_Conds/ABL_LED_Commerical_Outdoor.sflb.ashx)

Rated for -40°C to 40°C ambient

CSA Certified to U.S. and Canadian standards

Complies with ANSI: C136.2, C136.10, C136.14,

C136.31, C136.15, C136.37

Note: Specifications subject to change without notice. Actual performance may differ as a result of end-user environment and application.



# Autobahn Series ATBS

## Roadway & Security Lighting

### ORDERING INFORMATION

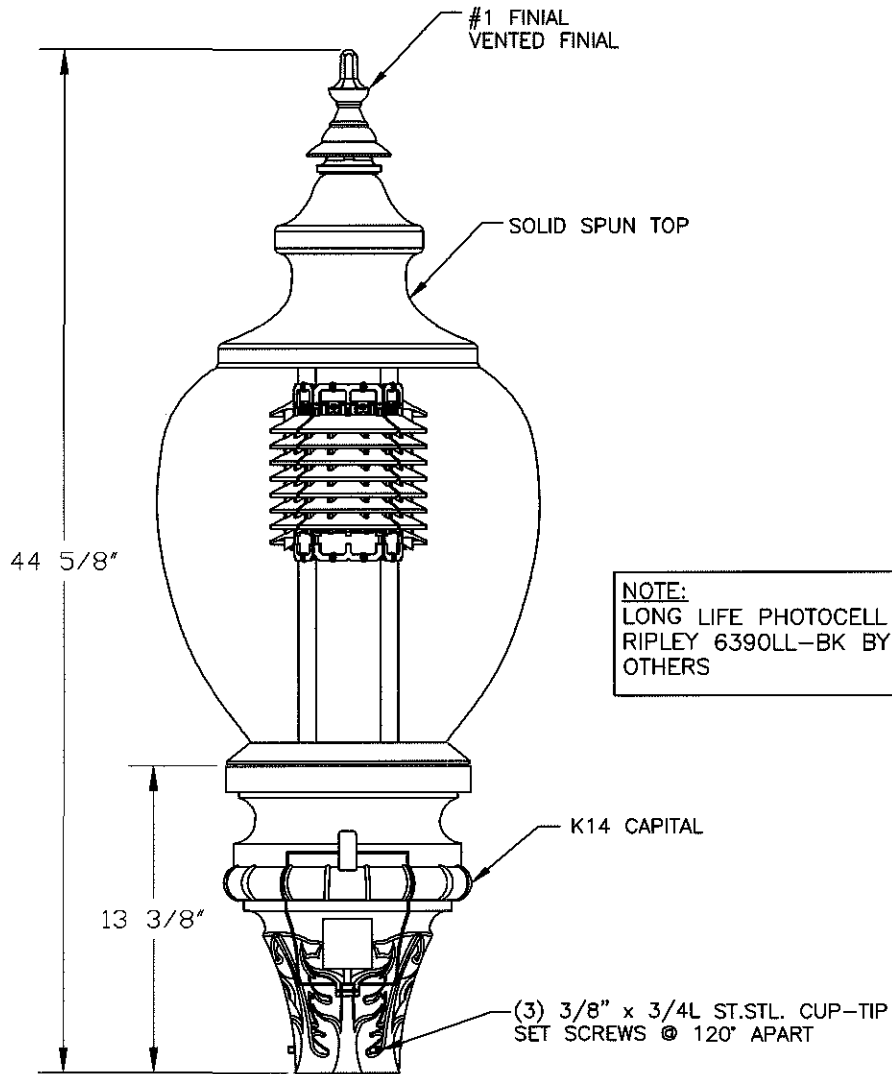
Example: ATBS A MVOLT R2

ATBM	D	MVOLT	R3
Series	Performance Packages	Voltage	Optics
<b>ATBS</b> Autobahn LED Roadway & Security	<b>A</b> 1,800 lumens <b>B</b> 2,400 lumens <b>E</b> 4,000 lumens <b>F</b> 4,600 lumens <b>G</b> 5,600 lumens <b>H</b> 6,300 lumens	<b>MVOLT</b> Multi-volt, 120-277V	<b>R2</b> Roadway Type II <b>R3</b> Roadway Type III <b>R5</b> Roadway Type V <b>D2</b> Type II, Drop Refractor included <b>D3</b> Type III, Drop Refractor included <b>D5</b> Type V, Drop Refractor included

Options		
<b>Color Temperature (CCT)</b> <b>(Blank)</b> 4000K CCT, 70 CRI Min. (standard) <b>5K</b> 5000K CCT, 70 CRI Min.	<b>Controls</b> <b>(Blank)</b> 3 Pin NEMA Photocontrol Receptacle <b>NR1</b> No Photocontrol Receptacle <b>DM</b> 0V-10V Dimmable Driver <b>P5</b> 5 Pin Photocontrol Receptacle (dimmable driver included) <b>P7</b> 7 Pin Photocontrol Receptacle (dimmable driver included) <b>PCSS1</b> DTL DSS Photocontrol <b>PCL11</b> DTL DLL Photocontrol 120-277V <b>A0</b> Field Adjustable Output <b>SH</b> Shorting Cap	<b>Accessories</b> <b>ATBSREF</b> Drop Refractor for field installation <b>ATBSHSS</b> House Side Shield for field installation <b>ATBSLTS</b> Light Trespass Shield for field installation
<b>Paint</b> <b>Blank</b> Gray (Standard) <b>BK</b> Black <b>WH</b> White <b>BZ</b> Bronze	<b>Install Packages</b> <b>PKGS</b> DTL DSS Photocontrol <b>PKGL</b> DTL DLL Photocontrol Packages ship with selected photocontrol, 24", 1 1/4" diameter arm, 5' of prewire and mounting hardware	
<b>Surge Protection</b> <b>Blank</b> Acuity SPD-10kV/5kA with inductive filter (Standard) <b>MP</b> MOV Pack <b>IL</b> SPD with Indicator Light		
<b>Misc.</b> <b>HSS</b> House Side Shield <b>NL</b> NEMA Label <b>XL</b> Not CSA Certified		

**Notes**

1. Not available with Install Packages.



44 5/8"

13 3/8"

TO ACCEPT 3 1/2" O.D.  
3 1/2" LONG TENON

**NOTE:**  
LONG LIFE PHOTOCELL  
RIPLEY 6390LL-BK BY  
OTHERS

REV.	ALTERATION	DATE	BY
A	NOT ADDED	04/19/16	T.B
B	LONG LIFE PHOTOCELL SPECIFIED AS 6390LL-BK BY RIPLEY LIGHTING CONTROLS.	5/3/16	M.Y
C	OPTICS WAS R1AR WITH TYPE III DISTRIBUTION	06/06/16	T.B

**LUMINAIRE SPECIFICATIONS**

CATALOGUE NO.: K118R-B3AR-IV-60(SSL)  
-1036-120:277V-K14-PR7-SST

QUANTITY:  
POLE ADAPTOR: K14  
OPTICAL SYSTEM: BAFFLED ARRAY ACRYLIC RIPPLED  
IES LTG. CLASS.: TYPE IV  
INPUT WATTS: 60W  
SOLID STATE LIGHTING

SERIES: 1036  
CCT / DIODE: 4000K / HE5  
LINE VOLTAGE: 120:277V  
PAINT: TEXTURED BLACK  
OPTIONS: C/W SOLID SPUN TOP &  
7-PRONG TWISTLOCK PHOTOCELL  
RECEPTACLE ANSI STANDARD  
C136.41 (PHOTO-EYE BY OTHERS)

**OPTIONS**



QUICK DISCONNECT

**NOTE:**

"NOTE THAT THIS FIXTURE IS BY DEFAULT SHIPPED IN 'NON-ADAPTIVE MODE'. THE FIXTURE IS FIELD SWITCHABLE TO 'ADAPTIVE-MODE' IF ADAPTIVE TECHNOLOGY IS TO BE UTILIZED. NOTE THAT SWITCHING TO 'ADAPTIVE MODE' MAY INCREASE THE NOMINAL INPUT POWER OF THE FIXTURE. PLEASE CONTACT THE FACTORY FOR FURTHER DETAILS"

CUSTOMER APPROVAL & DATE: \_\_\_\_\_

CUSTOMER ORDER No:
STRESSCRETE ORDER No:
KMFG. ORDER No:
KING U.S. ORDER No:

  King Luminaire • StressCrete • Est. 1953 <b>STRESSCRETE GROUP</b>	<b>Manufacturing Locations:</b> Burlington, Ontario 1-800-268-7809 Northport, Alabama 1-800-435-8563 Atchison, Kansas 1-800-837-1024 Jefferson, Ohio 1-800-268-7809
	PROJECT/CUSTOMER: CITY OF CAMAS, WA
DRAWN BY: TASHI B. AT: SC1 CHECKED BY: DATE: 02/29/16 REVISION: C	DRAWING TYPE: APPROVAL/MFG. DWG. DRAWING NUMBER: CAMAS-1

Catalog Number:

Date:

Project:

**OVERVIEW**

With a design life of 20+ years and superior in-rush current and surge-protection features, the DLL Elite support the extended life and low maintenance benefits associated with LED fixtures.

**FEATURES**

**APPLICATIONS**

- LED lighting fixtures that require dusk to dawn control
- High inrush current fixtures
- Designed to last as long as your LED lighting system, 20 + years
- LED inrush protection with triac assisted relay
- Extreme surge protection of 1280J/40kA utility or 2120J/40kA UL listed
- Double thick enclosure and lens with additional UV inhibitor
- High temp base plastic tested to 140°C
- Long life capacitors
- Full wave rectified power supply
- Dual zener diodes for long life
- Solid brass contact blades
- Double sided, thru hole plated .062" FR4 circuit board
- Conformal coated printed circuit board
- Sealed packaging for extended storage

**SPECIFICATIONS**

**REGULATORY LISTINGS**

- ANSI C136.10
- ROHS compliant
- UL listed to U.S. and Canadian safety standards
- Surge rated in excess of ANSI C136.10 to 20kV/10kA

**OPERATING CHARACTERISTICS**

- Voltage 120 to 480 VAC, 60Hz
- Load rating: 1000 watts, 1800 VA ballast
- Average power consumption: <0.5 watts @ 120V

**Warranty**

Ten-year limited warranty. Complete warranty terms located at: [www.acuitybrands.com/CustomerResources/Terms\\_and\\_conditions.aspx](http://www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx)

**Note:** Actual performance may differ as a result of end-user environment and application.

Specifications subject to change without notice.



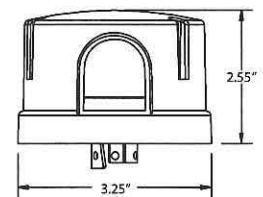
DTL®

**DLL Elite**

Electronic Locking Type Photocontrol



**DIMENSIONS**



**DLL STANDARD COLORS**

	Non-UL	UL
120-277V	Green	Blue
347V	Green	Green
480V	Yellow	Yellow

**ORDERING INFORMATION**

DLL PHOTOCONTROL							Example: DLL127 1.5 J50
Series & Voltage	Failure Mode	Turn-On Level (fc)	Filter	Certification	Cover Color	Pkg. Qty.	
DLL127 120-277V	[blank] Fail On	1.5 ANSI Std.	[blank] Std. Operation	[blank] Std.	[blank] Std. <sup>1</sup>	JU 1 Unit	
DLL347 340V	F Fail Off		IR IR Filtered Silicon	CUL CULus	BK Black <sup>2</sup>	J12 12 Units	
DLL480 480V					BR Brown <sup>2</sup>	J50 50 Units	
					GR Green <sup>2</sup>		
					GY Gray <sup>2</sup>		
					BL Blue <sup>2</sup>		
					YL Yellow <sup>2</sup>		

**NOTES**

1. No color substitutions for UL models.
2. Non-standard custom colors are non-stock items. Available in J12 and J50 only. Consult customer service.

**PART EIGHT**

**APPENDICES**



**APPENDIX A**

**SAMPLE UNIT PRICED CONTRACT**  
**QUOTE FORM**

**CITY OF CAMAS**  
**Unit Priced Contract Quote Form**

Item 7.

<b>Project Title and Number</b>	<b>Project Lead</b>	<b>Contractor/Vendor:</b>	<b>Contract Term</b>
<b>Purchase Order # (P.O.)</b>	<b>Manager</b>	<b>Department/Division</b>	<b>Purchase Order Date</b>
<b>P.O. Total</b>	<b>Contract Balance</b>	<b>Delivery/Completion (est. Calendar Days)</b>	<b>Contract Amount Remaining</b>
			0.00

**Project Name:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

Item	Discription	QTY	Contrated Unit Price	Total
1				\$0.00
2				\$0.00
3				\$0.00
4				\$0.00
5				\$0.00
6				\$0.00
7				\$0.00
8				\$0.00
9				
10				
<b>SUBTOTAL (Parts and Materials):</b>				<b>\$0.00</b>
<b>Tax:</b>				<b>\$0.00</b>
<b>Shipping/Handling/Mobilization:</b>				<b>Included</b>
<b>PROJECT TOTAL:</b>				<b>\$0.00</b>
<b>Retainage Amount :</b>				<b>\$0.00</b>
<b>PAYMENT AMOUNT:</b>				<b>\$0.00</b>

\*\*\* Approval Authority \*\*\*

Contractor

\_\_\_\_\_

\_\_\_\_\_

Where this project quote cannot be accommodated on this form; use as a cover, noting "See Attached" in the appropriate spaces above. Any subsitute format must include all elements of this form for item of work.

**APPENDIX B**

**GENERAL ENCROACHMENT PERMIT**



## GENERAL ENCROACHMENT PERMIT APPLICATION INSTRUCTIONS

A general encroachment permit is required for construction or maintenance activity within the public right-of-way (ROW). Per CMC 12.12.010.

1. Check the type of encroachment activity, at the top of page 1 of the General Encroachment Permit form. An explanation of types of general encroachment activities are listed below (#4).
2. Complete the following contact information:
  - Application Information: This is the owner of the property to be worked on or the equipment to be installed.
  - Contractor Information: All work in the right-of-way must be done by a licensed and bonded contractor. The contractor's business and contact information goes here.
  - Agent Information: If the applicant is using a third party, such as an engineering consultant to apply for the permit, their contact information would be included.
  - Job Site Information: Address and a brief description of the work to be done.
3. Submit the completed 'General Encroachment Permit' form on page 1. Sign and date the 'Standard Conditions' on page 2. Include the following items for a complete submittal:
  - Project plans or Sketch;
  - Traffic Control Plan (TCP), if required;
  - Contractor's estimate of work and material costs, including traffic control (if applicable).

The completed form and applicable items can be email to the Building Department at [permits@cityofcamas.us](mailto:permits@cityofcamas.us). For questions or payments, call 360.817.1568.
4. General encroachment fees are calculated based on the current City fee schedule. (CMC 12.12.020)
  - 2021 Base fee: \$35.00 for estimate of work less than \$1,500.00
  - Fee for work estimated at \$1,500.00 or greater: \$30.00 plus 2.5% of estimate of work
5. Types of Permits:
  - Sidewalk-Driveway-Tree Applies to removal & replacement of existing sidewalks, driveway approaches, street trees or trees in the right-of-way, and retrofitting of existing driveway approaches.
  - Other Work in ROW Applies to any of the following activities in the ROW: temporary placement of dumpsters and/or PODs, tents, material storage, potholing, etc.
  - Site Developments Applies to new construction for subdivisions, short plats, commercial, industrial, multi-family, duplexes, tri-plexes, 4-plexes, etc. For use by Development Engineering. To be submitted at pre-construction meetings, along with the signed Insurance Requirements form and a Certificate of Insurance Liability. See Item #6 below for additional documentation requirements.
6. Additional Documentation for Site Developments:
  - General Encroachment Permit, including Standard Conditions (ESC/Construction Debris Cleanup & Indemnification and Hold Harmless Agreement)
  - Insurance Requirements Form, with *Certificate of Insurance* attached.  
Insurance requirements shall include the following liabilities:



**GENERAL ENCROACHMENT PERMIT  
APPLICATION INSTRUCTIONS**

Item 7.

- 1) **Commercial General Liability** insurance of a least \$1,000,000 per occurrence and no less than \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit, naming the City of Camas as an additional insured. Coverage shall not exclude explosion, collapse and underground (XCU) where applicable. Coverage shall include, but not be limited to, contractual, completed operations and stop gap (employer's) liability.
  
- 2) **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Applicant to provide a copy of endorsement: ISO Additional Insured, State or Political Subdivisions, Permits CG 20 12 005 09, or a substitute endorsement providing equivalent or better coverage.

**Additional Information:**

Per CMC Section 12.12.040: Any person, firm or corporation engaged in any kind of work which tends to obstruct the streets, highways or public places, or which takes place within the city's right-of-way may, in lieu of the certificate of liability insurance, provide an annual insurance certificate in such amount as may be fixed by the Director of Public Works and approved by the City Attorney.





# GENERAL ENCROACHMENT PERMIT FORM

Submit via email: [permits@cityofcamas.us](mailto:permits@cityofcamas.us)

City Permit Number

616 NE 4th Ave, Camas, WA 98607  
Questions Call: 360.817.1568

- SIDEWALK-DRIVEWAY-TREE REMOVE & REPLACE
- OTHER WORK IN ROW (E.G. DUMPSTERS, PODS, TENTS, MATERIAL STORAGE, ETC.)
- SITE DEVELOPMENTS – ENGINEERING USE ONLY (E.G. SUBDIVISIONS, SP, COMMERCIAL, ETC.)

**Engineering Inspection Requests:**  
Call 360.834.8860, Option 2

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

APPLICANT INFORMATION

Owner or Business \_\_\_\_\_ Applicant Project No. (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

CONTRACTOR / AGENT INFORMATION

Company Name \_\_\_\_\_ Contractor / Agent Project No. (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

W.C.L. # \_\_\_\_\_ Expires \_\_\_\_\_ Tax ID Number \_\_\_\_\_

JOB SITE INFORMATION

Work Location / Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_ Pavement Cut(s)  Plans Attached Value of work and material in right-of-way: \$ \_\_\_\_\_

\_\_\_\_\_ Sidewalk Cut(s)  TCP Attached

Project Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

**Initial & Date Page 2  
On Reverse Side**

SITE REQUIREMENTS (if applicable)

Engineering Plan Req'd  Drawings Rec'd Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Traffic Control Plan Req'd  TCP Received Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Standard Conditions Signed & Attached / on File Permit Fee \$ \_\_\_\_\_

Special Conditions Attached Other Fees \$ \_\_\_\_\_

Fee(s) Paid **NOTE: Permit is not valid until paid.** Total Fees \$ \_\_\_\_\_

CITY USE ONLY

Receipt Number \_\_\_\_\_ By \_\_\_\_\_ Date Paid \_\_\_\_\_

Approved by: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Expires: \_\_\_\_\_

## EROSION SEDIMENT CONTROL / CONSTRUCTION DEBRIS CLEANUP & DISPOSAL

The applicant (or owner's representative) acknowledges by signing this Permit that he/she has read the contents of Section 14.06 Erosion Control Plan and Section 15.36 Construction Debris Cleanup and Disposal of the Camas Municipal Code. The applicant agrees to familiarize himself/herself with the applicable City of Camas standards, specifications, codes, and ordinances and will abide by the same. The applicant understands that nonconformance with these documents may result in rejection, removal of the work, "stop work orders"; and the costs associated with the same will be the responsibility of the applicant. The applicant is assuming all responsibility of constructing the improvements in compliance with City of Camas standards, specification, and ordinances.

The City requires all flag persons on City streets or right of ways to be certified by the State of Washington per WAC 296-155-305.

Excavators shall notify pipeline operator immediately if their work damages a pipeline and to call 911 or other local emergency response numbers immediately if the damage results in a release of natural gas or other hazardous substance or potentially endangers life, health, or property.

I understand that it is my responsibility to ensure all persons involved in this project comply with the requirements of the Camas Municipal Code.

Applicant's Initial: \_\_\_\_\_ Date: \_\_\_\_\_

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Applicant/Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Permit, except for injuries and damages caused by the sole negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Applicant/Contractor and the City, its officers, officials, employees, and volunteers, the Applicant/Contractor's liability hereunder shall be only to the extent of the Applicant/Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Applicant/Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Permit.

Applicant's Initial: \_\_\_\_\_ Date: \_\_\_\_\_



Certificate of Insurance Attached.

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

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

**ENCROACHMENT PERMIT  
INSURANCE REQUIREMENTS  
(Required for Permanent Structures & Site Developments)**

Applicant to provide certificate of insurance evidencing:

1) Commercial General Liability insurance of at least \$1,000,000 per occurrence and no less than \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit, naming the City of Camas as an additional insured. Coverage shall not exclude explosion, collapse and underground (XCU) where applicable. Coverage shall include, but not be limited to, contractual, completed operations and stop gap (employer's) liability.

2) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Applicant to provide a copy of endorsement: ISO Additional Insured, State or Political Subdivisions, Permits CG 20 12 005 09, or a substitute endorsement providing equivalent or better coverage.

Per CMC Section 12.12.040: Any person, firm or corporation engaged in any kind of work which tends to obstruct the streets, highways or public places, or which takes place within the city's right-of-way may, in lieu of the certificate of liability insurance, provide an annual insurance certificate in such amount as may be fixed by the Director of Public Works and approved by the City Attorney.

Company / Agency Name: \_\_\_\_\_

Annual Certification (Keep on File)

Permit Specific – Permit No. \_\_\_\_\_





**GENERAL ENCROACHMENT PERMIT**

Certificate of Insurance Attached.

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

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

**INSURANCE REQUIREMENTS**

Applicant to provide certificate of insurance evidencing:

1) Commercial General Liability insurance of at least \$1,000,000 per occurrence and no less than \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit, naming the City of Camas as an additional insured. Coverage shall not exclude explosion, collapse and underground (XCU) where applicable. Coverage shall include, but not be limited to, contractual, completed operations and stop gap (employer's) liability.

2) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Applicant to provide a copy of endorsement: ISO Additional Insured, State or Political Subdivisions, Permits CG 20 12 005 09, or a substitute endorsement providing equivalent or better coverage.

Additional Information:

Per CMC Section 12.12.040: Any person, firm or corporation engaged in any kind of work which tends to obstruct the streets, highways or public places, or which takes place within the city's right-of-way may, in lieu of the certificate of liability insurance, provide an annual insurance certificate in such amount as may be fixed by the Director of Public Works and approved by the City Attorney.

Company / Agency Name: \_\_\_\_\_

Annual Certification (Keep on File)

Permit Specific – Permit No. \_\_\_\_\_



# Staff Report – Consent Agenda

September 6, 2022 Council Regular Meeting

\$363,003.42 Selby Bridge Company NE 3<sup>rd</sup> Avenue Bridge Seismic Retrofit Change Order No. 1 (Submitted by James Carothers, Engineering Manager)

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

**BACKGROUND:** Additional work has been added to the scope of the NE 3<sup>rd</sup> Avenue Bridge Seismic Retrofit project.

**SUMMARY:** Construction work beyond the contracted scope has been performed by the contractor, Selby Bridge Company (SBC), and exceeded the awarded bid price by 20 percent. This additional work was necessary to construct the project per the approved plans and was largely due to unforeseen geological conditions and significant differences between the existing conditions depicted in the contract documents and those discovered during construction. Washington State Department of Transportation (WSDOT), by way of a Federal Highway Administration (FHWA) Bridge Grant, has funded 100-percent of the project construction costs to date and has agreed to fund 100-percent of the additional construction changes with the exception of three non-grant eligible item in the amount of \$16,589.37. See items 6, 10 and 22 in the Revised Work Items Table.

The additional work consists of thirty items which have been combined into a single construction change order for simplicity. Cost of this construction change order was calculated by the design and construction management consultant, Harper Houf Peterson Righellis, Inc. (HHPR), and was reviewed by City Staff and WSDOT.

Over half of the total change order cost is due to unforeseen conditions encountered while stabilizing the soil that supports the bridge. These costs were not accounted for in the bid price because the subsurface soil conditions encountered during construction differed significantly from what was observed in preliminary geotechnical investigations.

The following table describes the work and lists the cost of each item.

**Revised Work Items**

<b>Item No.</b>	<b>Description of Work</b>	<b>Cost</b>
1	Additional Temporary Project Sign	\$1,350.00
2	Lead Based Paint Removal	\$39,500.00
3	Revise Erosion Control Measures	\$4,750.00
4	Replace Guardrail Posts	\$4,000.00
5	Replace Washougal River Signs	\$775.00
6	Install New Water Service (Not eligible for WSDOT reimbursement)	\$9,634.78
7	Add Fittings to Bridge Supported Piping	\$4,943.50
8	Asphalt Pavement Cost Adjustment	\$3,492.08
9	Revise Pavement Striping	\$3,360.00
10	Steel Cost Adjustment (Not eligible for WSDOT reimbursement)	\$2,848.34
11	Repair Bridge Deck Expansion Joint	\$1,700.00
12	Excavate and Remove Buried Concrete	\$13,823.84
13	Modify Steel Bearing Plates to Avoid Rivets	\$5,279.83
14	Additional Concrete Forming	\$660.38
15	Bend Existing Girder to Allow Welding	\$272.09
16	Level Bottom of Concrete Piers	\$902.61
17	Move Restrainer Bracket Due to Conflict with Waterline	\$1,122.69
18	Modify Restrainer Bracket Bolts	\$2,388.05
19	Additional Steel Fabrication Costs	\$10,382.33
20	Additional Concrete Drilling	\$9,129.39
21	Weld Flanges on Waterline	\$1,488.85
22	Replace Water Valve (Not eligible for WSDOT reimbursement)	\$4,106.25
23	Rebar Modification	\$874.25
24	Additional Concrete Pedestal Blocks	\$2,916.34
25	Move Restrainer Bracket Due to Conflict with Sidewalk Support Bracket	\$1,141.06
26	Waterproofing at Bearing Pads	\$2,965.34
27	Additional Drilling Due to Unforeseen Geological Conditions	\$189,691.74
28	Cutting and Painting Relocated Restrainer Bracket	\$578.76
29	Additional Excavation Shoring	\$9,111.20
30	Additional Overhead Costs Due to Schedule Extension	\$29,814.72

**CHANGE ORDER 1 TOTAL: \$363,003.42**

**EQUITY CONSIDERATIONS:**

What are the desired results and outcomes for this agenda item?

Formal change order approval from Council on the September 6 Consent Agenda.

What's the data? What does the data tell us?

Not applicable

How have communities been engaged? Are there opportunities to expand engagement?

Not applicable

Who will benefit from, or be burdened by this agenda item?

This item is paid by federal grant funding

What are the strategies to mitigate any unintended consequences?

Daily inspections of construction activities and regular coordination between the contractor, City, and WSDOT.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

No

Will this agenda item improve ADA accessibilities for people with disabilities?

No

What potential hurdles exist in implementing this proposal (include both operational and political)?

None

How will you ensure accountabilities, communicate, and evaluate results?

Daily inspections of construction activities and regular coordination between the contractor, City, and WSDOT.

How does this item support a comprehensive plan goal, policy or other adopted resolution?

This project maintains the transportation system at a level that preserves user safety... and the overall integrity of the system, in accordance with Policy T-1.4 of the 2035 Comprehensive Plan.

**BUDGET IMPACT**

Federal grant funding covers \$346,414.05 of the work with the remaining \$16,589.37 being paid by the street and water funds. This project will be addressed in the Fall Omnibus.

**RECOMMENDATION:**

Staff recommends approval of this change order item on the September 6, 2022 Consent Agenda.



I, James E. Carothers, Engineering Manager, hereby certify that these bid tabulations are correct.

Item 9.

*James E. Carothers* 8-24-22  
 James E. Carothers, PE Date

<b>PROJECT NO. P1038</b>				Engineer's Estimate: \$70,676.80		Karvonen Sand & Gravel, Inc PO Box 3130 Battle Ground, WA 98604 360-687-2549 neil@ksginc.biz		Vancouver Paving 1201 NE 154th St. Vancouver, WA 98685 360-573-7973 jeffp@vancouverpavingco.com		Lakeside Industries PO Box 820465 Vancouver, WA 98662 360-892-5410 johnny.escobedo@lakesideind.com		Granite Construction Company 16821 SE McGillivray Blvd. Ste. B210 Vancouver, WA 98683 360-254-0978 bid.vancouver@gcinc.com	
DESCRIPTION: 2022 CAMAS CEMETERY PAVING DATE OF BID OPENING: AUGUST 24, 2022 10:00am				Ent. By PAF									

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
<b>Schedule 'A' Street</b>													
1	Minor Changes (minimum bid \$5,000)	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2	Construction Documentation (minimum bid \$2,000)	LS	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
3	Mobilization	LS	1	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$6,500.00	\$6,500.00	\$9,269.00	\$9,269.00
4	Project Temporary Traffic Control	LS	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00
5	HMA 1/2" PG 64-22	TON	330	\$140.00	\$46,200.00	\$135.00	\$44,550.00	\$165.00	\$54,450.00	\$174.00	\$57,420.00	\$295.00	\$97,350.00
6	Erosion Control and Water Pollution Control	LS	1	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$500.00	\$500.00
7	Roadside Restoration ( minimum bid \$1,000)	LS	1	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00

<b>Subtotal (Schedule 'A')</b>	<b>\$65,200.00</b>	<b>\$65,550.00</b>	<b>\$69,950.00</b>	<b>\$78,420.00</b>	<b>\$119,119.00</b>
<b>Washington State Sales Tax (8.4%)</b>	<b>\$5,476.80</b>	<b>\$5,506.20</b>	<b>\$5,875.80</b>	<b>\$6,587.28</b>	<b>\$10,006.00</b>
<b>TOTAL CONSTRUCTION COST (Schedule 'A')</b>	<b>\$70,676.80</b>	<b>\$71,056.20</b>	<b>\$75,825.80</b>	<b>\$85,007.28</b>	<b>\$129,125.00</b>
<b>Basis of Award</b>					

~ PROCLAMATION ~

WHEREAS, September is nationally recognized as suicide prevention month; and

WHEREAS, in the United States, one person dies by suicide every 11 minutes; and

WHEREAS, in the United States, suicide is the second leading cause of death for ages 10-14 and 25-34; and

WHEREAS, In Washington State forty percent of all deaths in youth aged between 15 and 24 were attributed to suicide; and

WHEREAS, support of mental wellness efforts, education on suicide prevention, and promotion of accessible resources for help can reduce suicide within our youth and community; and

WHEREAS, all citizens can take part in preventing suicide by promoting mental well-being and contributing to a culture where individuals are supported and accepted for who they are and where it is okay to ask for help;

NOW, THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim September 2022, as:

***“Suicide Prevention Awareness Month”***

in the City of Camas and encourage citizens and businesses to support mental wellness efforts and become educated about suicide prevention, as well as promote accessible resources, to unite against the tragedy of suicide and cultivate a healthier environment for our community.

In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 6<sup>th</sup> day of September 2022.



\_\_\_\_\_  
Steve Hogan, Mayor



## ~ PROCLAMATION ~

WHEREAS, National Hispanic Heritage Month celebrates the Hispanic community, highlights its countless achievements, represents the significant and fast-growing demographic in Clark County and across the country; and

WHEREAS, the observation began in 1968 as National Hispanic Heritage Week under President Lyndon B. Johnson, and was enacted into federal law on August 17, 1988, calling upon all the people of the United States to observe this time with ceremonies, activities, programs; and

WHEREAS, many Hispanic Americans trace their roots to the cultures of the indigenous peoples of the Americas including the Arawaks, the Aztecs, the Incas, the Mayans, and the Tainos, some trace their roots to the Spanish explorers, or to the Africans who were brought as slaves to the New World, and now serve as Civil Rights leaders, politicians, military service members, educators, first responders, pioneers of science, and public servants for our country; and

WHEREAS, September 15 through October 15 is recognized as National Hispanic Heritage Month, which is a time to honor the invaluable ways Hispanics and Latinos contribute to our common goals, celebrate their diverse cultures, and work towards a stronger, more inclusive, and more prosperous society for all; and

WHEREAS, Hispanics have enhanced and shaped our national character with centuries-old traditions that reflect the multi-ethnic and multicultural customs of their communities while adding their own distinct and dynamic perspectives to the story of our country;

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim September 15 through October 15, 2022 as:

### **“National Hispanic Heritage Month”**

in the City of Camas and call upon all our residents to recognize this observance.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 6<sup>th</sup> day of September 2022.

\_\_\_\_\_  
Steve Hogan, Mayor



~ PROCLAMATION ~

WHEREAS, the Constitution of the United States of America, the guardian of our liberties embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2022, marks the 235th anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as Constitution Week;

NOW, THEREFORE, I, Steve Hogan, Mayor of the City of Camas, in the State of Washington, do hereby proclaim September 17 through September 23, as

***“Constitution Week”***

in the City of Camas and encourage all citizens to join me in this special observance.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 6<sup>th</sup> day of September 2022.

\_\_\_\_\_  
Steve Hogan, Mayor

**STAFF REPORT**

**Hudson East Multi-Family Tax Exemption**

File No. MISC22-05 (Related Files: SPRV21-07; SEPA21-13; ARCH21-06; DR22-05)

Staff Report Date: August 25, 2022

**TO** Steve Hogan, Mayor **FROM** Lauren Hollenbeck, Senior Planner  
 Council Members [lhollenbeck@cityofcamas.us](mailto:lhollenbeck@cityofcamas.us)

**APPLICANT** David Coppenhaver  
 Hudson East Living, LLC  
 Cascadia Development  
 Partners  
 (360) 907-0062

**LOCATION** 404 NE 6th Avenue Camas, WA 98607  
 Parcel No. 79150-000

**SUBMITTAL DATE** May 6, 2022 **TECHNICALLY COMPLETE DATE** June 3, 2022

APPLICABLE LAW: The applicable codes are those codes that were in effect at the date of application submittal.

**CONTENTS**

**SUMMARY** ..... 1

**DISCUSSION AND FINDINGS** ..... 2

**CMC 3.86.040(D) Project Eligibility** ..... 2

**CMC 3.86.050 Downtown district: standards and guidelines**..... 3

**CONCLUSION**..... 5

**RECOMMENDATION** ..... 5

**SUMMARY**

The proposed Hudson East mixed-use building will be four stories, with the first floor reserved for commercial/retail use. The upper floors will have 56 residential units to include a mix of studios, one, and two-bedroom market rate rental units.

The applicant has the option to apply for an 8-year or 12-year tax exemption pursuant to CMC Chapter 3.86. The 12-year tax exemption requires the applicant to rent or sell at least 20% of the units as affordable housing to low and moderate income households whereas the 8-year tax

exemption does not. The applicant is seeking an 8-year tax exemption for multi-family market rate rental housing in the downtown area.

[**Note:** Excerpts from Camas Municipal Code (“CMC”) are shown in **bold type** within this report.]

## DISCUSSION AND FINDINGS

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The criteria for approval for the Multifamily Tax Exemption are provided at CMC Section 3.86.040(D) *Project Eligibility* and CMC Section 3.86.050 *Downtown District Standards and Guidelines*, which are discussed below.

---

### CMC 3.86.040(D) Project Eligibility

- 1. Location. The project must be located within a residential target area, as designated in Section 3.86.030.**

**FINDING:** Meets. The proposed project is located within the Downtown District Target Area.

- 2. Tenant Displacement Prohibited. Property proposed to be rehabilitated must be vacant at least twelve months before submitting an application and fail to comply with one or more standards of the applicable city adopted state or local building or housing codes.**

**FINDING:** Not applicable. The proposal includes the demolition of existing non-residential buildings used for church services.

- 3. Size. The project must include at least four units of multifamily housing within a residential structure or as part of a mixed-use development. A minimum of four new units must be constructed or at least four additional multifamily units must be added to existing occupied multifamily housing. Existing multifamily housing that has been vacant for twelve months or more does not have to provide additional units so long as the project provides at least four units of new, converted, or rehabilitated multifamily housing. More specific sizing requirements may be established for each residential target area.**

**FINDING:** Meets. There will be fifty-six (56) units within a mixed-use structure.

- 4. Permanent Residential Housing. At least fifty percent of the space designated for multifamily housing must be provided for permanent residential occupancy, as defined in Section 3.86.020.**

**FINDING:** Meets. It will not be a hotel.

- 5. Proposed Completion Date. New construction multifamily housing and rehabilitation improvements must be scheduled to be completed within three years from the date of approval of the application.**

**FINDING:** Meets. Construction is intended to be completed within three years.

- 6. Compliance with Guidelines and Standards. The project must be designed to comply with the city’s comprehensive plan, building, housing, and zoning codes and any other applicable regulations in effect at the time the application is approved. Rehabilitation and conversion improvements must comply with all applicable housing codes. New construction must comply with the uniform building code. The project must also comply**

**with any other standards and guidelines adopted by the city council for the residential target area in which the project will be developed.**

**FINDING:** Application for Site Plan Review was approved on April 13, 2022. Application submittal for Design Review was received June 22, 2022 and is currently under City staff review.

**7. Owner Occupancy. Projects within a residential target area that are developed for owner-occupancy shall include an agreement or other guarantee acceptable to the director ensuring that some or all of the units within the project are used for purposes of owner-occupancy.**

**FINDING:** Not applicable. The project is intended to create 56 residential rental units. There are no owner-occupied units.

**8. Affordability. To be eligible for twelve-year tax abatements under this chapter, applicants must commit to renting or selling at least twenty percent of units as affordable housing to low and moderate income households as defined herein. Projects intended exclusively for owner occupancy may meet this standard through housing affordable to moderate-income households.**

**FINDING:** Not applicable. The applicant requested an 8-year tax exemption for market rate units. No owner-occupied units are proposed.

### **CMC 3.86.050 Downtown district: standards and guidelines**

**In approving a tax exemption under CMC 3.86.040 and in addition to compliance with the requirements of the underlying zone and design and developments standards under Title 17 and Title 18 of the Camas Municipal Code, the following standards and guidelines shall be applicable within the downtown district, unless the city determines that the proposal would better meet the intent of the exemption under CMC 3.86.040A.**

#### **A. Standards.**

**1. Size. The project must include at least four new or additional units of multifamily housing located on the second floor or higher in a mixed-use building in which the ground floor is dedicated in whole to commercial uses. The building shall include no ground floor residential units.**

**FINDING:** Meets. The application includes ground floor retail space fronting 6<sup>th</sup> Avenue and fifty-six (56) residential units above in a mixed-use building.

**2. Parking. All multifamily units regardless of the underlying zone shall include off-street parking and as provided in CMC 18.11.130 or alternately as otherwise specified through a development agreement.**

**FINDING:** 35 on-site parking spaces are proposed in the parking garage located on the south half of the site. An additional 17 on-street parking spaces are provided immediately adjacent to the project site on Cedar Street, 6th Avenue, and Dallas Street as allowed per CMC 18.11.010. A total of 52 parking spaces are provided, which is a reduced number of parking as allowed per CMC 18.11.040.B. The number of parking spaces was approved with the Site Plan Review permit that was issued on April 13, 2022 and was not appealed.

### 3. Building Height. Maximum of forty-five feet and three stories.

**FINDING:** The proposed height of the building is 51 feet and four stories, which is in compliance with the underlying zoning. The additional height would still meet the intent of the tax exemption per CMC 3.86.040.A as discussed below:

#### 3.86.40 Tax exemptions for multifamily housing in residential target areas.

##### A. Intent. Limited eight- or twelve-year exemption from ad valorem property taxation for multifamily housing in urban centers are intended to:

##### 1. Encourage increased residential opportunities within urban centers designated by the city council as residential target areas;

**FINDING:** The proposed site is within the downtown area designated by city council as a residential target area. An increased height of 45-feet to 51-feet with an additional floor will increase residential opportunities within this area. Further, the applicant indicated the project would not be economically feasible without the additional floor of multi-family residential units.

##### 2. Stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multifamily housing in residential target areas to increase and improve housing opportunities;

**FINDING:** The project is new construction that will add multifamily housing to this residential target area and the additional floor of residential units meets the intent of increasing those housing opportunities.

##### 3. Assist in directing future population growth to designated urban centers, thereby reducing development pressure on single-family residential neighborhoods;

**FINDING:** The increased height and additional floor of residential units will help direct future population growth to the designated residential target area for multi-family housing.

##### 4. Achieve development densities which are more conducive to transit use in designated urban centers;

**FINDING:** The increased height and additional floor of multi-family residential units will allow greater densities in the downtown area that is more conducive to transit use.

##### 5. Encourage new construction or rehabilitation of owner-occupied multifamily housing where identified as desirable; and

**FINDING:** Although the project is not owner occupied, the additional height and floor of multifamily residential housing is desirable in the downtown area.

##### 6. Encourage affordable housing.

**FINDING:** Although the project is not a designated affordable housing project, the additional housing increases the supply of multi-family rental units within the downtown area.

#### 4. Where the project includes six or more multifamily units, an outdoor commons consisting of a minimum two hundred square feet shall be provided and include seating and tables

**for a minimum twelve people. This requirement may be incorporated into seating or dining areas for commercial uses on the ground floor, through common balconies or rooftop improvements.**

**FINDING:** Meets. A 760 square foot multi-purpose outdoor deck is adjacent to the residential community room. Additional seating opportunities include the community room, lobby, ground floor retail spaces and along the street frontage.

## **B. Guidelines.**

### **1. Connectivity. The project must demonstrate that pedestrian circulation from the project site to Northeast Fourth Avenue within the district is enhanced or improved.**

**FINDING:** Street frontages are enhanced or improved with widen sidewalks and landscaping for pedestrian circulation.

### **2. Parking. Demonstration that existing street parking will not be reduced in number or will be offset by an equal or better number of parking spaces made available for public parking.**

**FINDING:** The number of parking spaces was approved with the Site Plan Review permit that was issued on April 13, 2022 and was not appealed.

## **CONCLUSION**

Based on the above findings and discussion provided in this report, staff concludes that the Multifamily Tax Exemption Application (MISC22-05) with attached Agreement should be approved by Council through Resolution 22-011, because it complies with the following standards of CMC:

- MISC22-05 is in conformance with the CMC Section 3.86.040(D) PROJECT ELIGIBILITY.
- MISC22-05 is in substantial conformance with the requirements of CMC Section 3.86.050 DOWNTOWN DISTRICT STANDARDS AND GUIDELINES.
- MISC22-05 complied with the application and fee requirements of CMC Section 3.86.040(E).

## **RECOMMENDATION**

Staff recommends that Council move to accept staff findings and conclusions, and adopt Resolution 22-011 for the Hudson East Mixed Use project.

RESOLUTION NO. 22-011  
A RESOLUTION approving a Multi-Family Housing Limited  
Property Tax Exemption Agreement with Hudson East Living, LLC  
pursuant to Camas Municipal Code Chapter 3.86

WHEREAS, Under Chapter 3.86 of the Camas Municipal Code the City enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor that the owner is eligible to receive a limited property tax exemption; and

WHEREAS, Hudson East Living, LLC has submitted a complete application requesting qualification for the limited property tax exemption; and

WHEREAS, the City and Hudson East Living, LLC have negotiated the terms of a Multi-Family Housing Tax Exemption Agreement as set forth in the attached Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

SECTION I

The Multi-Family Housing Property Tax Exemption Agreement between the City of Camas and Hudson East Living, LLC attached hereto as Exhibit "A" is hereby approved and the Mayor is hereby authorized to sign the same on the behalf of the City of Camas.

ADOPTED at a regular Council meeting this \_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

CITY OF CAMAS  
MULTI-FAMILY HOUSING LIMITED  
PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between **HUDSON EAST LIVING, LLC** (hereinafter referred to as the "Owner"), and the CITY OF CAMAS, a municipal corporation of the State of Washington (hereinafter referred to as the "City").

WHEREAS the City has an interest in stimulating new construction or rehabilitation of multi-family housing in Residential Target Areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various Residential Target Areas for the provision of a limited property tax exemption for new multi-family residential housing, and

WHEREAS the City has, through Camas Municipal Code (hereinafter referred to as "CMC") Chapter 3.86, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor that the owner is eligible to receive a limited property tax exemption, and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in the **Downtown District**, a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than fifty-six (56) units of new multifamily housing within a structure that includes commercial uses on the ground floor.



WHEREAS the Owner has submitted to the City preliminary site plans and floor plans for multi-family residential housing to be constructed on said property legally described as:

404 NE 6th Avenue, in the City of Camas, Clark County. Assessor's Parcel Number 79150-000, commonly known as Hudson East Mixed Use project, hereinafter referred to as the "Site," and

WHEREAS the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption;

**NOW, THEREFORE, the City and the Owner do mutually agree as follows:**

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption.
2. The Owner agrees to construct on the Site multi-family residential housing substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of administrative approval of this Agreement, subject to Design Review approval which is currently pending.
3. The project shall comply with all applicable zoning requirements, land use requirements, design review requirements and all building, fire, and housing code requirements contained in the Camas Municipal Code (herein referred to as the "CMC") at the time a complete application for a building permit is received.
4. The new multiple-unit housing shall provide for a minimum of fifty (50) percent of the space for permanent residential occupancy.
5. The Owner shall complete construction of the agreed upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption, or within any extension thereof granted by the City.
6. The Owner is requesting a eight year limited property tax exemption. The Owner shall, upon completion of the improvements and upon issuance by the City of

a temporary or permanent certificate of occupancy, to file with the City's Department of Community Development the following:

- a) A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property;
- b) A description of the completed work and a statement of qualification for the exemption; and
- c) A statement that the work was completed within the required three (3) year period or any authorized extension;

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file an eight year Final Certificate of Tax Exemption with the Clark County Assessor.

8. The Owner, as a continuing condition of receipt of the limited tax exemption set forth herein, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years to file a notarized declaration with the City's Department of Community Development indicating the following:

- a) A statement identifying the total number of occupied and vacant multifamily units receiving a property tax exemption;
- b) A certification that the property continues to be in compliance with the contract with the city;
- c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
- d) The total monthly rent for each unit;
- e) For exemptions granted under the affordable housing provisions of this chapter, the income of each renter household at the time of initial occupancy; and

9. The Owner shall maintain records to support the declarations made in Paragraph 8 above. The records and the multifamily units are subject to inspection by the City. Failure to submit the annual declaration, maintain adequate records, or deny access to the City for inspection of the units may result in tax exemption being canceled.

10. The parties acknowledge that a minimum of 56 units are to be used and occupied for residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units.

11. If the Owner intends to convert to another use any of the multi-family residential housing units constructed under this Agreement, the Owner shall notify the City's Department of Community Development in writing within 30 days prior to such change in use. The Owner shall notify Clark County upon conversion to a non-residential use.

12. The Owner agrees to notify the City within 15 days prior to any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement. The new owner shall sign and provide to the City an acknowledgment of continuing compliance with the terms of this Agreement.

13. For purposes of this agreement, "Owner" shall mean the Owners Association of a condominium complex in the event that such association is established which shall be responsible for all reporting requirements required herein on behalf of the owners of individual condominium units.

14. Subject to the provisions of CMC 3.86.040L, the City, in its sole discretion, reserves the right to cancel the **Final Certificate of Tax Exemption** should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement.

15. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or CMC Chapter 3.86.

17. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

18. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Clark County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Clark County at any time during the exemption period.

19. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF CAMAS

Property Owners:

By:

\_\_\_\_\_  
Steve Hogan, Mayor

\_\_\_\_\_

\_\_\_\_\_  
Robert Maul, Interim Director  
Dept. of Community Development

Approved as to Form:

\_\_\_\_\_  
Shawn MacPherson, City Attorney

Multifamily Tax Exemption – Application

Residential Target Area: Downtown District

**Applicant Information**

Applicant/Contact: David Copenhaver Phone: 360.907.0062

Address: 610 Esther St, Ste 202 david@cascadiadevelopmentpartners.com

*Street Address* *E-mail Address*

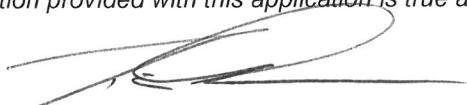
Vancouver WA 98660

*City* *State* *ZIP Code*

Owner's Name: Hudson East Living, LLC Phone: 360.907.0062

E mail Address: david@cascadiadevelopmentpartners.com

- I authorize the applicant to make this application.
- I grant permission for city staff to conduct site inspections of the property.
- I acknowledge that there is potential tax liability when the project ceases to be eligible for multifamily tax exemptions per CMC Chapter 3.86.
- I affirm that the information provided with this application is true and accurate.

Property Owner Signature:  Date: 5/5/22

**Property Information**

Property Address: 404 NE 6TH AVE 79150-000

*Street Address* *County Assessor # / Parcel #*

New Construction or  Rehabilitation;  
 If rehabilitation, has building been vacant more than 12 months?  Yes  No

**Description of Project**

**Include the following with application:**  Site plan;  Floor plans;  Elevation plans;  
 Pedestrian circulation (from site to 4<sup>th</sup> or 6<sup>th</sup> Avenues, as applicable);  
 Detailed project budget and financing plan; and  Detailed operating projection

- Gross Floor Area: 72,877 GSF
- Number of Residential Units (min. of four): 56
- Number of stories: 4 stories, plus sub-grade parking
- Height of building: 51 ft.
- Number of units for rent: 56  
(For specified number of units, the lease period must exceed 30 days.)
- Number of condominium or owner-occupied units: 0
- Will any units qualify as affordable to low or moderate income households?  Yes  No  
 If yes, please describe: Like other affordable programs we have done in Clark County in recent years, we plan to make 20% of our units affordable at 115% Median Income. In these other affordable programs we have participated in, this has resulted in a 12 year tax abatement on all improvements.
- Size of outdoor common area (if more than six units):  
 Approx. 740 SF
- Number of off-street parking spaces: 35  
 Submittal must demonstrate that existing street parking will not be reduced in number or will be offset by an equal or better number of parking spaces made available for public parking.

# CITY OF CAMAS TAX EXEMPTION NARRATIVE

## HUDSON EAST

A MIXED USE DEVELOPMENT

Applicant and Developer:

Hudson East Living, LLC  
C/O Cascadia Development Partners, LLC  
610 Esther Street, Suite 202  
Vancouver, WA 98660  
David Copenhaver  
David@CascadiaDevelopmentPartners.com

Legal Counsel:

Steve Morasch  
Landerholm, PS  
805 Broadway Street, Suite 1000  
Vancouver, WA 98660  
Steve@Landerholm.com





**Tax Exemption Narrative For  
Hudson East  
A Mixed-Use Development**

**May 5, 2022**

**BACKGROUND**

Hudson East is a proposed mixed-use development in downtown Camas. The Applicant's proposal includes plans to redevelop a half city block with 56 above grade apartment units, subgrade parking accessible via Cedar Street, and retail spaces on the three surrounding streets. The roof deck and eco-roof area located atop the parking garage, as created by a building recessed area, is designed to bring natural light to levels 2 through 4 which will provide an outdoor space for the residents to enjoy. The project will include landscaping, lighting, utilities, and pedestrian amenities such as wide sidewalks, bike racks and outdoor seating areas. The proposed building includes a variety of architectural features, such as varied color and material palates, large canopy projections on the ground floor, a variety of balconies, and articulated roof lines.

**PROJECT LOCATION**

The project site is located at 404 NE 6th Avenue on Clark County parcel ID 79150-000. It is owned by Hudson East Living, LLC and totals .46 acres/20,000 square feet. The site is bounded by NE Cedar Street (West), NE 6th Avenue (North), NE Dallas St. (East), with existing commercial properties to the south. The property is located in the NW ¼ of Sec. 11, T1N, R3E.

The surrounding properties are a diverse blend of commercial, retail and residential uses. Adjacent uses include the following:

- North – Brester Dentistry, Camas Acupuncture and a Duplex
- South – Camas Bike and Sport, Camas Auto & Exhaust
- East – Union Hall facilities and associated parking lot
- West – Squeeze & Grind, Naturally Healthy Pet Store

**PREVIOUS USE**

GeoDesign/NV5 conducted a detailed background analysis as part of their environmental report. Based on their findings and review of historical sources, the project site was developed for religious institutional use by 1912 when the First Christian Church was constructed on the



southwest portion of the project site. In the late 1950’s the education and administrative building was constructed, which is used for Sunday School and other church-related events.

The site consists of two buildings and an associated parking lot. The church is a three-story, wood-frame structure that encompasses approximately 7,113 square feet. The church was constructed by 1912. The education building is a brick structure that was constructed between 1956 and 1957 and encompasses approximately 4,606 square feet.

**REQUEST**

The Applicant is proposing a tax exemption for 56 residential units. The tax exemption request applies only to the residential units which are designated for non-owner-occupied apartments. The table below summarizes the project’s basic elements and overall proposal.

Table 1: Use Breakdown Table

Floor	Commercial Retail Service	Parking	Units Per Floor	Studio	1 Bedroom	2 Bedroom
Underground		35 spaces	-	-	-	-
Ground Level Floor	4,458 SF – Retail	17 spaces on street		-	-	-
Ground Level Mezzanine	-	-	5	1	2	2
2 <sup>nd</sup> Floor	-	-	17 units	2	11	4
3 <sup>rd</sup> Floor	-	-	17 units	2	11	4
4 <sup>th</sup> Floor	-	-	17 units	2	11	4
<b>TOTAL:</b>	<b>4,458 SF</b>	<b>52 total</b>	<b>56 units</b>	<b>7 Studios</b>	<b>35 One bedroom</b>	<b>14 Two bedrooms</b>



### **TAX ABATEMENT CRITERIA**

The City's Tax Abatement regulations are provided for in CMC 3.86. CMC 3.86.030 and 3.86.050 establishes the criteria and project eligibility necessary to receive the tax abatement. CMC 3.86.040 provides:

*D. Project Eligibility. A proposed project must meet the following requirements for consideration for a property tax exemption:*

*1. Location. The project must be located within a residential target area, as designated in [Section 3.86.030](#).*

**The property is located within the Downtown District, which is the one of the target areas identified under 3.86.030 which further the following goals:**

- **Encourage increased residential opportunities within the target area**
- **Stimulate the construction of new multifamily housing**

*2. Tenant Displacement Prohibited. Property proposed to be rehabilitated must be vacant at least twelve months before submitting an application and fail to comply with one or more standards of the applicable city adopted state or local building or housing codes.*

**This section does not apply as the Applicant is not seeking to rehabilitate the property and there are no existing residential tenants. The proposal is for demolition of the existing non-residential buildings and construction of a new mixed-use building.**

*3. Size. The project must include at least four units of multifamily housing within a residential structure or as part of a mixed-use development. A minimum of four new units must be constructed or at least four additional multifamily units must be added to existing occupied multifamily housing. Existing multifamily housing that has been vacant for twelve months or more does not have to provide additional units so long as the project provides at least four units of new, converted, or rehabilitated multifamily housing. More specific sizing requirements may be established for each residential target area.*

**The project exceeds the size requirements as it proposes 56 residential units and is also part of a mixed-use building.**

*4. Permanent Residential Housing. At least fifty percent of the space designated for multifamily housing must be provided for permanent residential occupancy, as defined in [Section 3.86.020](#).*

**100% of the project seeking tax abatement contains permanent residential housing. The only portion of the project not seeking tax abatement is the 4,558 sq ft of**

commercial space located on the first floor.

*5. Proposed Completion Date. New construction multifamily housing and rehabilitation improvements must be scheduled to be completed within three years from the date of approval of the application.*

**The Applicant will meet the requirements of the completion date noted above. The current schedule shows a 12 month construction period, date to commence has not yet been determined.**

*6. Compliance with Guidelines and Standards. The project must be designed to comply with the city's comprehensive plan, building, housing, and zoning codes and any other applicable regulations in effect at the time the application is approved. Rehabilitation and conversion improvements must comply with all applicable housing codes. New construction must comply with the uniform building code. The project must also comply with any other standards and guidelines adopted by the city council for the residential target area in which the project will be developed.*

**The project is being designed to comply with all applicable regulations. In order to achieve occupancy, the project will have to receive Site Plan approval, Design Review approval, Engineering approval of its civil plans and building permit approval. To obtain these approvals from the City of Camas, the project applicant will have to demonstrate compliance with not only the provisions referenced in VMC 3.86.040, but also all other applicable regulations.**

*7. Owner Occupancy. Projects within a residential target area that are developed for owner-occupancy shall include an agreement or other guarantee acceptable to the director ensuring that some or all of the units within the project are used for purposes of owner-occupancy.*

**The Applicant is not pursuing any owner-occupied units, so this standard is inapplicable.**

*8. Affordability. To be eligible for twelve-year tax abatements under this chapter, applicants must commit to renting or selling at least twenty percent of units as affordable housing to low and moderate income households as defined herein. Projects intended exclusively for owner occupancy may meet this standard through housing affordable to moderate-income households.*

**The Applicant is pursuing the eight-year tax exemption option for market-rate units and there are no owner occupied units, so this standard is inapplicable.**



### **3.86.050 Downtown district: standards and guidelines.**

*In approving a tax exemption under CMC 3.86.040 and in addition to compliance with the requirements of the underlying zone and design and developments standards under Title 17 and Title 18 of the Camas Municipal Code, the following standards and guidelines shall be applicable within the downtown district, unless the city determines that the proposal would better meet the intent of the exemption under CMC 3.86.040A:*

#### **A. Standards.**

1. *Size. The project must include at least four new or additional units of multifamily housing located on the second floor or higher in a mixed use building in which the ground floor is dedicated in whole to commercial uses. The building shall include no ground floor residential units.*

The project meets this requirement as the ground floor contains 4,458 SF of retail space fronting 6<sup>th</sup> Avenue that wraps south along the eastern and western frontages, joined to the walls containing the proposed parking garage. Residential units are not abutting any street frontage at street grade. The lobby entrance for the apartments is centrally located in the middle of the building off 6<sup>th</sup> Ave., nestled between the retail spaces.

2. *Parking. All multifamily units regardless of the underlying zone shall include off-street parking and as provided in CMC 18.11.130 or alternately as otherwise specified through a development agreement.*

The parking garage is located on the south half of the project with a single vehicular entrance on Cedar Street. In the parking garage, 35 spaces are proposed.

Parking regulations are met by the Applicant utilizing the provisions of CMC 18.11.040.B which states that second stories require 50% of the required parking and additional stories require 25%. The table below breaks down each floor and identifies the reductions allowed outright per CMC 18.11.040.B to meet City of Camas standards.

Table 2: Parking reduction allowed per CMC 18.11.040.B Parking Reduction

Floor	Units Per Floor	Studio	1 Bedroom	2 Bedroom	CMC 18.11.040.B Parking Reduction
Ground Level Floor	0	0	0	0	Retail 4,458 total Retail A=1,508 SF: 1 space per 250 sf = 6 spaces Retail B & C=2,960 SF: 1 space per 300 sf = 10 spaces (No reduction in parking allowed on 1 <sup>st</sup> floor)
Ground Level Mezzanine	5	1 (1 space)	2 (3 spaces)	2 (4 spaces)	8 stalls required based on unit type (No reduction in parking allowed on 1.5 (mezzanine) floor)
2nd Floor	17 units	2 (2 spaces)	11 (16.5 spaces)	4(8 spaces)	26.5 stalls required based on unit type 50% reduction on 2nd floor (50% x 26.5 = 13.25 spaces required)
3rd Floor	17 units	2 (2 spaces)	11 (16.5 spaces)	4 (8 spaces)	53 stalls required based on unit type 75% reduction allowed on 3rd & 4th (25% x 53 =13.25 spaces required)
4th Floor	17 units	2 (2 spaces)	11 (16.5 spaces)	4 (8 spaces)	See above for description
<b>SUMMARY</b>	<b>56 units</b>	<b>7 - Studios</b>	<b>35 - one bedroom units</b>	<b>14 - two bedroom units</b>	<b>35 spaces required for Residential 16 spaces required for Retail 51 Parking Spaces Required</b>

CMC 18.11.010 allows the Applicant to apply on-street parking adjacent to the property toward the minimum parking space requirements of the development. The subject property's western, northern, and eastern frontages are currently flanked by parallel and angled on-street parking. Following construction of the proposed driveway and required landscaping areas, the Applicant is proposing to utilize the 17 parking spaces adjacent to the development: 5 to the west along Cedar Street, 8 to the north along 6th Avenue, and 4 to the east along Dallas Street. (note – there are 4 existing stalls on Cedar Street. The Applicant believes that with restriping, an additional parallel stall can be added. Please see the site plan for details.)

Table 3: Parking Provided

Perimeter Parking Spaces	Standard Onsite Parking Spaces	Parking Provided
17 spaces	35 spaces	52 spaces

3. *Building Height. Maximum of forty-five feet and three stories.*

The height of the building is proposed to be 51 feet, which will slightly exceed 45 feet but complies with the underlying zoning. The building is proposed to be four stories over a partial basement, which also complies with the underlying zoning. The additional height would better meet the intent of the exemption under CMC 3.86.040.A as discussed below:

3.86.040 - *Tax exemptions for multifamily housing in residential target areas.*

A. *Intent.* Limited eight- or twelve-year exemption from ad valorem property taxation for multifamily housing in urban centers are intended to:

1. *Encourage increased residential opportunities within urban centers designated by the city council as residential target areas;*

The proposed site is within an urban center designated by city council as a residential target area, and a slightly increased height from 45 feet to 51 feet will encourage increased residential opportunities by allowing for an additional floor of multifamily residential uses in the building. The project would not be economically feasible without this additional floor of residential uses. Approval of the increased height meets the intent under this standard because it will provide increased residential opportunities in an urban center designated as a targeted residential area.

2. *Stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multifamily housing in residential target areas to increase and improve housing opportunities;*

The proposed project is new construction that will increase and improve housing opportunities in a residential target area, and the additional height and floor of residential uses are needed to make the project economically feasible. Since the additional height is entirely devoted to residential uses, the increased height better meets the intent of increasing and improving residential opportunities under this section.



3. *Assist in directing future population growth to designated urban centers, thereby reducing development pressure on single-family residential neighborhoods;*

**Allowing the increased height and allowing one additional floor of residential uses will assist in directing future population growth to this new multifamily residential project located in downtown Camas in a residential target area.**

4. *Achieve development densities which are more conducive to transit use in designated urban centers;*

**Higher densities are more conducive to transit use in designated urban centers. The slight additional height and one additional floor of residential uses will allow higher densities in an urban center that will be more conducive to transit use.**

5. *Encourage new construction or rehabilitation of owner-occupied multifamily housing where identified as desirable; and*

**This project is not owner occupied, but additional height and an additional floor of multifamily residential uses will not have any adverse effect on other projects that may provide owner occupied housing.**

6. *Encourage affordable housing.*

**The project is not a designated “affordable housing” project but increasing the supply of housing in the downtown area will help decrease market pressure on rental rates, and the additional height and one additional floor of residential uses are needed to make the project economically feasible.**

**Based on the above analysis, the proposed increase in height from 45 feet to 51 feet to allow one additional floor of residential uses better meets the overall intent of the exemption under CMC 3.86.040.A.**

4. *Where the project includes six or more multifamily units, an outdoor commons consisting of a minimum two hundred square feet shall be provided and include seating and tables for a minimum twelve people. This requirement may be incorporated into seating or dining areas for commercial uses on the ground floor, through common balconies or rooftop improvements.*

**The Applicant exceeds these provisions by offering a variety of spaces distributed throughout the project. An outdoor deck containing 760 SF is centrally located adjacent to the residential community room which is designed to serve multiple purposes. On a given day, residents could host a barbeque, converse by the fire, or relax under the café lights on the deck.**

The retail façade along 6th will provide full height glazing to activate the building, the downtown core and will provide places to sit, dine and relax, inside the retail space and on the sidewalk.

As demonstrated above, seating opportunities will be provided throughout the building in the following forms: deck, community room, lobby, retail spaces and along the street front.

*B. Guidelines.*

1. *Connectivity. The project must demonstrate that pedestrian circulation from the project site to Northeast Fourth Avenue within the district is enhanced or improved.*

The Project provides for an expanded pedestrian space on all street frontages along with sidewalk and landscaping. Consistent with downtown Camas's pedestrian-friendly streets and merchants, the Applicant is proposing to continue the enhanced walkability by providing pedestrian circulation comprised of these wide walkways that connect the site to the existing street network. This circulation system will encourage people to walk, ride a bicycle, or use transit.

2. *Parking. Demonstration that existing street parking will not be reduced in number or will be offset by an equal or better number of parking spaces made available for public parking.*

The Applicant will restripe the on-street parking adjacent to the site to maintain or exceed the quantity of public parking spaces available as of the time of this application.

### CONCLUSION

Hudson East provides a development that complements and blends with the eclectic nature of the downtown Camas area while adding new housing opportunities to the growing City. The project redevelops an underutilized site with uses and scale appropriate for the area. The pedestrian-friendly nature of the site will allow residents and nearby existing uses and users, to be functionally integrated with the surrounding area.

The multi-family property tax exemption program is designed to provide incentives for new, private, multi-family developments in targeted areas in the City of Camas, specifically downtown. This program is a primary tool to encourage re-establishment of a residential presence to the downtown core, which has been recognized as a foundational element of the revitalization of downtown. This project, like many others, would likely not occur without the requested tax exemption.



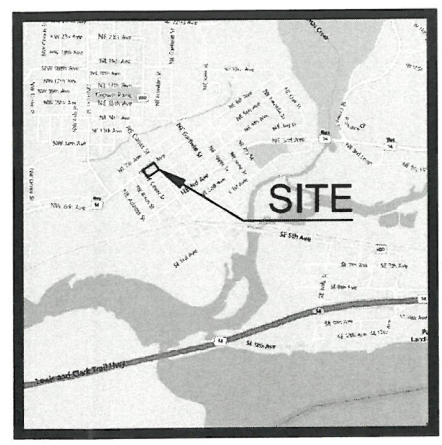
Hudson East Apartments  
COST/INCOME PROFORMA

5/5/2022

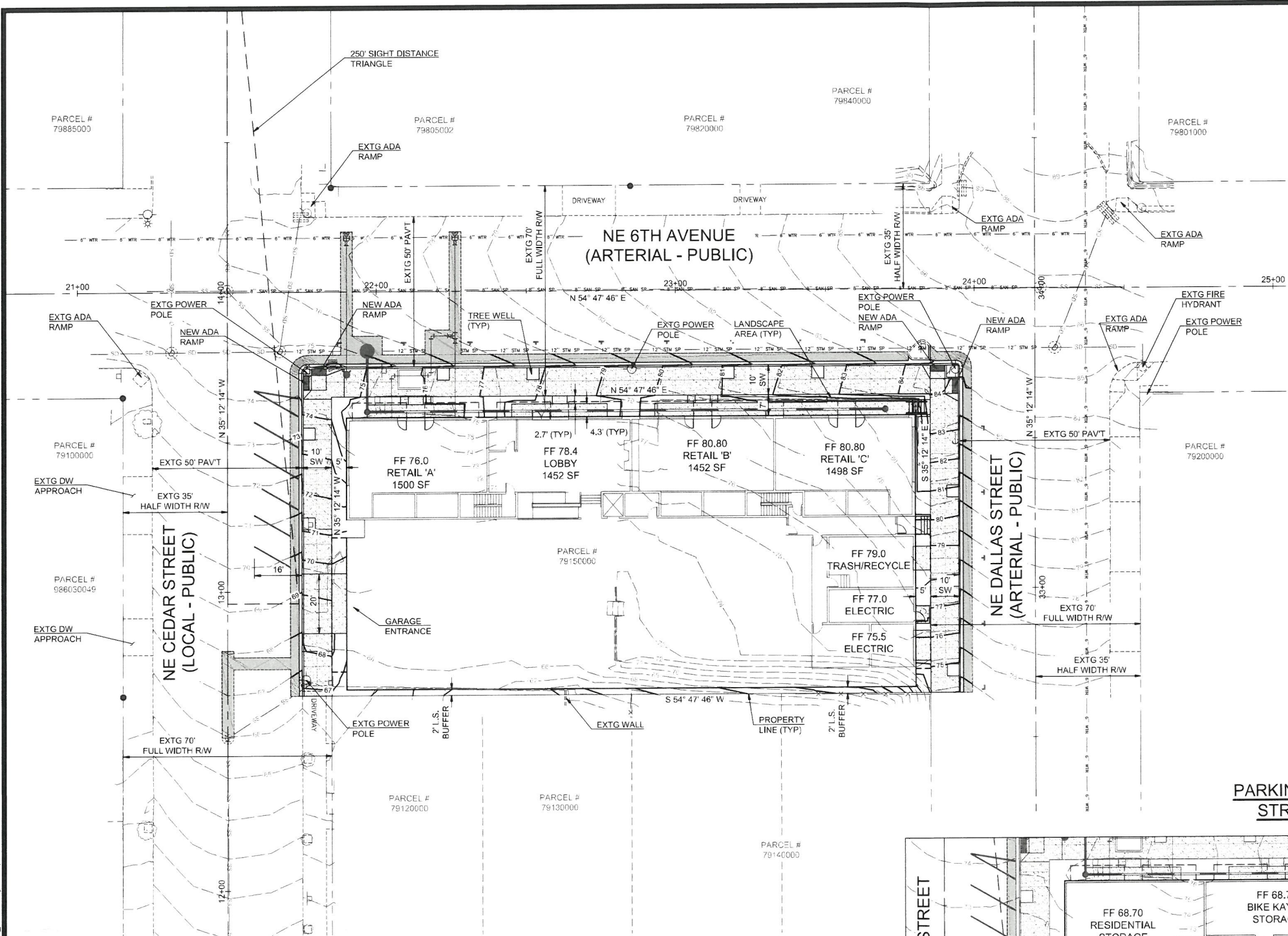
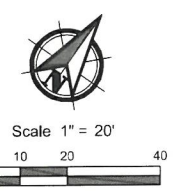
PROJECT COSTS		REVENUE				
		Avg Unit Area	Quantity	Monthly	Annual	p/sf
<b>RENT</b>						
1st floor (retail)						
retail 1	20,000 sf	1,508 sf	1	\$3,267 p/mth	\$39,208	\$26.00
retail 2	20,000 sf	1,452 sf	1	\$2,904 p/mth	\$34,848	\$24.00
retail 3		1,508 sf	1	\$3,267 p/mth	\$39,208	\$26.00
<b>1st floor (residential)</b>						
studio	72,877 sf	483 sf	1	\$1,129 p/mth	\$13,548	\$2.34
1 bdrm/1 bth		715 sf	2	\$1,729 p/mth	\$41,496	\$2.42
2 bdrm/2 bth		836 sf	2	\$2,069 p/mth	\$50,136	\$2.50
<b>2nd floor</b>						
studio		535 sf	2	\$1,289 p/mth	\$31,176	\$2.43
1 bdrm/1 bth		715 sf	11	\$1,759 p/mth	\$232,188	\$2.46
2 bdrm/2 bth		950 sf	4	\$2,179 p/mth	\$104,592	\$2.29
<b>3rd floor</b>						
studio		535 sf	2	\$1,329 p/mth	\$31,896	\$2.48
1 bdrm/1 bth		715 sf	11	\$1,779 p/mth	\$234,828	\$2.49
2 bdrm/2 bth		950 sf	4	\$2,199 p/mth	\$105,552	\$2.31
<b>4th floor</b>						
studio		535 sf	2	\$1,449 p/mth	\$34,776	
1 bdrm/1 bth		715 sf	11	\$1,789 p/mth	\$237,468	
2 bdrm/2 bth		950 sf	4	\$2,259 p/mth	\$108,432	
secure parking			29	\$100 p/mth	\$34,800	
ev charging			6	\$125 p/mth	\$9,000	
storage			12	\$50 p/mth	\$7,200	
bike			30	\$0.00 p/mth	\$0	
utility (rubs)			41	\$75 p/mth	\$36,900	
studio/1 bdrm			14	\$125 p/mth	\$21,000	
2 bdrm			56	\$7.00 per/sf	\$31,276	
retail NNN reimbursement				\$26,420 /unit	\$1,479,528	
<b>TOTAL</b>						
<b>GROSS INCOME</b>		<b>\$1,479,528</b>				
EXPENSES (stabilized - 1st year)						
multifamily				\$7,500 p/unit	(\$420,000)	
retail NNN				\$7.00 p/sf	(\$31,276)	
<b>TOTAL EXPENSES</b>					<b>(\$451,276)</b>	30.50%
vacancy			5.0 %	\$1,321 p/unit	(\$73,976)	
<b>NET OPERATING INCOME (NOI)</b>		<b>\$954,276</b>				
<b>SOURCE OF FUNDS</b>						
construction				To Cost		
lender				65.5%	11,100,000	
equity				34.5%	5,850,000	
total development costs				100.0%	<b>\$16,950,000</b>	
<b>CASH FLOW</b>						
net operating income				DSC	954,276	
debt service (30 year amort. @ 5%)				1.26	(756,295)	
cash flow					197,981	
<b>YIELD</b>						
w/o mife					5.63%	
w mife					6.22%	



PBS Engineering and Environmental Inc.  
 14000 NE 10th Ave, Suite 601  
 Vancouver, WA 98660  
 360.695.3488  
 pbsusa.com



VICINITY MAP  
NOT TO SCALE

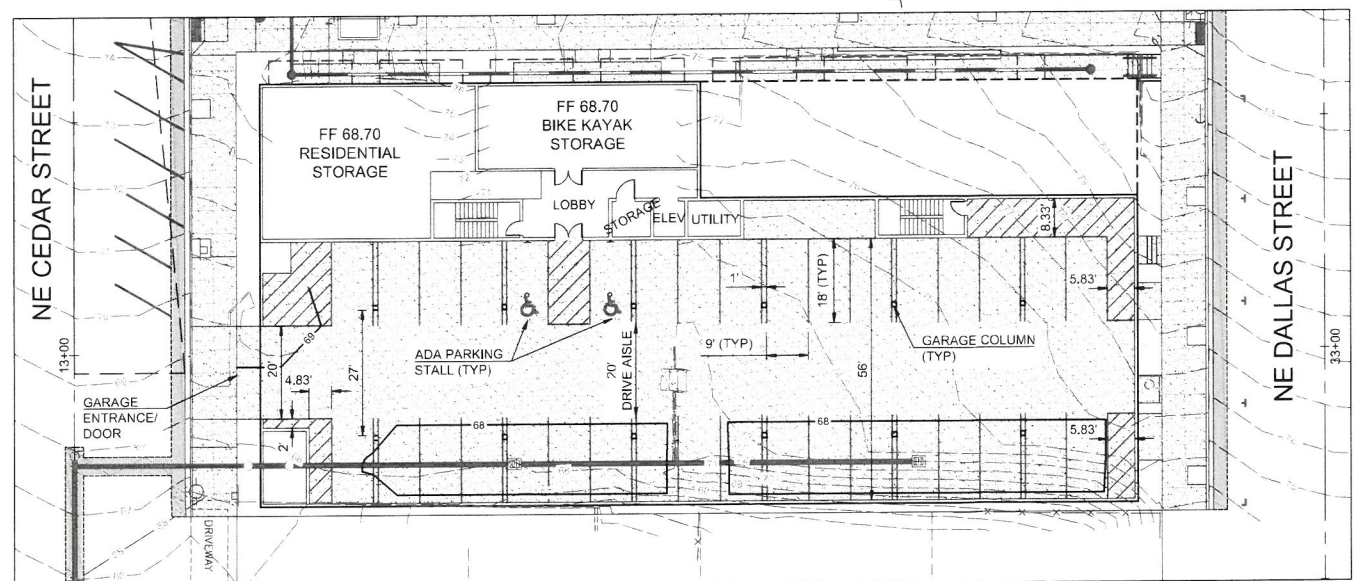


PROJECT DESCRIPTION:

THIS PROJECT IS FOR THE DEVELOPMENT OF HUDSON EAST, AN APARTMENT COMPLEX AT 404 NE 6TH AVENUE (PARCEL # 79150000), LOCATED IN CAMAS, WA. THIS PROPERTY CONSISTS OF APPROXIMATELY 20,000 SF (0.46 AC) OF LAND AREA. TWO EXISTING BUILDINGS, AND A GRAVEL PARKING AREA. THE SITE IS TO BE RE-DEVELOPED AS A MIXED-USE BUILDING WITH A COMMERCIAL COMPONENT AND AN APARTMENT COMPLEX. THE BUILDING WILL BE 4-FLOORS WITH ONE LEVEL OF PARKING UNDER THE BUILDING. THE PROJECT WILL PROVIDE AN INGRESS / EGRESS DRIVEWAY FOR THE UNDERGROUND PARKING GARAGE OFF CEDAR, STREET LEVEL ENTRY INTO THE BUILDING ALONG THE WEST, AND EAST SIDES OF THE SITE, AND ASSOCIATED UTILITIES.

	EXISTING		PROPOSED	
	AREA (SF)	AREA (AC)	AREA (SF)	AREA (AC)
PERVIOUS	8301	0.19	1782	0.04
IMPERVIOUS	11703	0.27	18222	0.42
TOTAL	20004	0.46	20004	0.46

PARKING - GARAGE STREET PLAN



PRELIMINARY  
SUBJECT TO AGENCY REVIEW  
NOT FOR CONSTRUCTION

SITE INFORMATION:

PARCEL SERIAL #S: 79150000  
 PARCEL SIZE: 20,000 SF / 0.46 AC  
 SITE IMPROVEMENTS: NEW BUILDING, PARKING LOT, UTILITIES LANDSCAPING, STORMWATER FACILITIES AND PUBLIC SIDEWALK IMPROVEMENTS.  
 ZONING: DOWNTOWN COMMERCIAL (DC)  
 COMP PLAN DESIGNATION: COMMERCIAL (COM)  
 NEIGHBORHOOD: N/A  
 SCHOOL DISTRICT: CAMAS  
 SEWER DISTRICT: CAMAS  
 WATER DISTRICT: CAMAS  
 SOIL TYPE(S): OIE (OLYMPIC CLAY LOAM), 60% OF PARCEL  
 HYDRIC SOILS: FN (FILL LAND), 40% OF PARCEL  
 SLOPE(S): NON-HYDRIC, VERY LOW LIQUEFACTION SUSCEPTIBILITY  
 LANDSLIDE HAZARDS: 5-10% ON 40% OF PARCEL, 10-15% ON 60% OF PARCEL  
 FLOOD HAZARD AREA: NO MAPPING INDICATORS  
 PRIORITY SPECIES: NO MAPPING INDICATORS  
 PRIORITY HABITAT: NO MAPPING INDICATORS  
 ARCHAEOLOGICAL PREDICTIVE: HIGH, 5% OF PARCEL  
 ARCHAEOLOGICAL SITE BUFFERS: MODERATE-HIGH, 95% OF PARCEL

ZONE: DC (DOWNTOWN COMMERCIAL)  
 LOT AREA: 20,000 SF  
 STORIES: 4 + BASEMENT GARAGE  
 PROGRAM  
 STUDIOS: (7) 530 - 575 SF  
 1-BED: (35) 650 - 720 SF  
 2-BED: (14) 910 - 920 SF  
 TOTAL UNITS: (56) 39,490 SF  
 RETAIL: 4,458 SF  
 BASEMENT: 14,923 SF  
 GROSS AREA: 73,054 GSF  
 - BASEMENT: 58,131 SF  
 TENANT AREA: 43,948 SF  
 EFFICIENCY: 75.6%  
 PARKING  
 FIRST FLOOR: RETAIL = 18 PS, (1) STUDIO, (3) 1-BEDS = 5 PS (100%)  
 SECOND FLOOR: (2) STUDIOS, (11) 1-BED, (4) 2-BED = 13 PS (50%)  
 THIRD FLOOR: (2) STUDIOS, (11) 1-BED, (4) 2-BED = 7 PS (25%)  
 FOURTH FLOOR: (2) STUDIOS, (11) 1-BED, (4) 2-BED = 7 PS (25%)  
 REQUIRED: 50 SPACES  
 PROVIDED: 51 SPACES (35 ON-SITE, 16 ON-STREET)

SITE PLAN FOR:

HUDSON EAST  
A SITE LOCATED IN THE CITY OF CAMAS, WASHINGTON



PRELIMINARY

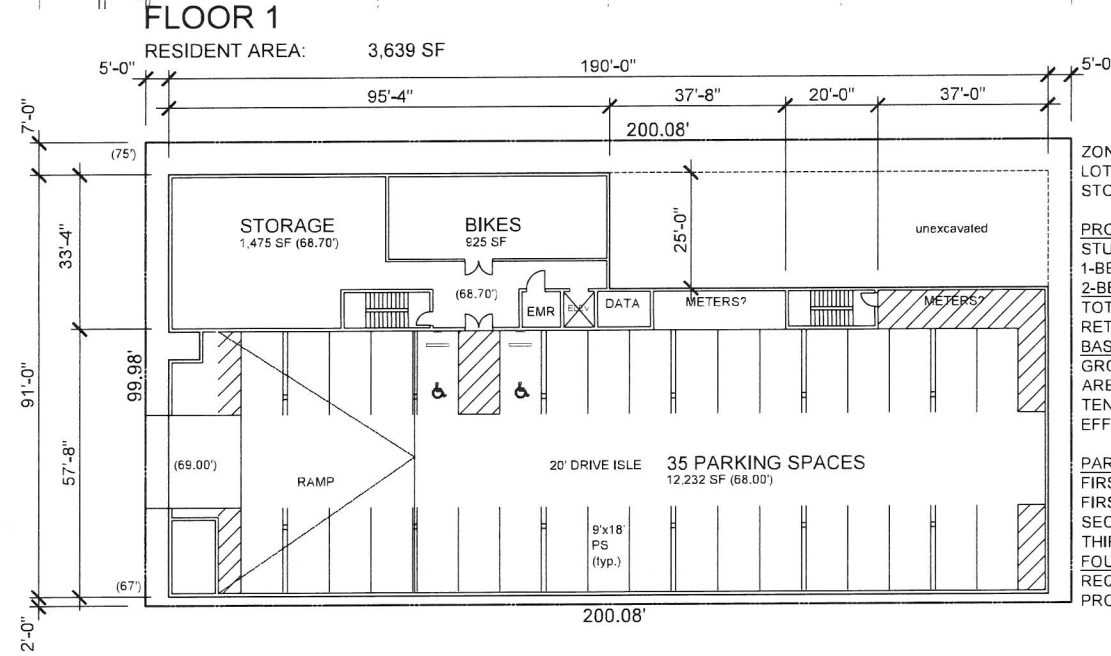
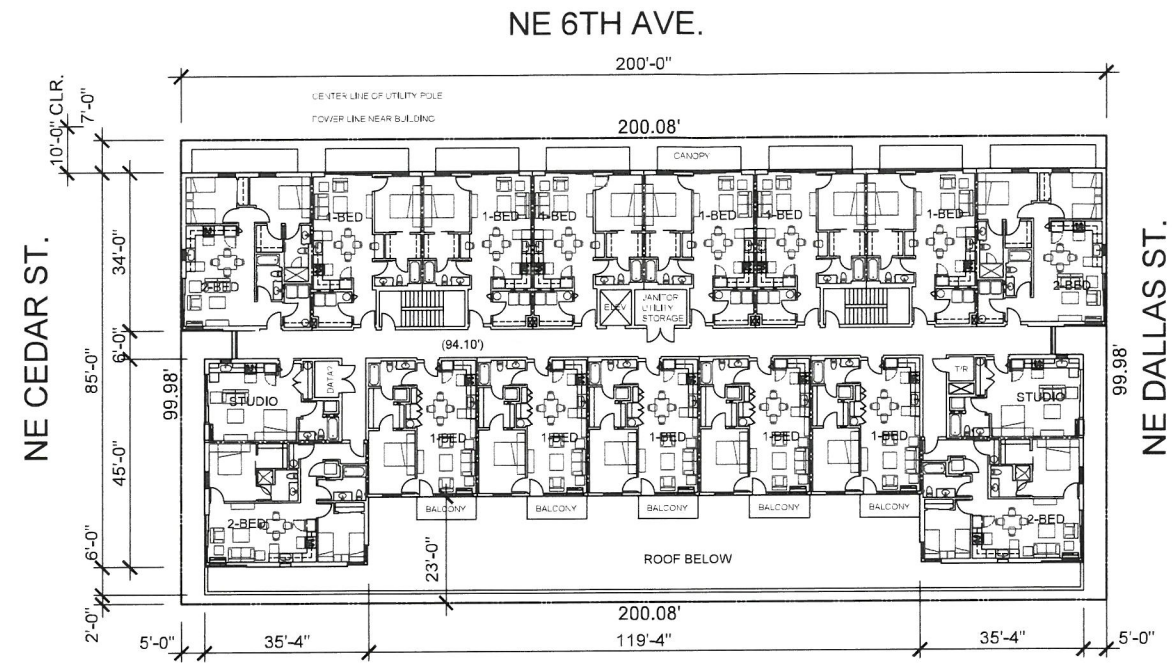
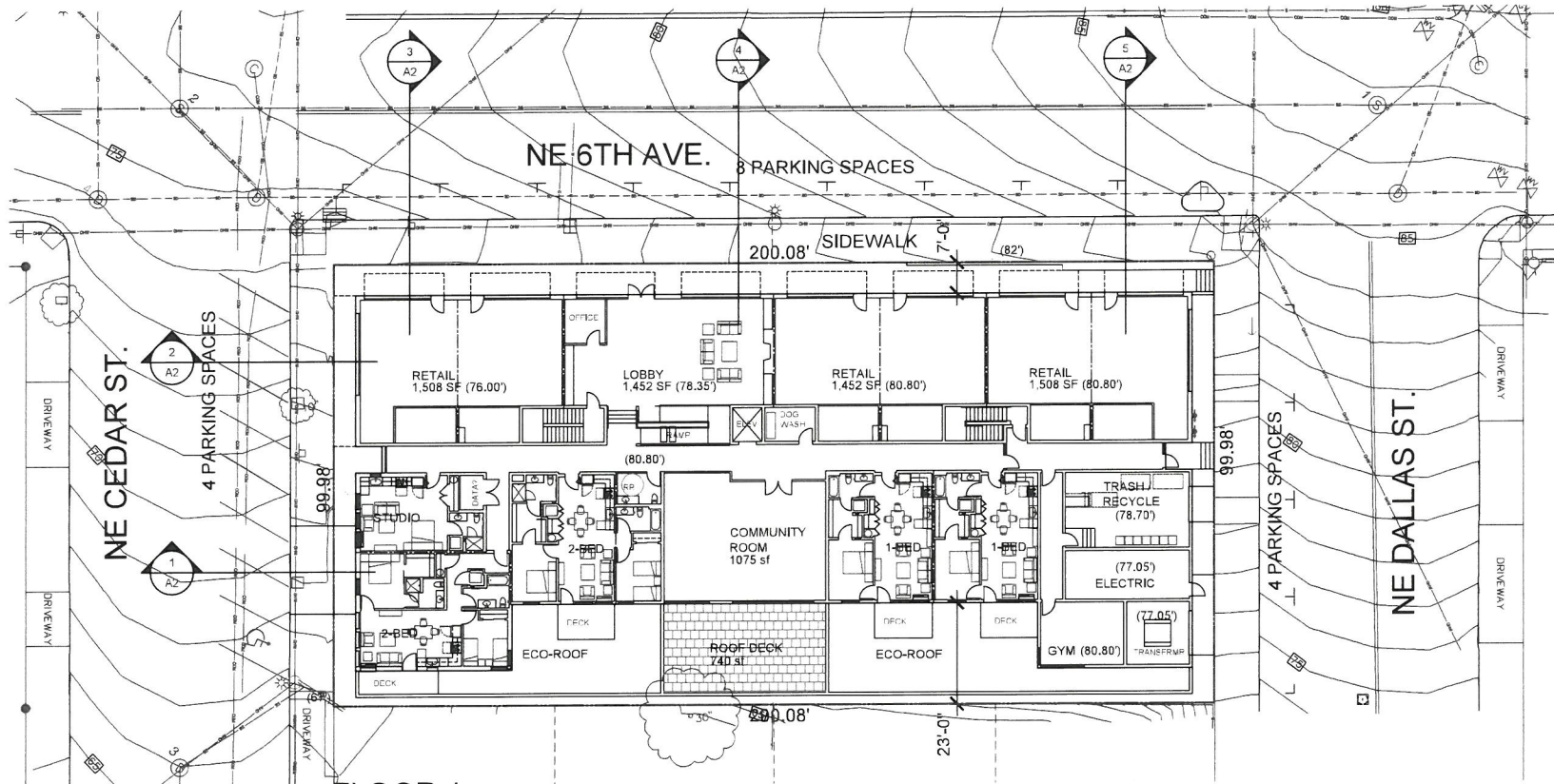
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 CHECKED: JBA  
 OCT 2021  
 71710.001

SHEET ID  
**SP001**  
 SHEET 4 OF 23

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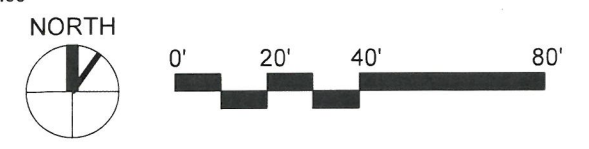
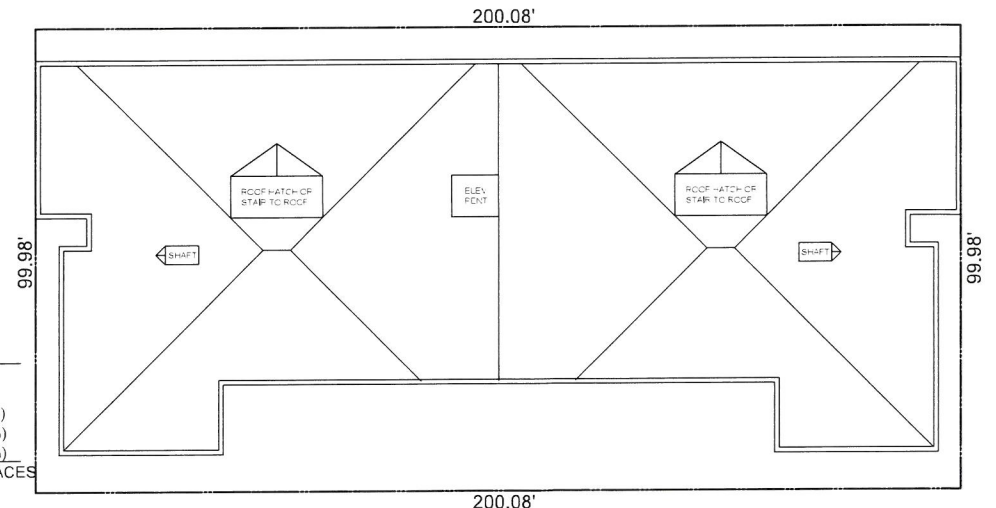
ZONE: DC (DOWNTOWN COMMERCIAL)  
 LOT AREA: 20,000 SF  
 STORIES: 4 + BASEMENT

PROGRAM

STUDIOS:	(7)	526 - 544 SF	11%
1-BED:	(35)	620 - 730 SF	66%
2-BED:	(14)	839 - 968 SF	23%
TOTAL UNITS:	(56)	41,421 SF	
RETAIL:		4,468 SF	
BASEMENT:		14,923 SF	
GROSS AREA:		72,877 GSF	
AREA (1-4):		57,954 SF	
TENANT AREA:		45,889 SF	
EFFICIENCY:		79.18%	

PARKING

FIRST FLOOR:	RETAIL (1/250 SF)	17.87 PS
FIRST FLOOR:	(1) STUDIO, (2) 1-BED, (2) 2-BED	8 PS (100%)
SECOND FLOOR:	(2) STUDIOS, (11) 1-BED, (4) 2-BED	13.25 PS (50%)
THIRD FLOOR:	(2) STUDIOS, (11) 1-BED, (4) 2-BED	6.625 PS (25%)
FOURTH FLOOR:	(2) STUDIOS, (11) 1-BED, (4) 2-BED	6.625 PS (25%)
REQUIRED:		52.37 (52) SPACES
PROVIDED:		51 SPACES



REVISION: -	DRAWING: HOUSING OVER COMMERCIAL FLOOR PLANS	PAGE NO. A1
DATE: 1/18/2022	PROJECT: HUDSON EAST APARTMENTS CAMAS, WASHINGTON	BASE SHEET:





NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



Hudson East Apartments

404 NE 6th Avenue  
Camas, WA 98607  
10.15.21 | Project # 21012

SW ELEVATION



## Chapter 3.86 - MULTIFAMILY HOUSING TAX EXEMPTION

## 3.86.010 - Purpose.

It is the purpose of this chapter to encourage new private multi-housing development and redevelopment within designated urban centers to accommodate future population growth, provide places to live close to employment, shopping, entertainment, and transit services and encourage affordable housing where appropriate.

( Ord. No. 2721, § I(Exh. A), 12-15-2014)

## 3.86.020 - Definitions.

"Affordable housing" means monthly residential housing costs, including utilities other than telephone, which does not exceed thirty percent of the household's monthly income.

"Director" means the director of the city's community development department or authorized designee.

"Growth management act" means RCW Chapter 36.70A.

"Household" means a single person, family or unrelated persons living together.

"Low-income household" means a single person, family, or unrelated persons living together whose adjusted income is at or below eighty percent of the median family income adjusted for family size, for the county where the project is located, as reported by the United States Department of Housing and Urban Development. For cities located in high-cost areas, "low-income household" means a household that has an income at or below one hundred percent of the median family income adjusted for family size, for the county where the project is located.

"Moderate-income household" means a single person, family, or unrelated persons living together whose adjusted income is more than eighty percent but is at or below one hundred fifteen percent of the median family income adjusted for family size, for the county where the project is located, as reported by the United States department of housing and urban development. For cities located in high-cost areas, "moderate-income household" means a household that has an income that is more than one hundred percent, but at or below one hundred fifty percent, of the median family income adjusted for family size, for the county where the project is located.

"Multifamily housing" means building(s) having four or more dwelling units designed for permanent residential occupancy resulting from new construction or rehabilitation or conversion of vacant, underutilized, or substandard buildings.

"Owner" means the property owner of record.

"Permanent residential occupancy" means multifamily housing that provides either rental or owner occupancy for a period of at least one month. This excludes hotels and motels that predominately offer rental accommodation on a daily or weekly basis.

"Rehabilitation improvements" means modifications to existing structures that are vacant for twelve months or longer, or modification to existing occupied structures which convert nonresidential space to residential space and/or increase the number of multifamily housing units.

"Residential target area" means an area within an urban center that has been designated by the city council as lacking sufficient, available, desirable, and convenient residential housing to meet the needs of the public.

"Urban center" means a compact identifiable district containing several business establishments, adequate public facilities, and a mixture of uses and activities, where residents may obtain a variety of products and services.

( Ord. No. 2721, § I(Exh. A), 12-15-2014; Ord. No. 21-004, § II(Exh. A), 3-15-2021)

### 3.86.030 - Residential target area designation and standards.

- A. Criteria. Following a public hearing, the city council may, in its sole discretion, designate one or more residential target areas. Each designated target area must meet the following criteria, as determined by the city council:
1. The target area is located within an urban center;
  2. The target area lacks sufficient available, desirable, affordable, and convenient residential housing to meet the needs of the public who would likely live in the urban center if desirable, affordable, attractive, and livable places were available; and
  3. The providing of additional housing opportunity in the target area will assist in achieving the following purposes:
    - a. Encourage increased residential opportunities within the target area, including affordable housing opportunities; or
    - b. Stimulate the construction of new multifamily housing and/or the rehabilitation of existing vacant and under-utilized buildings for multifamily housing; or
    - c. Where appropriate, stimulate the construction, rehabilitation or conversion of existing vacant and underutilized multifamily rental units to owner occupied multifamily housing as such property redevelops.
  4. In designating a residential target area, the city council may also consider other factors, including, but not limited to: whether additional housing in the target area will attract and maintain an increase in the number of permanent residents; whether an increased residential population will help alleviate detrimental conditions in the target area; and whether an increased residential population in the target area will help to achieve the planning goals mandated by the Growth Management Act under RCW 36.70A.020. The city council may, by ordinance, amend or rescind the designation of a residential target area at any time pursuant to the same procedure as set forth in this chapter for original designation.
  5. When designating a residential target area, the city council shall give notice of a hearing to be held on the matter and that notice shall be published once each week for two consecutive weeks, not less than seven days nor more than thirty days before the date of the hearing. The notice must state the time, date, place and purpose of the hearing and generally identify the area proposed to be designated.
- B. Target Area Standards and Guidelines. After designation of a residential target area, the city council shall adopt and implement standards and guidelines for both new construction and rehabilitation, including the application process and procedures and requirements that address demolition of existing structures and site utilization. The decision making process must include findings of compliance with RCW 84.14.060. The city council may also adopt guidelines which include parking, height, density, environmental impact, home

ownership, public benefit features, compatibility with the surrounding property and such other amenities will attract and keep permanent residents and will properly enhance the livability of the residential target area.

The required amenities shall be relative to the size of the proposed project and the tax benefit to be obtained.

C. Designated Target Areas. The "following residential target areas" are designated in the city of Camas:

- 1. Downtown District: Located between Northeast Adams Street and Northeast Garfield Street and between the area southeast of the Mill Ditch and northeast of the Burlington Northern Pacific Railway; together with that area of land located between Northeast Garfield and Northeast Joy and southeast of Northeast 3rd Avenue and northeast of the Washougal River; and, together with that area located between Northeast Division and Northeast Adams and southeast of the Mill Ditch and northeast of Northeast 6th Avenue.
- 2. Northwest 6th Avenue Corridor District: Located between Northwest Ivy Street and Northwest Drake and south of Northwest 7th Avenue and north of Northwest 6th Avenue.
- 3. Northeast 3rd Avenue District: Generally located south of Northeast 3rd Avenue, west of Northeast Sumner and northeast of Northeast 3rd Loop.

( Ord. No. 2721, § I(Exh. A), 12-15-2014)

3.86.040 - Tax exemptions for multifamily housing in residential target areas.

A. Intent. Limited eight- or twelve-year exemption from ad valorem property taxation for multifamily housing in urban centers are intended to:

- 1. Encourage increased residential opportunities within urban centers designated by the city council as residential target areas;
- 2. Stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multifamily housing in residential target areas to increase and improve housing opportunities;
- 3. Assist in directing future population growth to designated urban centers, thereby reducing development pressure on single-family residential neighborhoods;
- 4. Achieve development densities which are more conducive to transit use in designated urban centers;
- 5. Encourage new construction or rehabilitation of owner-occupied multifamily housing where identified as desirable; and
- 6. Encourage affordable housing.

B. Duration of Exemption. The value of improvements qualifying under this chapter will be exempt from ad valorem property taxation for: (1) Eight successive years where all applicable criteria under this chapter except affordability criteria referenced at CMC 3.86.040.D.8 are met, or (2) twelve successive years if all applicable criteria herein including affordability are met. In both cases the duration of exemption shall be measured beginning January 1 of the year immediately following the calendar year after issuance of the final certificate of tax exemption.

C. Limits on Exemption. The exemption does not apply to the value of land or the value of improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and



non-qualifying improvements. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior to submission of the completed application required under this chapter.

- D. **Project Eligibility.** A proposed project must meet the following requirements for consideration for a property tax exemption:
1. **Location.** The project must be located within a residential target area, as designated in Section 3.86.030.
  2. **Tenant Displacement Prohibited.** Property proposed to be rehabilitated must be vacant at least twelve months before submitting an application and fail to comply with one or more standards of the applicable city adopted state or local building or housing codes.
  3. **Size.** The project must include at least four units of multifamily housing within a residential structure or as part of a mixed-use development. A minimum of four new units must be constructed or at least four additional multifamily units must be added to existing occupied multifamily housing. Existing multifamily housing that has been vacant for twelve months or more does not have to provide additional units so long as the project provides at least four units of new, converted, or rehabilitated multifamily housing. More specific sizing requirements may be established for each residential target area.
  4. **Permanent Residential Housing.** At least fifty percent of the space designated for multifamily housing must be provided for permanent residential occupancy, as defined in Section 3.86.020.
  5. **Proposed Completion Date.** New construction multifamily housing and rehabilitation improvements must be scheduled to be completed within three years from the date of approval of the application.
  6. **Compliance with Guidelines and Standards.** The project must be designed to comply with the city's comprehensive plan, building, housing, and zoning codes and any other applicable regulations in effect at the time the application is approved. Rehabilitation and conversion improvements must comply with all applicable housing codes. New construction must comply with the uniform building code. The project must also comply with any other standards and guidelines adopted by the city council for the residential target area in which the project will be developed.
  7. **Owner Occupancy.** Projects within a residential target area that are developed for owner-occupancy shall include an agreement or other guarantee acceptable to the director ensuring that some or all of the units within the project are used for purposes of owner-occupancy.
  8. **Affordability.** To be eligible for twelve-year tax abatements under this chapter, applicants must commit to renting or selling at least twenty percent of units as affordable housing to low and moderate income households as defined herein. Projects intended exclusively for owner occupancy may meet this standard through housing affordable to moderate-income households.
- E. **Application Procedure.** A property owner who wishes to propose a project for a tax exemption shall complete the following procedures:
1. **File with the city's community development department** the required application and the required fees. The initial application fee to the city shall consist of a base fee of three hundred dollars, plus fifty dollars per multifamily unit, up to a maximum total fee to the city of one thousand dollars. An additional one hundred dollar fee to cover the Clark County Assessor's administrative costs shall also be paid to the city. If the city denies the application, the city will retain that portion of the fee attributable to its own administrative costs and refund the balance to the applicant.



2. A complete application shall include:
  - a. A completed city of Camas multifamily limited tax exemption application form setting forth the grounds for the exemption;
  - b. Preliminary floor and site plans of the proposed project demonstrating compliance with the guidelines and standards of this chapter;
  - c. A statement acknowledging the potential tax liability when the project ceases to be eligible under this chapter;
  - d. Verification by oath or affirmation of the information submitted;
  - e. A detailed project budget, financing plan and operating projection; and
  - f. For rehabilitation projects, the applicant shall also submit an affidavit that existing dwelling units have been unoccupied for a period of twelve months prior to filing the application and shall secure from the city verification of property noncompliance with the city's minimum housing code.
  
- F. Application Review and Issuance of Conditional Certificate. The director may certify as eligible an applicant who is determined to comply with the requirements of this chapter. A decision to approve or deny an application shall be made within ninety days of receipt of a complete application.
  1. Approval. If an application is approved, the applicant shall enter into a contract with the city, subject to approval by the city council in a form of a resolution, regarding the terms and conditions of the project. Upon council approval of the contract, the director shall issue a conditional certificate of acceptance of tax exemption. The conditional certificate shall expire three years from the date of approval unless an extension is granted as provided in this chapter.
  2. Denial. If an applicant is denied, the director shall state in writing the reasons for denial and shall send notice to the applicant at the applicant's last known address within ten days of the denial. An applicant may appeal a denial to the city council within thirty days of receipt of notice. On appeal, the director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the director's decision. The city council's decision on appeal will be final.
  
- G. Extension of Conditional Certificate. The conditional certificate may be extended by the director for a period not to exceed twenty-four consecutive months. The applicant must submit a written request stating the grounds for the extension, accompanied by a one hundred dollar processing fee. An extension may be granted if the director determines that:
  1. The anticipated failure to complete construction or rehabilitation within the required time period is due to circumstances beyond the control of the applicant;
  2. The applicant has been acting and could reasonably be expected to continue to act in good faith and with due diligence; and
  3. All the conditions of the original contract between the applicant and the city will be satisfied upon completion of the project.
  
- H. Application for Final Certificate.
  1. Upon completion of the improvements agreed upon in the contract between the applicant and the city and upon issuance of a temporary or permanent certificate of occupancy, the applicant may request a final certificate of tax exemption. The applicant must file with the city's community development

department the following:

- a. A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property;
  - b. A description of the completed work and a statement that the rehabilitation improvements or new construction on the owner's property qualify the property for limited exemption;
  - c. If applicable, a statement that the project meets the affordable housing requirements as described in RCW 84.14.020; and
  - d. A statement that the work was completed within the required three-year period plus any authorized extension.
2. Within thirty days of receipt of all materials required for a final certificate, the director shall determine which specific improvements satisfy the requirements whether the work completed, and the affordability of the units, is consistent with the application and the contract approved by the city and is qualified for a limited tax exemption under this chapter.
- I. Issuance of Final Certificate.
1. Review and Approval. If, after reviewing, the application for final certificate, the director determines that the project has been completed in accordance with the contract between the applicant and the city and has been completed within the authorized time period, the city shall, generally within ten days, file a final certificate of tax exemption with the Clark County Assessor.
  2. Denial. The director shall notify the applicant in writing that a final certificate will not be filed if the director determines that:
    - a. The improvements were not completed within the authorized time period;
    - b. The improvements were not completed in accordance with the owner's application or the contract between the applicant and the city; including if applicable affordable housing requirements; or
    - c. The owner's property is otherwise not qualified under this chapter.
  3. Appeal. Within fourteen days of receipt of the director's denial of a final certificate, the applicant may file an appeal with the city council. On appeal, the director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the director's decision.

The city council's decision on appeal will be final.

- J. Annual Compliance Review. Thirty days after the first anniversary of the date of filing the final certificate of tax exemption and each year thereafter, for the duration of the tax exemption, the owner of the rehabilitated or newly constructed property shall file a notarized declaration with the director that includes the following:
1. A statement identifying the total number of occupied and vacant multifamily units receiving a property tax exemption;
  2. A certification that the property continues to be in compliance with the contract with the city including any provisions related to affordable housing;
  3. A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
  4. The total monthly rent or total sale amount for each unit;

5. For exemptions granted under the affordable housing provisions of this chapter, the income of each Item 15. at the time of initial occupancy and the income of each initial purchaser of owner-occupied units at the time purchase; and
6. For exemptions granted under the affordable housing provisions of this chapter, documentation showing that twenty percent of the units were rented or sold as affordable housing to low or moderate income households.

The property owner must maintain records supporting this declaration and those records and the multifamily units are subject to inspection by the city. Failure to submit the annual declaration or maintain adequate records may result in the tax exemption being canceled.

- K. Annual Report. By December 31 of each year [if] the city has any outstanding limited multifamily tax exemptions, the city shall submit a report to the state providing the information required by RCW 84.14.
- L. Cancellation of Tax Exemption. If the director determines the owner is not complying with the terms of the contract, the tax exemption will be canceled. This cancellation may occur in conjunction with the annual review or at any other time when noncompliance has been determined. If the owner intends to convert the multifamily housing to another use or otherwise discontinues compliance with this chapter, the owner must notify the director and the Clark County Assessor within sixty days of the change in use.
  1. Effect of Cancellation. If a tax exemption is canceled due to a change in use or other noncompliance, the Clark County Assessor may impose an additional tax on the property, together with the interest and penalty, and a priority lien may be placed on the land, pursuant to RCW 84.14.
  2. Notice and Appeal. Upon determining that a tax exemption is to be canceled, the director shall notify the property owner by certified mail. The property owner may appeal the determination by filing a notice of appeal with the city clerk within thirty days, specifying the factual and legal basis for the appeal. The city council will conduct a hearing at which all affected parties may be heard and all competent evidence received. The city council will affirm, modify, or repeal the decision to cancel the exemption based on the evidence received. An aggrieved party may appeal the city council's decision to the Clark County Superior Court.

( Ord. No. 2721, § I(Exh. A), 12-15-2014)

### 3.86.050 - Downtown district: standards and guidelines.

In approving a tax exemption under CMC 3.86.040 and in addition to compliance with the requirements of the underlying zone and design and developments standards under Title 17 and Title 18 of the Camas Municipal Code, the following standards and guidelines shall be applicable within the downtown district, unless the city determines that the proposal would better meet the intent of the exemption under CMC 3.86.040A.

- A. Standards.
  1. Size. The project must include at least four new or additional units of multifamily housing located on the second floor or higher in a mixed use building in which the ground floor is dedicated in whole to commercial uses. The building shall include no ground floor residential units.
  2. Parking. All multifamily units regardless of the underlying zone shall include off-street parking and as provided in CMC 18.11.130 or alternately as otherwise specified through a development agreement

3. Building Height. Maximum of forty-five feet and three stories.
4. Where the project includes six or more multifamily units, an outdoor commons consisting of a minimum two hundred square feet shall be provided and include seating and tables for a minimum twelve people. This requirement may be incorporated into seating or dining areas for commercial uses on the ground floor, through common balconies or rooftop improvements.

B. Guidelines.

1. Connectivity. The project must demonstrate that pedestrian circulation from the project site to Northeast Fourth Avenue within the district is enhanced or improved.
2. Parking. Demonstration that existing street parking will not be reduced in number or will be offset by an equal or better number of parking spaces made available for public parking.

( Ord. No. 2721, § I(Exh. A), 12-15-2014; Ord. No. 22-003, § I, 4-4-2022)

3.86.060 - Northwest 6th Avenue corridor district: standards and guidelines.

In approving a tax exemption under CMC 3.86.040 and in addition to compliance with the requirements of the underlying zone and design and developments standards under Title 17 and Title 18 of the Camas Municipal Code, the following standards and guidelines shall be applicable within the Northwest 6th Avenue district:

A. Standards.

1. Size. The project must include at least four new or additional units of multifamily housing located on the second floor or higher in a mixed use building in which the ground floor is dedicated in whole to commercial uses. The building shall include no ground floor residential units.
2. Parking. All multifamily units regardless of the underlying zone shall include off-street parking and as provided in CMC 18.11.130 or alternately as otherwise specified through a development agreement.
3. Building Height. Maximum of forty-five feet and three stories.
4. Where the project includes six or more multifamily units, an outdoor commons consisting of a minimum two hundred square feet shall be provided and include seating and tables for a minimum twelve people. This requirement may be incorporated into seating or dining areas for commercial uses on the ground floor, through common balconies or rooftop improvements.

B. Guidelines.

1. Connectivity. The project must demonstrate that pedestrian circulation from the project site to Northwest 6th Avenue within the district is enhanced or improved.
2. Parking. Demonstration that existing street parking will not be reduced in number or will be offset by an equal or better number of parking spaces made available for public parking.

( Ord. No. 2721, § I(Exh. A), 12-15-2014)

3.86.070 - Northeast 3rd Avenue district: standards and guidelines.

In approving a tax exemption under CMC 3.86.040 and in addition to compliance with the requirements of the underlying zone and design and developments standards under Title 17 and Title 18 of the Camas Municipal Code, the following standards and guidelines shall be applicable within the Northeast 3rd Avenue District:

## A. Standards.

1. Size. The project must include at least four new or additional units of multifamily housing located on the second floor or higher in a mixed use building in which the ground floor is dedicated in whole to commercial uses. The building shall include no ground floor residential units.
2. Parking. All multifamily units regardless of the underlying zone shall include off-street parking and as provided in CMC 18.11.130 or alternately as otherwise specified through a development agreement.
3. Building Height. Maximum of forty-five feet and three stories.
4. Where the project includes six or more multifamily units, an outdoor commons consisting of a minimum two hundred square feet shall be provided and include seating and tables for a minimum twelve people. This requirement may be incorporated into seating or dining areas for commercial uses on the ground floor, through common balconies or rooftop improvements.

## B. Guidelines.

1. Connectivity. The project must demonstrate that pedestrian circulation from the project site to Northeast Fourth Avenue within the district is enhanced or improved.
2. Parking. Demonstration that existing street parking will not be reduced in number or will be offset by an equal or better number of parking spaces made available for public parking.

( Ord. No. 2721, § I(Exh. A), 12-15-2014)



# Staff Report – Public Hearing for Ordinance

September 6, 2022 Council Regular Meeting

Public Hearing for Ordinance No. 20-014 Unlawful Camping and Storage of Personal Property

Presenter: Shawn MacPherson, City Attorney

Time Estimate: 45 minutes

Phone	Email
360.834.4611	smacpherson@cityofcamas.us

**INTRODUCTION/PURPOSE/SUMMARY:** The Ordinance as proposed was part of a larger discussion relating to individuals experiencing homelessness in our community as initiated by the Mayor and Council several months ago.

This discussion was facilitated by the formation of a Council subcommittee which met on multiple occasions and their input is reflected in the final terms of this Ordinance as well as that of several staff members to ensure a collaborative presentation. The resulting draft was reviewed at the July 18, 2022, and the August 14, 2022 Camas City Council Workshop meetings.

The proposed Ordinance adopts a new Chapter 12.34 of the Camas Municipal Code (CMC) entitled 'Unlawful Camping and Storage of Personal Property on Public Property.' The CMC, under Section 12.32.090, has a general prohibition of camping in any park which will be repealed by this more specific Ordinance.

The Ordinance is intended to comply with applicable Federal Court rulings associated with use of public property. The findings of the Ordinance provide a good overview of the challenges associated with these issues which present competing public interests, sensitivity to those who find themselves experiencing homelessness, and law enforcement limitations given Federal court mandates.

**RECOMMENDATION:** The Subcommittee and City Attorney recommends Council take public testimony, adopt Ordinance No. 22-014 as presented, and publish according to law.

## ORDINANCE NO. 22-014

AN ORDINANCE of the City Council of the City of Camas adding a new Chapter 12.34 of the Camas Municipal Code related to unlawful camping and storage of personal property on public property and repealing Camas Municipal Code Section 12.32.090.

WHEREAS, pursuant to Article XI, Section 11 of the Washington Constitution and RCW 354.11.020, the City of Camas is authorized to regulate public property, including City Hall, the Community Center, parks, public rights-of-way, and all other public property within the City; and

WHEREAS, public property is intended to be used by the public for public purposes, including daily City operations, park recreational use, pedestrian, bicycle and vehicular transportation, and other public uses; and

WHEREAS, camping without adequate sanitation services, such as sewer, water, and garbage, presents a public health and safety concern; and

WHEREAS, it is important to maintain public property consistent with its intended use while balancing the needs of those experiencing homelessness with the impact on the entire community, avoiding environmental impacts to the City waterways and sensitive lands, and further avoiding the heightened risk of fires in wildfire impact areas as may heretofore be designated; and

WHEREAS, pursuant to *Martin v. City of Boise*, the Ninth Circuit Court of Appeals held: (1) that the Eighth Amendment to the United States Constitution prohibits cities from enforcing Ordinances that criminalize camping on all public property at all times; and (2) it is permissible for cities to enforce an ordinance that criminalizes camping in certain locations at all times, but only if the cities also do not enforce the prohibition of camping in other locations when there is no available shelter; and

WHEREAS; this Ordinance is intended to comply with the Court’s decision in *Martin v. Boise* by limiting the areas; and

WHEREAS, law enforcement will comply with *Martin v. City of Boise* by making an inquiry of individuals, in certain situations and places as set forth herein, to ascertain whether they are homeless and offer them safe and legal shelter; and

WHEREAS, if no overnight shelter is available, then the provisions of this Ordinance will not be enforced, except in those areas specifically noted; and

WHEREAS, the City of Camas will continue to treat homeless individuals with respect, and dignity, striving to minimize harm and trauma, and in recognition that compassion in the truest sense is best served by enforcing reasonable limitations on the use of public facilities while offering assistance to those who find themselves in unfortunate circumstances; and

WHEREAS, the City has entered into an agreement with other local jurisdictions to create the “Ending Community Homelessness Organization” and is a participant in the Clark County Council for the Homeless which leads the regional effort to prevent and end homelessness in Clark County including the receipt of funding available for local organizations for the purpose of improving the coordination of existing services and with programs offering available overnight shelter for individuals experiencing homelessness; and

WHEREAS, officers of the City of Camas Police Department are trained in the appropriate measures utilized in interacting with those experiencing homelessness and the Council will endeavor to work with Administration to allow for the provision of such additional training to City staff in an effort to more fully engage and connect those individuals with existing services and outreach programs; and

WHEREAS, the City by and through Chapter 12.32 of the Camas Municipal Code has



heretofore adopted certain provisions related to time and place use of parks, including a general prohibition of camping as set forth in Section 12.32.090 which, by this Ordinance, shall be repealed and replaced by the specific terms herein;

NOW, WHEREFORE, THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

A new Chapter 12.34 of the Camas Municipal Code entitled “Unlawful Camping and Storage of Personal Property on Public Property” is hereby added to the Camas Municipal Code to provide as follows:

Chapter 12.34 Unlawful Camping and Storage of Personal Property on Public Property

Sections:

- 12.34.010 Purpose.
- 12.34.020 Definitions.
- 12.34.030 Unlawful camping or Storage of Personal Property in public places.
- 12.34.040 Penalty for Violations.
- 12.34.050 Enforcement.

**12.34.010 Purpose.**

The purpose of this Chapter is to prevent harm to the health or safety of the public and to promote the public health, safety and general welfare by prohibiting camping and storage of personal property on public property, which interferes with the rights of others to use the areas in the manner for which it is intended.

**12.34.020 Definitions.**

The following definitions are applicable to this Chapter:

- A. "Available Overnight Shelter" means a public or private shelter, with an available overnight space, open to an individual experiencing homelessness at no charge. Available Overnight Shelter also includes a hotel or motel that is temporarily made available to an individual experiencing homelessness at no charge.
- B. "Camp" means to pitch, use, or occupy camp facilities for the purposes of habitation, as evidenced by the use of camp paraphernalia.

- C. "Camp facilities" includes, but is not limited to, tents, huts, temporary shelters. "Camp facilities" does not include tents, huts, or temporary shelters when used temporarily in a park for recreation or play during daylight hours when the park is open to the public.
- D. "Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks or cooking facilities or equipment.
- E. "Park" means such properties and facilities as defined in Section 12.32.005 of the Code. Park also includes all associated areas, including parking lots for parks.
- F. "Public Property" means any real property, building, structure, equipment, sign, shelter, vegetation, trail, and public open space. including all associated areas such as parking lots, controlled or owned by the City or any other governmental agency.
- G. "Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.
- H. "Street" means any highway, lane, road, street, right-of-way, sidewalk, boulevard, alley, and every way or place in Camas open as a matter of right to public pedestrian and vehicular travel.
- I. "Wildfire Impact Area" means any public property specifically designated and defined by the Fire Marshal, following assessment, to constitute an area particularly vulnerable to a dangerous wildfire event during the period of any drought or adversely dry conditions only.

#### **12.34.030 Unlawful Camping or Storage of Personal Property in public places.**

A. It shall be unlawful for any person to camp or to store personal property, including camp facilities or camp paraphernalia, in the following areas:

1. Any park; or
2. Any street; or
3. Any public property, improved or unimproved.

#### **12.34.040 Penalty for Violations.**

- A. Violation of any of the provisions of this Chapter is a misdemeanor, punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment not to exceed ninety (90) days, or by both such fine and imprisonment. Notwithstanding, the maximum fine imposed for a first conviction for violation of this Chapter shall be no more than one hundred dollars (\$100.00).
- B. Prior to imposing any fine for violation of this Chapter, the Court shall make an inquiry into a person's ability to pay. The Court is explicitly authorized to impose a requirement

to perform community service in lieu of paying a fine.

**12.34.050 Enforcement.**

- A. A violation of CMC 12.34.030 shall be enforced at all times within 100 feet of the nearest edge of the Columbia River, Washougal River, Lacamas Lake, Lacamas Creek, and Round Lake; within any part of Crown Park, Forest Home Park, Dorothy Fox Park, Grass Valley Park, and Prune Hill Sports Park; within 200 feet of any play or sports field, playground equipment, or picnic areas or shelters within any other designated City Park; or within any wildfire impact area.
- B. Except as provided in subsection (A) of this Section, a violation of CMC 12.34.030 shall be enforced as follows:
1. Prior to issuing any citation or arrest pursuant to this Chapter, the investigating officer shall inquire whether the unlawful camping and storage of personal property is due to homelessness. If the officer learns that such is the case, the officer shall determine, in accordance with relevant department policy, there is Available Overnight Shelter to accommodate the subject of the investigation. If the officer determines there is no Available Overnight Shelter, the officer shall not issue a citation.
  2. If the officer determines there is Available Overnight Shelter, the officer may, within their discretion:
    - a. Provide directions to the shelter location; or
    - b. Offer one-time transport to the shelter locations.
  3. Any individual who refuses to accept the shelter space offered is subject to citation or arrest pursuant to Section 12.34.040.

**Section II**

Camas Municipal Code Section 12.32.090 is hereby repealed.

**Section III**

This ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED by the Council and APPROVED by the Mayor this 6<sup>th</sup> day of September 2022.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney