



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, July 11, 2024 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom
17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:

Please note, this link works for both the Work Session (6:00 p.m.) and Regular Meeting (7:00 p.m.).

Join Zoom Webinar: <https://us06web.zoom.us/j/82939518103>
Call into Webinar: 253-215-8782 | Webinar ID: 829 3951 8103

The City Council is providing opportunities for public comment by submitting a written comment or by attending in person to provide oral public comment.

HOW TO PARTICIPATE WITH ORAL COMMENTS:

If you are attending the meeting in person, there is a sign-in sheet located near the entrance to the Council Chambers. Simply fill the form out and the Mayor will call your name at the appropriate time. Oral comments are limited to 3:00 minutes per speaker. Oral comments are not being accepted via Zoom.

The meeting is being recorded.

HOW TO SUBMIT WRITTEN COMMENTS:

Written comments will be submitted to the Council if received by 5:00 p.m. on the date of the meeting; otherwise, they will be provided to the City Council the next day. The City Clerk will read your name and subject matter into the record during Public Comments.

As allowed by law, the Council may add and take action on items not listed on the agenda. For up-to-date information on agendas, please visit the City's website at www.cityoflfp.gov

Meetings are shown on the city's website and on Comcast channel 21 for subscribers within the Lake Forest Park city limits.

AMENDED

AGENDA

1. **CALL TO ORDER: 7:00 PM**
2. **PLEDGE OF ALLEGIANCE**
3. **ADOPTION OF AGENDA**
4. **PUBLIC COMMENTS**

*The Council will not be accepting online public comments. This portion of the agenda is set aside for the public to address the Council on agenda items or any other topic the Council might have purview or control over. If the comments are of a nature that the Council does not have influence or control over, then the Mayor may request the speaker suspend their comments. The Council may direct staff to follow up on items brought up by the public. **Comments are limited to a three (3) minute time limit.***

5. **PRESENTATIONS**

A. **AMENDED - Northshore Fire District regarding property tax levy**

6. **CONSENT CALENDAR**

The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which case the item will be removed from the Consent Calendar in its normal sequence on the agenda.

A. June 24, 2024 Committee of the Whole Meeting Notes

B. June 27, 2024 City Council Regular Meeting Minutes

C. City Expenditures for the Period Ending 7/11/2024

7. **FINAL CONFIRMATION**

A. Confirmation of members and alternates to the Climate Policy Advisory Team

8. **ORDINANCES AND RESOLUTIONS FOR ACTION**

A. Ordinance 24-1294/Amending the 2023-2024 Budget

B. Approval of Resolution 24-1959/Authorizing the Mayor to execute the Washington State Allocation Agreement Governing The Allocation of Opioid Settlement Funds Paid By Kroger, and execute the Subdivision Participation and Release Form

9. **COUNCIL DISCUSSION AND ACTION**

10. **OTHER BUSINESS**

11. COUNCIL COMMITTEE REPORTS

- A. Councilmember Reports
- B. Mayor's Report
- C. City Administrator's Report

12. EXECUTIVE SESSION

- A. Executive Session - Potential Litigation pursuant to RCW 42.30.110 (1) (i)

13. ADJOURN

FUTURE SCHEDULE

- Thursday, July 18, 2024, 6:00 p.m. – City Council Budget & Finance Committee Meeting; *hybrid meeting (City Hall and Zoom)*

- Monday, July 22, 2024, 6:00 p.m. – City Council Committee of the Whole Meeting; *hybrid meeting (City Hall and Zoom)*

- Thursday, July 25, 2024, 7:00 p.m. – City Council Regular Meeting; *hybrid meeting (City Hall and Zoom)*

As allowed by law, the Council may add and take action on items not listed on the agenda.

Any person requiring a disability accommodation should contact city hall at 206-368-5440 by 4:00 p.m. on the day of the meeting for more information.

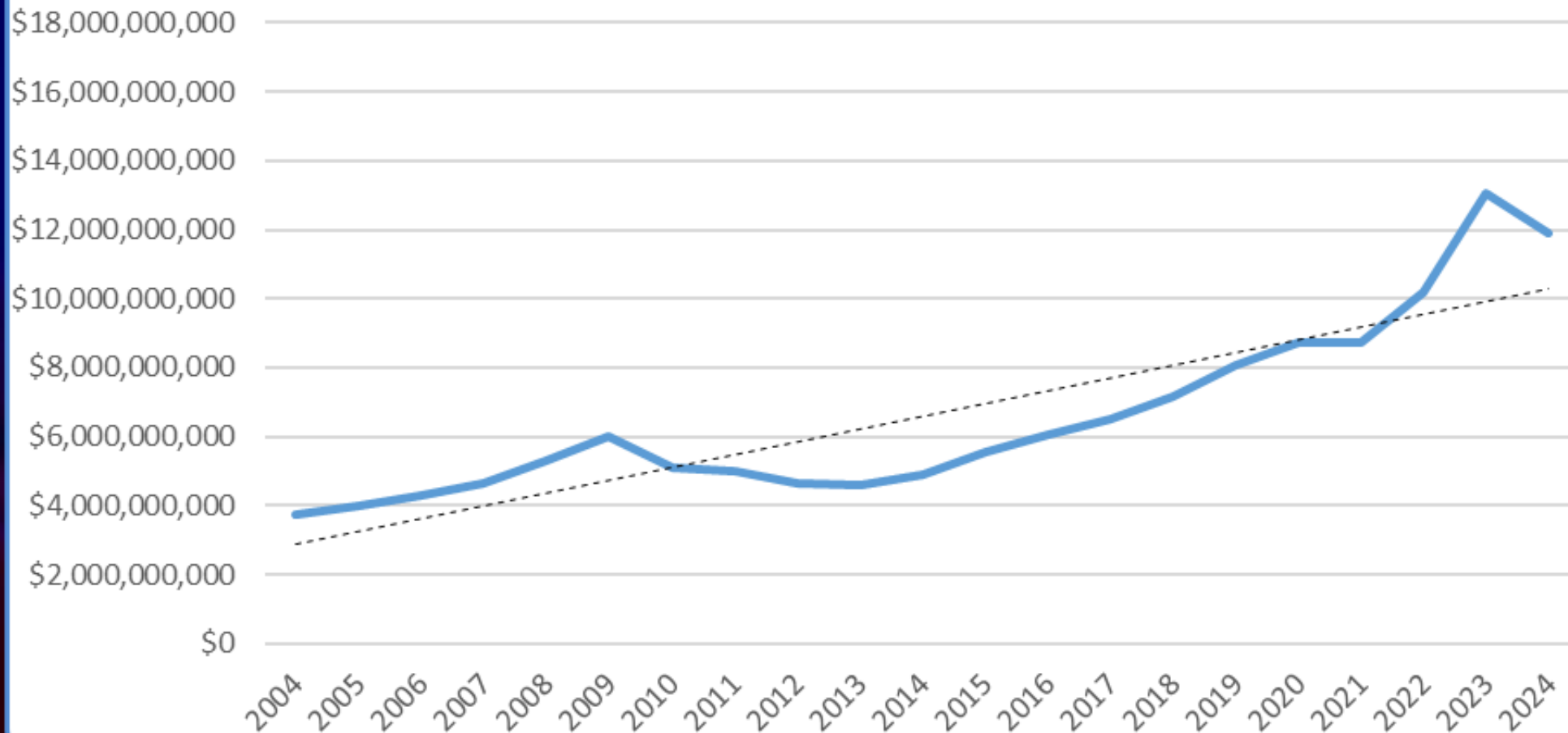
Northshore Fire Department

Upcoming Ballot Measures

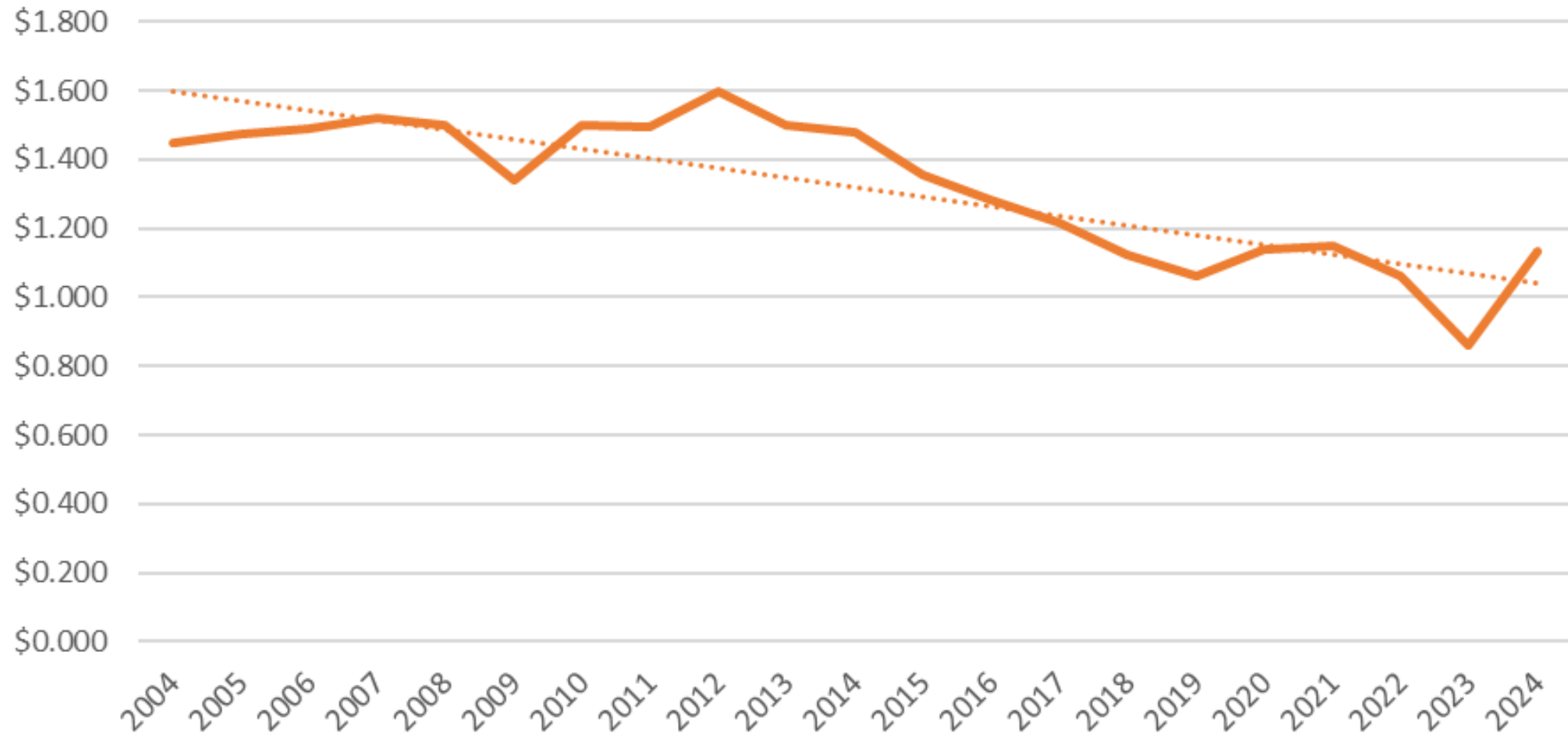
Why are we here?

Section 5, ItemA.

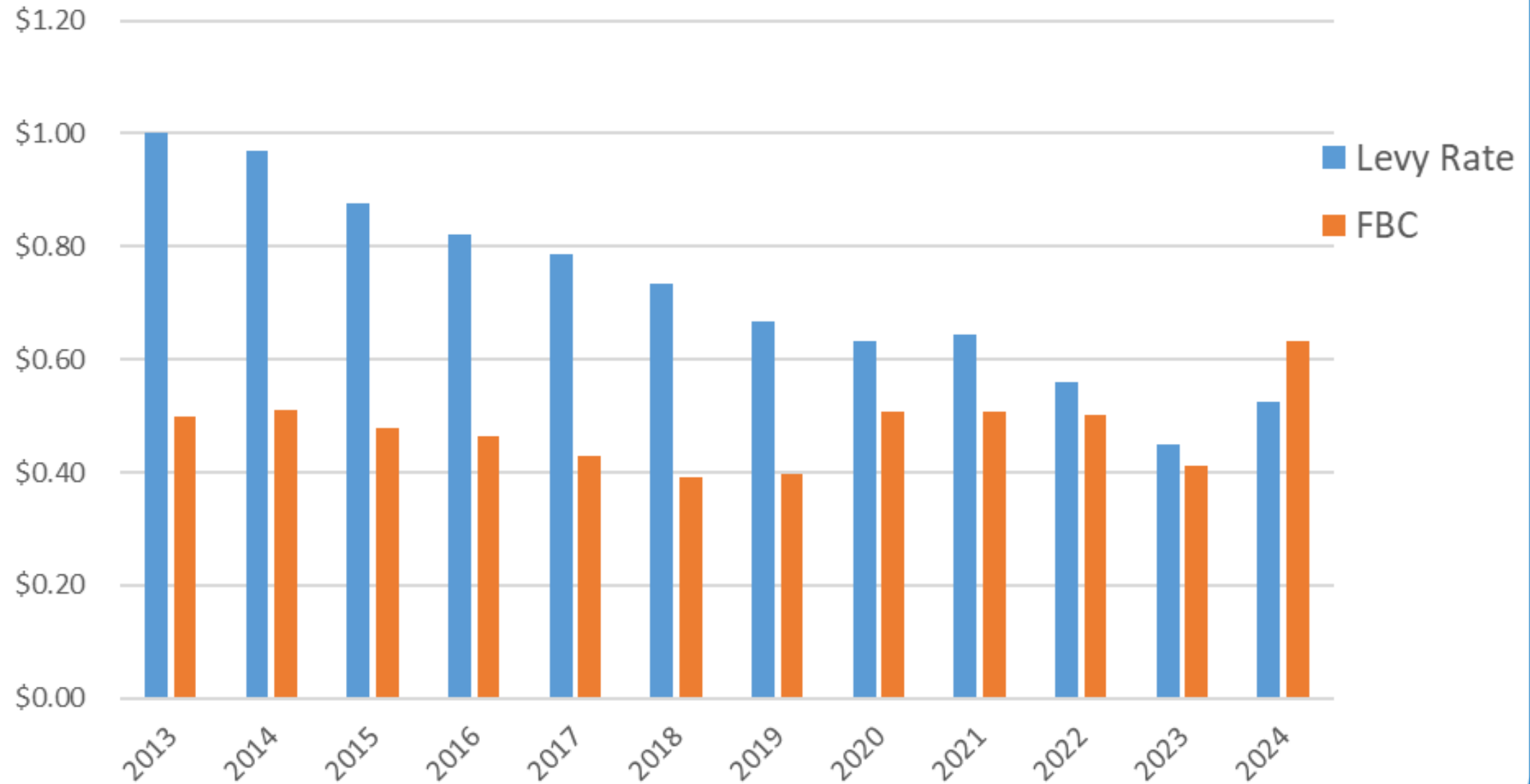
Assessed Valuation Comparison



Equivalent Levy Rate (levy + FBC) Comparison



Distribution of Revenues Between Levy and FBC



Summary

- We are limited to a 1% increase in revenues from the fire tax levy.
- Also limited to a maximum of 60% of the budget from the FBC.
- Fire departments are forced to perform levy rate lid lifts as part of their normal, long-term financial planning.
- We have not done a lid lift in about 20 years.
- This is not a complete surprise as this has been known and discussed at the NFD for nearly a decade.
- We believe that we will not need a big increase in revenues or perhaps none at all, depending on CPI and assessed values.

Summary

- We will need a simple majority to pass this measure, 50% + 1 vote.
- We are also working on forming a regional fire authority (RFA) between Northshore and Shoreline Fire Departments.
- If the RFA plan is approved then a ballot measure is planned for February of 2025.
- A critical part of that plan is to ensure geographical representation on the RFA governing board.
- The RFA planning committee currently meets on the third Monday of each month at 5 pm, alternating between Kenmore and Shoreline.
- Next meeting is on Monday at 5 pm in Kenmore.

More Information

- For more information on the levy lid lift or RFA please visit:
 - <https://shorelinefire.com/>
 - Once there, click on the subject of either:
 - **2024 Northshore Fire Levy Rate Ballot Measure**
 - or
 - **Regional Fire Authority - Shoreline Fire & Northshore Fire**
- You can also visit the King County elections site for levy lid lift info:
 - <https://info.kingcounty.gov/kcelections/Vote/contests/ballotmeasures.aspx?lang=en-US&cid=101315>

Thank You!

Matt Cowan

Fire Chief

mcowan@shorelinefire.com

CITY OF LAKE FOREST PARK
COUNCIL COMMITTEE OF THE WHOLE MEETING NOTES
June 24, 2024

It is noted this meeting was held in person in the City Council Chambers and remotely via Zoom.

Councilmembers present: Lorri Bodi, Deputy Mayor; Larry Goldman, Paula Goode, John Lebo, Semra Riddle, Ellyn Saunders (on Zoom)

Councilmember absent: none

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Jeff Perrigo, Public Works Director; Mark Hofman, Community Development Director; Cory Roche, Environmental & Sustainability Specialist (on Zoom); Matt McLean, City Clerk

Others present: Amber Mikluscak, Facet; 32 visitors

CALL TO ORDER

Deputy Mayor Bodi called the June 24, 2024, Committee of the Whole meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

Deputy Mayor Bodi moved to add an item to the end of the agenda – **discussion regarding a consultant contract to explore the possibility of a levy lid lift in 2025.**

Cmbr. Riddle moved to approve the agenda as amended. **Cmbr. Goldman seconded.** **The motion to adopt the agenda as amended carried unanimously.**

Citizen Comments

There was no one in the audience wishing to speak.

Resolution 24-1957/Authorizing the Mayor to Sign an Agreement for Consultant Services with Facet for the Phase 2 Lakefront Improvements for Design, Engineering, Environmental, and Permitting Project

Director Hofman presented the item and responded to questions with Administrator Hill.

Ordinance 24-1290/Traffic Safety Camera amendments

Administrator Hill presented the item and responded to questions.

Presentation from CORE (Citizens Organized to Rethink Expansion) regarding analysis of the Sound Transit Bus Rapid Transit project along State Route 522.

Jeff Snedden, from the CORE group, gave a presentation regarding a preferred alternative plan for the Stride 3 project along State Route 522 and urged the City Council to send a letter to Sound Transit requesting a new alternative to the project.

Other Business

Deputy Mayor Bodi solicited support to pursue hiring a consultant to bring a levy lid lift to the voters in 2025. The Council agreed and directed staff to issue a Request for Qualifications for a consultant.

Adjournment

There being no further business, the meeting adjourned at 7:17 p.m.

Lorri Bodi, Deputy Mayor

Matt McLean, City Clerk

CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
June 27, 2024

It is noted this meeting was held in person in the City Council Chambers and remotely via Zoom.

Councilmembers present: Lorri Bodi, Deputy Mayor; Tracy Furutani, Council Vice Chair; Larry Goldman, Paula Goode, John Lebo, Ellyn Saunders, Semra Riddle (via Zoom)

Councilmembers absent: none

Staff present: Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Jeff Perrigo, Public Works Director; Mark Hofman, Community Development Director; Cory Roche, Environmental & Sustainability Specialist; Calvin Killman, Building Official; Matt McLean, City Clerk

Others present: 26 visitors

CALL TO ORDER

Deputy Mayor Bodi called the June 27, 2024 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Cmbr. Goode led the Pledge of Allegiance.

ADOPTION OF AGENDA

Cmbr. Furutani moved to approve the agenda as presented. **Cmbr. Goode seconded.**
The motion to adopt the agenda as presented carried unanimously.

PUBLIC COMMENTS

Deputy Mayor Bodi invited comments from the audience. The following members of the audience shared comments with the council:

- John Drew: regarding Sound Transit and tree removal
- Jeff Snedden: in favor of sending a letter to Sound Transit. Wants Council to be more active in the fight against Sound Transit.

There being no one else in the audience wishing to speak, Deputy Mayor Bodi closed public comments.

CONSENT CALENDAR

Cmbr. Furutani moved to approve the Consent Calendar as presented. **Cmbr. Goode seconded. The motion to approve the Consent Calendar as presented carried unanimously.**

- A. June 13, 2024 City Council Work Session Minutes
- B. June 13, 2024 City Council Regular Meeting Minutes
- C. Accounts Payable dated 6/20/2024 Claim Fund Check No 86419 in the amount of \$242,003.09; an Accounts payable dated 6/27/2024 Claim Fund Check Nos. 86420 through 86462 in the amount of \$124,796.54. Additional approved ACH transactions: Elavon, \$794.35; Wex Bank – Chevron, \$130.30. Total approved claim fund transactions: \$367,724.28

RESOLUTION 24-1958/Adopting the Lake Forest Park Healthy Street Initiative

City Administrator Hill presented the item and responded to questions. Cmbr. Riddle and Cmbr. Goldman will work with staff on updating the Healthy Street Map and bring it back for consideration by the Council at a future meeting.

RESOLUTION 24-1957/Authorizing the Mayor to Sign an Agreement for Consultant Services with Facet for the Phase 2 Lakefront Improvements for Design, Engineering, Environmental, and Permitting Project

Environmental & Sustainability Specialist Roche and Community Development Director Hofman presented the item and responded to questions from the Council.

Cmbr. Riddle moved to approve Resolution 24-1957/Authorizing the Mayor to Sign an Agreement for Consultant Services with Facet for the Phase 2 Lakefront Improvements for Design, Engineering, Environmental, and Permitting Project. **Cmbr. Furutani seconded. The motion to approve Resolution 24-1957 passed unanimously.**

Ordinance 24-1292/Relating to the State Building Code and Local Amendments Thereto; Amending Chapter 15.04 and 15.10 of the Lake Forest Park Municipal Code to Adopt the 2021 State Building Code and Local Amendments Thereto; and Providing for Severability, an Effective Date, and Corrections

Building Official Killman presented the item and responded to questions from the Council.

Cmbr. Furutani moved to approve Ordinance 24-1292/Relating to the State Building Code and Local Amendments Thereto; Amending Chapter 15.04 and 15.10 of the Lake Forest Park Municipal Code to Adopt the 2021 State Building Code and Local Amendments Thereto; and Providing for Severability, an Effective Date, and Corrections. **Cmbr. Goldman seconded. The motion to approve Ordinance 24-1292 passed unanimously.**

Resolution 24-1956/Repealing and Adopting Purchasing and Acquisition Policies and Procedures

City Clerk McLean presented the item and responded to questions from the Council.

Cmbr. Furutani moved to approve Resolution 24-1956/Repealing and Adopting Purchasing and Acquisition Policies and Procedures. **Cmbr. Saunders seconded. The motion to approve Resolution 24-1956 passed unanimously.**

Ordinance 24-1290/Amending Chapter 10.06 of the Lake Forest Park Municipal Code, Related to Automated Traffic Safety Cameras; Providing for Severability and Establishing an Effective Date

City Administrator Hill and City Attorney Pratt presented the item and responded to questions from the Council.

Cmbr. Goldman moved to adopt Ordinance 24-1290/Amending Chapter 10.06 of the Lake Forest Park Municipal Code, Related to Automated Traffic Safety Cameras; Providing for Severability and Establishing an Effective Date. **Cmbr. Saunders seconded. The motion to approve Ordinance 24-1290 carried unanimously.**

COUNCIL DISCUSSION AND ACTION

Possible letter to Sound Transit regarding the Bus Rapid Transit Project along State Route 522

Cmbr. Lebo recused himself from the discussion and requested he be removed from the letter.

Discussion followed.

After the discussion and proposed changes to the letter, the Council agreed to sign the letter individually as Councilmembers. The Council also directed staff to pursue the possibility of hiring a consultant to draft an alternative plan for the project along State Route 522 to be attached with the letter.

1 **OTHER BUSINESS**

2
3 Deputy Mayor Bodi is stepping down from Planning Commission liaison. Cmbr. Lebo nominated
4 himself to be the new liaison but was open to other nominations.
5

6 There being no further nominations **Cmbr. Furutani moved** to appoint Cmbr. Lebo as
7 the Council Liaison to the Planning Commission. **Cmbr. Riddle seconded. The motion to**
8 **appoint Cmbr. Lebo as the Council Liaison to the Planning Commission passed**
9 **unanimously.**

10
11 **Councilmember Reports**

12
13 Cmbr. Goldman reported on the Regional Crisis Response Agency Meeting.
14

15 Cmbr. Riddle remarked on the aging population of the City.
16

17 **Mayor's Report**

18
19 **City Administrator's Report**

20
21 Administrator Hill reported that the Request for Qualifications for a Levy Consultant will be
22 issued on July 2, 2024.
23

24 **EXECUTIVE SESSION – Consideration of the acquisition of real estate purchase or lease, per**
25 **RCW 42.30.110(1)(b)**

26
27 The City Council went into Executive Session at 8:00 p.m. for approximately 75 minutes for the
28 purpose of discussing the acquisition of real estate purchase or lease per RCW 42.30.110(1)(b).
29

30 The Council returned from the Executive Session at 9:15 p.m. No announcements were made,
31 and no action was taken.
32

33 **ADJOURNMENT**

34
35 There being no further business, Deputy Mayor Bodi adjourned the meeting at 9:15 p.m.
36
37

38
39 _____
40 Lorri Bodi, Deputy Mayor

41
42 _____
43 Matt McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
07/11/2024

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, an Accounts Payable Dated 07/11/24 CLAIM FUND Check Nos. 86463 through 86503 in the amount of \$163,794.91, a 06/08/24 PAYROLL FUND ACH transaction in the amount of \$185,934.23, a DIRECT DEPOSIT transaction in the amount of \$205,939.88, a 06/23/24 PAYROLL FUND ACH transaction in the amount of \$169,442.08, and a DIRECT DEPOSIT transaction in the amount of \$192,685.23 are approved for payment this 11th day of July 2024.

Additional approved transactions are:
ACH transaction Invoice Cloud in the amount of \$1,435.15
ACH transaction State of Washington in the amount of \$7,545.43

Total approved claim fund transactions: \$926,776.91

City Clerk

Mayor

Finance Committee



Bank Reconciliation

Checks by Date

User: tbaker@cityoflfp.gov
Printed: 07/03/2024 - 1:53PM
Cleared and Not Cleared Checks

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	7/11/2024	Invoice Cloud		AP		1,435.15
0	7/11/2024	State of Washington		AP		7,545.43
86463	7/11/2024	Aurora Rents, Inc.		AP		346.21
86464	7/11/2024	Anthony Carl Basler		AP		595.00
86465	7/11/2024	Benla Water Heaters, Inc.		AP		496.35
86466	7/11/2024	Brown Bear Car Wash		AP		47.00
86467	7/11/2024	Bruce C Allen & Associates, Inc		AP		6,950.00
86468	7/11/2024	Cadman Materials, Inc.		AP		106.78
86469	7/11/2024	George Coleman		AP		282.06
86470	7/11/2024	Compass Tinting, LLC		AP		221.00
86471	7/11/2024	Conсор North America, Inc.		AP		1,148.50
86472	7/11/2024	Dunn Lumber Company		AP		108.50
86473	7/11/2024	EC Company		AP		6,227.45
86474	7/11/2024	Facet, Inc.		AP		3,481.72
86475	7/11/2024	Gaspree, LLC		AP		40.00
86476	7/11/2024	Gordon Thomas Honeywell Gov't. Affa		AP		3,150.00
86477	7/11/2024	Gray & Osborne, Inc.		AP		5,719.55
86478	7/11/2024	International Code Council, Inc.		AP		160.00
86479	7/11/2024	King County Finance		AP		2,654.00
86480	7/11/2024	King County Finance		AP		36,485.82
86481	7/11/2024	LFP Municipal Court		AP		136.00
86482	7/11/2024	Mission Communications, LLC		AP		694.80
86483	7/11/2024	Shannon Moore		AP		10.54
86484	7/11/2024	Office Depot, Inc.		AP		42.29
86485	7/11/2024	Pacific Office Automation		AP		469.66
86486	7/11/2024	Parametrix, Inc		AP		2,130.94
86487	7/11/2024	Pat's Trees & Landscape Inc.		AP		16,213.18
86488	7/11/2024	Performance Systems Integration		AP		602.80
86489	7/11/2024	Puget Sound Energy		AP		35.95
86490	7/11/2024	Puget Sound Executive Services, Inc.		AP		1,066.50
86491	7/11/2024	Red Carpet Building Maint. Inc.		AP		3,506.15
86492	7/11/2024	Regional Crisis Response Agency		AP		21,744.50
86493	7/11/2024	Republic Services		AP		27.52
86494	7/11/2024	Cory Roche		AP		650.99
86495	7/11/2024	SCJ Alliance		AP		34,495.60
86496	7/11/2024	Licia Shinzato-Fischer		AP		126.00
86497	7/11/2024	Staples Advantage		AP		37.48
86498	7/11/2024	Suburban Propane		AP		1,156.67
86499	7/11/2024	Transpo Group USA Inc		AP		6,726.25
86500	7/11/2024	Tri-Tec Communications, Inc.		AP		3,343.19
86501	7/11/2024	United Rentals		AP		1,694.21
86502	7/11/2024	Westlake Hardware WA-153		AP		453.75
86503	7/11/2024	Eduardo Zaldibar		AP		210.00

Total Check Count:

43

Total Check Amount:

172,775.49



Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov
Printed: 6/24/2024 9:25 AM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	06/07/2024	1,620.83
ACH	NAVIA	Navia Benefit Solutions, Inc.	06/07/2024	772.09
ACH	NAVIAFSA	Navia - FSA	06/07/2024	323.34
ACH	PFLTRUST	LFP PFL Trust Account	06/07/2024	2,164.02
ACH	TEAMDR	National D.R.I.V.E.	06/07/2024	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	06/07/2024	1,015.76
ACH	WASUPREG	Washington State Support Registry	06/07/2024	180.00
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM	06/07/2024	1,688.53
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	06/07/2024	8,625.07
ACH	ZAWC	AWC	06/07/2024	41,934.57
ACH	ZDREAHE	Dream Ahead	06/07/2024	100.00
ACH	ZEMPSEC	Employment Security Dept.	06/07/2024	576.83
ACH	ZEMPWACA	Wa.Cares Tax	06/07/2024	998.40
ACH	ZGUILD	LFP Employee Guild	06/07/2024	975.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	06/07/2024	33,915.60
ACH	ZL&I	Washington State Department of Labor & I	06/07/2024	5,681.97
ACH	ZLEOFF	Law Enforcement Retirement	06/07/2024	14,330.05
ACH	ZLFPIRS	Lake Forest Park/IRS	06/07/2024	40,769.20
ACH	ZPERS	Public Employees Retirement	06/07/2024	23,889.23
ACH	ZTEAM	Teamsters Local Union #117	06/07/2024	180.73
ACH	ZWATWT	Washington Teamsters Welfare Trust	06/07/2024	6,188.56
Total for 6/7/2024:				185,934.23
Report Total (21 checks):				185,934.23

Bank Reconciliation

Checks by Date

User: tbaker@cityofflp.gov
Printed: 07/03/2024 - 2:03PM
Cleared and Not Cleared Checks



Section 6, ItemC.

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	6/6/2024		DD 00507.06.2024	PR	6/30/2024	205,939.88
Total Check Count:						1
Total Check Amount:						205,939.88



Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov
Printed: 6/27/2024 10:07 AM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	06/21/2024	36,312.01
ACH	NAVIA	Navia Benefit Solutions, Inc.	06/21/2024	772.09
ACH	NAVIAFSA	Navia - FSA	06/21/2024	323.34
ACH	PFLTRUST	LFP PFL Trust Account	06/21/2024	2,050.81
ACH	TEAMDR	National D.R.I.V.E.	06/21/2024	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	06/21/2024	1,015.76
ACH	WASUPREG	Washington State Support Registry	06/21/2024	180.00
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM	06/21/2024	1,688.53
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	06/21/2024	8,691.28
ACH	ZAWC	AWC	06/21/2024	1,377.15
ACH	ZDREAHE	Dream Ahead	06/21/2024	100.00
ACH	ZEMPSEC	Employment Security Dept.	06/21/2024	554.30
ACH	ZEMPWACA	Wa.Cares Tax	06/21/2024	918.58
ACH	ZGUILD	LFP Employee Guild	06/21/2024	825.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	06/21/2024	31,543.68
ACH	ZL&I	Washington State Department of Labor & I	06/21/2024	6,572.44
ACH	ZLEOFF	Law Enforcement Retirement	06/21/2024	14,009.25
ACH	ZLFPIRS	Lake Forest Park/IRS	06/21/2024	37,245.30
ACH	ZPERS	Public Employees Retirement	06/21/2024	23,159.94
ACH	ZTEAM	Teamsters Local Union #117	06/21/2024	180.73
ACH	ZWATWT	Washington Teamsters Welfare Trust	06/21/2024	1,917.44
Total for 6/21/2024:				169,442.08
Report Total (21 checks):				169,442.08

Bank Reconciliation

Checks by Date

User: tbaker@cityofflp.gov
Printed: 07/03/2024 - 2:01PM
Cleared and Not Cleared Checks



Section 6, Item C.

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	6/21/2024		DD 00521.06.2024	PR	6/30/2024	192,685.23
Total Check Count:						1
Total Check Amount:						192,685.23



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	July 11, 2024
Originating Department	Community Development Department
Contact Person	Mark Hofman, AICP, Community Development Director
Title	Confirmation of members and alternates to the Climate Policy Advisory Team

Legislative History

- | | |
|-------------------------------------|--|
| • First Presentation Reso. 24-1948 | March 28, 2024, Regular City Council Meeting |
| • Second Presentation Reso. 24-1948 | April 11, 2024, Regular City Council Meeting |
| • Adoption of Reso. 24-1948 | April 25, 2024, Regular City Council Meeting |
| • First Presentation - confirmation | July 11, 2024, Regular City Council meeting |

Attachments:

1. Resolution No. 24-1948, Creating a Temporary Policy Advisory Task Force for Climate Planning.

Executive Summary

Council is being asked to confirm the appointment of seven members and two alternates to the Climate Action Advisory Team. Pursuant to Section 2.22.020(C) of the Lake Forest Park Municipal Code, the Mayor and City Council jointly created a temporary task force, titled the Climate Policy Advisory Team, with the adoption of Resolution No. 24-1948 (attached) on April 25, 2024. The function of the Climate Policy Advisory Team is to act as a temporary task force advising on climate planning, resulting in a new climate element added to the city's Comprehensive Plan.

The Mayor reviewed and considered the list of interested members from existing city committees and boards, nominates them to the Climate Policy Advisory Team, and forwards the nominations of the individuals below to the City Council for confirmation:

Members:

- Janne Kaje (Planning Commission)
- David Kleweno (Planning Commission)
- Lois Lee (Planning Commission)
- Mimi (Miriam) Bertram (Climate Action Committee)
- Sarah Phillips (Climate Action Committee)
- Anne Udalyo (Climate Action Committee)

- Victoria Kutasz (Tree Board)

Alternates:

- Jessica Côté as an alternate (Climate Action Committee)
- Stacey Spain (Tree Board)

The two positions identified in Resolution No. 24-1948 for qualified interested residents will go unfilled at this time so work can begin to meet a June 2025 grant deadline.

Background

The new Climate Policy Advisory Team will ultimately consist of up to nine volunteer members, nominated by the Mayor and confirmed by the City Council, to be filled by (up to) three (3) members of the Planning Commission, (up to) three (3) members of the Climate Action Committee, one (1) member of the Tree Board, and two (2) qualified interested residents. Each member will be appointed to a term consistent with the primary purpose and duration of the Climate Policy Advisory Team, likely through Summer or Fall, 2025. The City Council will appoint a Council Liaison and Alternate.

The Climate Policy Advisory Team will be administered by the Community Development Director, who will have the support of the Community Development and Public Works Departments, as well as a qualified climate planning consulting firm (to be determined subject to an RFQ process) performing the scope of work for the Climate Planning Grant. Generally, the Climate Policy Advisory Team would meet once per month (schedule and dates to be determined), with special meetings as may be needed. The Climate Policy Advisory Team shall be disbanded when their primary purpose of advising on the creation of a climate element to the Comprehensive Plan is completed, likely in Summer or Fall of 2025.

Subsequent to the City Council’s April 25, 2024, creation of the Climate Policy Advisory Team, the Community Development Director attended meetings of the city’s Tree Board, Climate Action Committee, and Planning Commission to discuss the positions and potential nominations for members from those currently serving on existing city boards and commissions. The list of interested people was given to the Mayor for consideration.

Fiscal & Policy Implications

Appointments of volunteers to the Climate Policy Advisory Team will have no fiscal impact as it can be fully supported by existing professional staff and funds from the Climate Planning Grant.

Alternatives

Options	Results
<ul style="list-style-type: none">• Confirm the nominations to the Climate Policy Advisory Team, as nominated by the Mayor.	The Climate Policy Advisory Team can organize meetings and begin work on the scope of work for the Climate Planning Grant.
<ul style="list-style-type: none">• Do not confirm the nominations to the Climate Policy Advisory Team, as nominated by the Mayor.	Staff will work with the Mayor for an alternate make up and nominations for the Climate Policy Advisory Team.

Staff Recommendation

Review Resolution No. 24-1948 and supporting materials, consider the seven (7) candidates and two (2) alternates, all currently serving on existing city boards and commissions, and confirm the nominated candidates to the Climate Policy Advisory Team for the duration of its work.

RESOLUTION NO. 24-1948**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, CREATING A TEMPORARY POLICY ADVISORY TASK FORCE FOR CLIMATE PLANNING**

WHEREAS, the Administration and City Council are in agreement that climate change poses real hazards to the City of Lake Forest Park and its citizens; and

WHEREAS, the Administration and City Council recognize that many citizens of Lake Forest Park possess important expertise pertaining to the effects and mitigations of climate change; and

WHEREAS, Chapter 2.22 of the Lake Forest Park Municipal Code (LFPMC), Volunteer Commission System, provides in section 2.22.020.C for the creation of task forces or committees on a temporary or indefinite basis to deal with a specific policy area or issue; and

WHEREAS, under the Growth Management Act (GMA), the City of Lake Forest Park is required to perform a periodic update of its comprehensive plan by the end of 2024; and

WHEREAS, separate but related to the effort for the periodic update of the Comprehensive Plan, the City of Lake Forest Park is required to comply with the additional climate planning requirements of Washington State legislation passed in 2023 (HB 1181). The legislation adds a climate goal to the Growth Management Act (GMA) and requires local comprehensive plans to have a climate element with resilience and greenhouse gas emissions mitigation sub-elements; and

WHEREAS, to assist with the climate planning policies and development regulations work needed to comply with GMA legislation, the State Legislature has provided essential funding available to local jurisdictions to help offset the burden and cost of compliance; and

WHEREAS, the Department of Commerce has awarded the City a grant of \$500,000 to assist with climate planning Comprehensive Plan policies and development regulations as required by the GMA; and

WHEREAS, Task 2.1 of the Scope of Work for the Commerce Climate Planning Grant includes formation of a Climate Policy Advisory Team; and

WHEREAS, the city seeks broadly qualified community member advice on policy and regulations resulting in the addition of a climate element to the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1 CREATION OF CLIMATE POLICY ADVISORY TEAM. Pursuant to Section 2.22.020.C of the Lake Forest Park Municipal Code (LFPMC), the Mayor and City Council do jointly create a temporary task force, titled the Climate Policy Advisory Team. The function of the Climate Policy Advisory Team is to act as a temporary task force advising on climate planning resulting in a new climate element added to the city's Comprehensive Plan.

The Climate Policy Advisory Team will consist of up to nine volunteer members, nominated by the Mayor and confirmed by the City Council, to be filled by (up to) three (3) members of the Planning Commission, (up to) three (3) members of the Climate Action Committee, one (1) member of the Tree Board, and two (2) qualified interested residents. Each member will be appointed to a term consistent with the primary purpose and duration of the Climate Policy Advisory Team, likely through Summer or Fall, 2025.

The Climate Policy Advisory Team will internally select a chair and vice chair, will meet at least monthly, and all public meetings will be held in accord with the Open Public Meetings Act, Chapter 42.30 RCW. The City Council will appoint a Council Liaison and Alternate. The Climate Policy Advisory Team will be administered by the Community Development Director, who will have the support of the Community Development and Public Works Departments, as well as a qualified climate planning consulting firm performing the scope of work for the Climate Planning Grant.

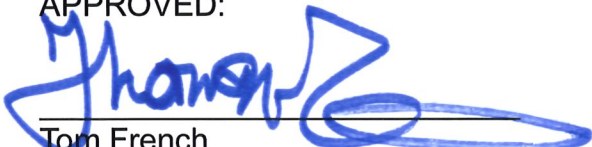
Section 2. PURPOSE. The primary purpose of the task force is to advise the city on policy and regulations resulting in the addition of a climate element to the Comprehensive Plan.

Section 3. DISBANDMENT. The Climate Policy Advisory Team may be disbanded jointly by the Mayor and City Council at any time.


Section 4. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 25th day of April, 2024.

APPROVED:


Tom French
Mayor

ATTEST/AUTHENTICATED:


Matt McLean
City Clerk

FILED WITH THE CITY CLERK: March 22, 2024
PASSED BY THE CITY COUNCIL: April 25, 2024
RESOLUTION NO.: 24-1948



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	July 11, 2024
Originating Department	Finance Department
Contact Person	Lindsey Vaughn, Finance Director
Title	Ordinance 24-1294/Amending the 2023-2024 Budget

Legislative History

- Budget & Finance Committee Meeting May 16, 2024
 - City Council Meeting June 13, 2024
 - City Council Meeting July 11, 2024
-

Attachments:

1. Ordinance 24-1294 Amending 2023-2024 Biennial Budget
-

Executive Summary

The proposed ordinance would amend the 2023-2024 budget to reflect actual performance rather than the projected amounts used to adopt the budget. The City of Lake Forest Park develops a budget based on a set of predictions about the future. A city budget is a living document, and since it is impossible to know what will happen in the future, adjustments to the adopted budget are frequently required once the budgetary period is underway. A formal change to an adopted budget is known as a budget amendment. Budgets are adopted at the fund level, as opposed to the line-item or department level. Therefore, budget amendments are also made at the fund level.

Budget amendments do not require public hearings and do not have specific timelines associated with them. However, it is best practice to formally amend a budget before an expenditure is allocated (amend before you spend). A budget amendment must be passed before the last day of the budgetary period to become effective for that adopted fiscal period.

Background

The City adopts a biennial budget spanning two years. Local governments choosing to adopt biennial

budgets are required by state statute to perform an in-depth review mid-way through the budget cycle to pinpoint any substantial discrepancies between the projected amounts and the actual financial results. A mid-biennial budget adjustment should be considered if significant differences are identified. Mid-biennial budget adjustments are a time to 'true-up' the adopted budget to reflect actual performance. Budgets are living documents created with the best knowledge at the time of adoption. Budget adjustments, or amendments, are considered a normal course of action in local government.

Fiscal & Policy Implications

General Fund 001:

Multiple items are considered pass through, meaning there is a revenue and expenditure side in the budget. One pass through item is the reimbursement for Police overtime from various outside agencies, such as supporting security for sporting events at the University of Washington, to list one agency example. There are also multiple grant items such as the Police Worn Camera Grant, Police Star Chase Grant, Police WASPC traffic safety grant, the Community Development Department of Commerce Grant, and the donation from the Police Foundation to assist in the increasing costs for outfitting the new Police vehicles that were recently purchased.

The sewer and surface water utility tax becomes a revenue source for the general fund and is paid by property owners within the city limits.

The Council elected to expand the passport services by adding an additional part-time employee to more appropriately match the passport service demands, which will increase the passport revenue and the Municipal Services salaries and benefits.

On the general fund expenditure side, the jail expenses line item is the largest increase to the general fund doubling the currently adopted budget completed fiscal year 2023 at 100%. The public defender contract was increased in December of 2023 and needs to be amended for the 2024 increase. There are a handful of line items needing to be adjusted, such as travel, professional services, banking services, animal control, and new membership for the National League of Cities.

Transportation Benefit District Fund 104:

The revenue from the additional increase to the sales tax of 0.1% needs to be increased to match the actual revenue being received by the City from purchases made within the City limits.

Contingency Fund 102 and Budget Stabilization Fund 105:

The actual revenue from the increase in investment interest needs to be increased.

Strategic Opportunity Fund 106:

The fund has additional support from the Capital Improvement Fund 301 to continue supporting the Lakefront Property Development costs. The recreation and conservation grant are funds which supported the original purchase of the property and an additional \$270,000 for future demolition work. The fund also is showing the carrying forward of the interfund loan payment back to the Sewer Capital Fund.

ARPA Fund 107:

The funds must be fully committed by the end of 2024 and spent by 2026. The City originally intended to allocate \$200,000 of the funds towards the Surface Water Master Plan, however the actual amount was not entered into the originally adopted budget. The remainder of the funds will be allocated under the lost revenue category for ongoing services and programs.

Capital Improvement Fund 301:

The fund is supporting the Strategic Opportunity Fund 106, which ultimately will continue funding the Lakefront Development Project.

Transportation Capital Fund 302:

The Safe Streets early action is being increased to support two additional engineering and equity studies in addition to making continued traffic improvements

Sewer Utility Fund 401:

The utility tax needs to be increased to reflect the actual amount of revenue being received from rate paying customers. The utility tax revenue becomes an expenditure that ultimately becomes a general fund revenue.

Surface Water 403:

The utility tax in the surface water fund also needs to be increased to reflect the actual amount of revenue being received from rate paying customers. The utility tax revenue becomes an expenditure that ultimately becomes a general fund revenue. There are some additional system maintenance and operations expenses due to NPDES permitting requirements that have caused additional expenditures in the operating fund.

Surface Water Capital Fund 404:

Two projects that are currently being added to the surface water capital fund are the 28th Avenue Repair and 35th Avenue Drainage projects. Both projects are projected to be designed and completed in 2024.

Vehicle & Equipment Replacement Fund 501:

The Police Foundation donated funds to assist in outfitting the two recently purchased Chevy Tahoes that exceeded the allocated budget.

Multiple Funds:

The investment interest revenue is distributed across all funds from the Budget and Finance Committee's decision to diversify the cash investments which continues to provide revenue at a rate exceeding budget projection.

Public Works Seasonal Employees was under budgeted in the original budget and needs to be more accurately represented to reflect the actual cost in the current budget. The salary and benefits for the public works seasonal employees are allocated to the general, street, sewer utility, and surface water utility funds.

A tree removal contract has been adopted by Council, but the funds need to be allocated to the general, street, and surface water utility funds.

Correction to Exhibit A: Amended 2024 Budgeted Positions & Salary Schedule

The Deputy City Clerk salary line in excel was entered accidentally with a plus and not a times for the 2024 cost of living adjustment (COLA). The error needs to be formally corrected.

The below table are the schedule of adjustments for the proposed budget amendment:

GENERAL FUND 001

Title	Revenue(R)/Expend.(E)	2023-2024	Total Revenue	Total Expenditure
		Adjustment Amount		
	R		\$ -	
Police Services - Overtime reimbursement from outside agencies	R	\$ 145,000	\$ 145,000	
Police Body Worn Cameras Grant (Pass Through)	R	\$ 8,900	\$ 8,900	
Police Star Chase GPS Tracking Grant (Pass Through)	R	\$ 50,000	\$ 50,000	
Police Grant WASPC Traffic Safety	R	\$ 1,300	\$ 1,300	
Sewer Utility Tax	R	\$ 50,000	\$ 50,000	
Surface Water Utility Tax	R	\$ 40,000	\$ 40,000	
Donations Public Safety Police Foundation: Veh. Outfitting (Pass Through)		\$ 30,499	\$ 30,499	
Community Dev. Dept of Commerce	R	\$ 62,500	\$ 62,500	
Passport Revenue	R	\$ 45,000	\$ 45,000	
Investment Interest	R	\$ 110,000	\$ 110,000	
Other Source: Refundable Sound Transit Deposit	R	\$ 177,560	\$ 177,560	
General Fund Revenue Adjustment Total		\$ 720,759	\$ 720,759	
City Council - Travel	E	\$ 3,000		\$ 3,000
City Council - Professional Services	E	\$ 5,000		\$ 5,000
Executive Professional Services	E	\$ 40,000		\$ 40,000
Executive Training Travel	E	\$ 3,000		\$ 3,000
Volunteer & Staff Recognition (Retirements)	E	\$ 12,000		\$ 12,000
Municipal Services Salary for additional Passport Clerk	E	\$ 30,000		\$ 30,000
Municipal Services Benefits for additional Passport Clerk	E	\$ 10,000		\$ 10,000
Membership- National League of Cities	E	\$ 4,000		\$ 4,000
Finance Department Banking Services	E	\$ 14,000		\$ 14,000
Police Department Salaries: Reducing Limited Term +1, Leaving +2	E	\$ (100,000)		\$ (100,000)
Police Department - Overtime Salaries (Pass Through)	E	\$ 145,000		\$ 145,000
Police Department Benefits: Reducing Limited Term +1, Leaving +2	E	\$ (73,000)		\$ (73,000)
Police Equipment WASPC Grant (Pass Through)	E	\$ 1,300		\$ 1,300
Police Equipment Hardware Body Worn Cameras (Pass Through)	E	\$ 8,900		\$ 8,900
Police Equipment Hardware Star Chase (Pass Through)	E	\$ 50,000		\$ 50,000
Animal Control Services	E	\$ 15,000		\$ 15,000
Jail Expenses	E	\$ 455,000		\$ 455,000
Public Defender	E	\$ 33,000		\$ 33,000
Comm Dev. Professional Services (Grant Pass Through)	E	\$ 62,500		\$ 62,500
Developer Projects Sound Transit funded from ST Deposit	E	\$ 177,560		\$ 177,560
Parks Maintenance - Seasonals Salaries	E	\$ 15,000		\$ 15,000
Parks Maintenance - Seasonals Benefits	E	\$ 6,500		\$ 6,500
Parks Maintenance (Tree Removal Contract)	E	\$ 80,000		\$ 80,000
Facilities Seasonal Salaries	E	\$ 12,000		\$ 12,000
Facilities Seasonal Benefits	E	\$ 4,800		\$ 4,800
Transfer Out to Vehicle Fund 501 Police Foundation Outfitting Tahoes	E	\$ 30,499		\$ 30,499
General Fund Expenditure Adjustment Total		\$ 1,045,059		\$ 1,045,059
Total Net Change to the General Fund		\$ (324,300)		

STREET FUND 101				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 10,000	\$ 10,000	
		\$ 10,000	\$ 10,000	
Employee Salaries Seasonal Salaries	E	\$ 25,000		\$ 25,000
Employee Benefits Seasonal Benefits	E	\$ 10,000		\$ 10,000
Roadside Maintenance (Tree Removal Contract)	E	\$ 60,000		\$ 60,000
Street Fund Expenditure Adjustment Total		\$ 95,000		\$ 95,000
Total Net Change to the Street Fund		\$ (85,000)		
TRANSPORTATION BENEFIT DISTRICT FUND 104				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
TBD Sales Tax 0.1%	R	\$ 87,000	\$ 87,000	
Investment Interest	R	\$ 15,000	\$ 15,000	
Transportation Benefit District Revenue Total		\$ 102,000	\$ 102,000	
	E	\$ -		\$ -
Transportation Benefit District Expenditure Total		\$ -		\$ -
Total Net Change to the Transportation Benefit District Fund		\$ 102,000		
CONTINGENCY FUND 102				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 45,000	\$ 45,000	
Contingency Fund Revenue Adjustment Total		\$ 45,000	\$ 45,000	\$ -
BUDGET STABILIZATION FUND 105				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 19,000	\$ 19,000	
Contingency Fund Revenue Adjustment Total		\$ 19,000	\$ 19,000	\$ -
STRATEGIC OPPORTUNITY FUND 106				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 80,000	\$ 80,000	
Recreation and Conservation Grant Reimbursement	R	\$ 1,350,000	\$ 1,350,000	
Transfer In from Capital Improvement Fund (301)	R	\$ 600,000	\$ 600,000	
Strategic Opportunity Revenue Total		\$ 2,030,000	\$ 2,030,000	
Lakefront Park Property Development	E	\$ 870,000		\$ 870,000
IF Loan Sewer Capital		\$ 877,206		\$ 877,206
Strategic Opportunity Expenditure Total		\$ 1,747,206		\$ 1,747,206
Total Net Change to the Strategic Opportunity Fund		\$ 282,794		

ARPA FUND 107				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
	R	\$ -	\$ -	
ARPA Fund Revenue Adjustment Total		\$ -	\$ -	
Lost Revenue General Governmental Services, Municode, Pub Safety	E	\$ 1,332,993		\$ 1,332,993
ARPA Management, RCR, & Auditing Services: Tran to General Fund	E	\$ -		\$ -
Lost Rev. General Governmental Services: Surface Water Master Plan	E	\$ 200,000		\$ 200,000
Lost Revenue Surface Water Material Cover Bins	E	\$ -		\$ -
ARPA Fund Expenditure Adjustment Total		\$ 1,532,993		\$ 1,532,993
Total Net Change to the ARPA Fund		\$ (1,532,993)		
CAPITAL IMPROVEMENT FUND 301				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Interest Investment	R	\$ 35,000	\$ 35,000	
Capital Improvement Fund Revenue Adjustment Total		\$ 35,000	\$ 35,000	\$ -
Transfer Out to Strategic Opportunity Fund 106	E	\$ 600,000		\$ 600,000
Capital Improvement Fund Expenditure Adjustment Total		\$ 600,000	\$ -	\$ 600,000
Total Net Change to the Transportation Benefit District Fund		\$ (565,000)		
TRANSPORTATION CAPITAL FUND 302				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Investment Interest	R	\$ 70,000	\$ 70,000	
Transportation Capital Fund Adjustment Total		\$ 70,000	\$ 70,000	
Safe Streets - Early Action: Traffic Improvements & Studies	E	\$ 110,000		\$ 110,000
Transportation Capital Fund Revenue Adjustment Total		\$ 110,000		\$ 110,000
Total Net Change to the Transportation Capital Fund		\$ (40,000)		
SEWER UTILITY FUND 401				
<u>Title</u>		<u>2023-2024</u> <u>Budget Amount</u>	<u>Total Revenue</u>	<u>Total</u> <u>Expenditure</u>
Sewer Utility Serv Charge - Utility Tax	R	\$ 50,000	\$ 50,000	
Investment Interest	R	\$ 21,000	\$ 21,000	
Sewer Utility Fund Revenue Adjustment Total		\$ 71,000	\$ 71,000	
Employee Salaries	E	\$ 15,000		\$ 15,000
Employee Benefits	E	\$ 6,000		\$ 6,000
Sewer Utility Tax	E	\$ 50,000		\$ 50,000
Sewer Utility Fund Expenditure Adjustment Total		\$ 71,000		\$ 71,000
Total Net Change to the Sewer Utility Fund		\$ -		

SURFACE WATER UTILITY FUND 403

<u>Title</u>		<u>2023-2024</u>		<u>Total</u>
		<u>Budget Amount</u>	<u>Total Revenue</u>	<u>Expenditure</u>
Surface Water Serv Charge- Utility Tax	R	\$ 40,000	\$ 40,000	
Transfer In from ARPA Fund for SW Master Plan Orig Budget	R	\$ 200,000	\$ 200,000	
Investment Interest	R	\$ 20,000	\$ 20,000	
		<u>\$ 260,000</u>	<u>\$ 260,000</u>	
Employee Salaries	E	\$ 35,000		\$ 35,000
Employee Benefits	E	\$ 14,000		\$ 14,000
Surface Water Maintenance (Tree Removal Contract)	E	\$ 10,000		\$ 10,000
Surface Water Utility Tax	E	\$ 40,000		\$ 40,000
System Maintenance & Operations	E	\$ 50,000		\$ 50,000
Surface Water Master Plan	E	\$ 200,000		\$ 200,000
Surface Water Utility Fund Revenue Adjustment Total		<u>\$ 349,000</u>		<u>\$ 349,000</u>
Total Net Change to the Surface Water Utility Fund		(89,000)		

SURFACE WATER CAPITAL FUND 404

<u>Title</u>		<u>2023-2024</u>		<u>Total</u>
		<u>Budget Amount</u>	<u>Total Revenue</u>	<u>Expenditure</u>
Investment Interest	R	\$ 15,000	\$ 15,000	
Surface Water Capital Revenue Adjustment Total		<u>\$ 15,000</u>	<u>\$ 15,000</u>	
35th Ave Drainage - Design	E	\$ 136,000		\$ 136,000
35th Ave Drainage - Construction	E	\$ 424,000		\$ 424,000
28th Ave Culvert Repair Design	E	\$ 30,000		\$ 30,000
28th Ave Culvert Repair Construction	E	\$ 125,000		\$ 125,000
Surface Water Capital Fund Expenditure Adjustment Total		<u>\$ 715,000</u>		<u>\$ 715,000</u>
Total Net Change to the Surface Water Capital Fund		(700,000)		

VEHICLE & EQUIPMENT REPLACEMENT FUND 501

<u>Title</u>		<u>2023-2024</u>		<u>Total</u>
		<u>Budget Amount</u>	<u>Total Revenue</u>	<u>Expenditure</u>
Transfer In from General Fund Police Foundation Donation	R	\$ 30,499	\$ 30,499	
Investment Interest	R	\$ 15,000	\$ 15,000	
Vehicle and Equipment Revenue Adjustment Total		<u>\$ 45,499</u>	<u>\$ 45,499</u>	
Police Vehicle Replacement: Tahoe Outfitting	E	\$ 30,499		\$ 30,499
Public Works Contract Fund Expenditure Adjustment Total		<u>\$ 30,499</u>		<u>\$ 30,499</u>
Total Net Change to the Vehicle & Equipment Fund		\$ 15,000		

Please see the table below that shows allocation changes by fund.

Fund No.	Fund Name	Actual Beginning Fund	2023-2023 Adopted/Amended		2023-2024 Proposed Budget Amendment		Projected Ending Fund
			Revenue	Expenditure	Revenue	Expenditure	
001	General Fund	7,879,903	23,335,544	24,883,794	24,056,303	25,928,853	6,007,353
101	Street Fund	766,207	1,660,000	1,643,353	1,670,000	1,738,353	697,854
102	Council Contingency Fund	742,970	10,000	-	55,000	-	797,970
104	Transportation Benefit District	689,364	1,149,500	804,686	1,251,500	804,686	1,136,178
105	Budget Stabilization Fund	323,554	2,000	-	21,000	-	344,554
106	Strategic Opportunity Fund	756,196	730,000	362,000	2,760,000	2,109,206	1,406,990
107	ARPA Fiscal Recovery Fund	2,724,742	-	1,230,000	-	2,724,742	-
301	Capital Improvement Fund	1,833,074	1,244,500	309,000	1,279,500	909,000	2,203,574
302	Transportation Capital Fund	2,370,096	5,281,805	6,583,273	5,351,805	6,693,273	1,028,628
303	Facilities Maintenance Fund	958,019	354,500	685,500	354,500	685,500	627,019
401	Sewer Utility Fund	932,732	7,789,788	7,789,400	7,860,788	7,860,400	933,120
402	Sewer Capital Fund	2,725,903	404,000	-	404,000	-	3,129,903
403	Surface Water Utility Fund	1,249,247	3,263,981	3,374,153	3,523,981	3,723,153	1,050,075
404	Surface Water Capital Fund	1,394,820	995,000	1,636,000	1,010,000	2,351,000	53,820
406	Sewer Bond Reserve	108,291	2,000	-	2,000	-	110,291
407	PW Trust Fund Repayment Fund	647,195	495,500	488,004	495,500	488,004	654,691
501	Replacement Fund	779,264	1,303,170	577,300	1,348,669	607,799	1,520,134
502	Information Technology Fund	150,000	309,154	336,533	309,154	336,533	122,621

Alternatives

Options	Results
<ul style="list-style-type: none">Adopt budget amendment ordinance	Aligning the budget to reflect additional revenues and expenditures
<ul style="list-style-type: none">Do not adopt budget amendment ordinance	Keep the budget appropriations as currently adopted and not align the budget numbers to reflect the current financial allocations.

Staff Recommendation

Adopt Ordinance 24-1294/Amending budget ordinance 23-1281.

ORDINANCE NO. 24-1294

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING THE ADOPTED BIENNIAL BUDGET OF THE CITY OF LAKE FOREST PARK FOR THE YEARS 2023-2024, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, State law, Chapter 35A.34 RCW provides for the biennial adoption of the City of Lake Forest Park’s budget and provides procedures for the filing of the proposed budget, deliberations, public hearings, and final fixing of the budget; and

WHEREAS, a budget for fiscal years 2023-2024 was adopted by Ordinance No. 1256 and subsequently amended by various ordinances; and

WHEREAS, the budget maintains levels of service for most City services and makes strategic investments in areas aligned with the City Council’s strategic plan goal areas; and

WHEREAS, the City is required by Chapter 35A.34. RCW to review all revenues and expenditures for each fund in the adopted budget; and

WHEREAS, the budget for fiscal years 2023-2024 is being amended for the mid-biennial budget adjustment; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. AMENDMENT. The 2023-2024 budget is hereby amended as follows:

Fund No.	Fund Name	Actual Beginning Fund	2023-2023 Adopted/Amended		2023-2024 Proposed Budget Amendment		Projected Ending Fund
			Revenue	Expenditure	Revenue	Expenditure	
001	General Fund	7,879,903	23,335,544	24,883,794	24,056,303	25,928,853	6,007,353
101	Street Fund	766,207	1,660,000	1,643,353	1,670,000	1,738,353	697,854
102	Council Contingency Fund	742,970	10,000	-	55,000	-	797,970
104	Transportation Benefit District	689,364	1,149,500	804,686	1,251,500	804,686	1,136,178
105	Budget Stabilization Fund	323,554	2,000	-	21,000	-	344,554
106	Strategic Opportunity Fund	756,196	730,000	362,000	2,760,000	2,109,206	1,406,990
107	ARPA Fiscal Recovery Fund	2,724,742	-	1,230,000	-	2,724,742	-
301	Capital Improvement Fund	1,833,074	1,244,500	309,000	1,279,500	909,000	2,203,574
302	Transportation Capital Fund	2,370,096	5,281,805	6,583,273	5,351,805	6,693,273	1,028,628
303	Facilities Maintenance Fund	958,019	354,500	685,500	354,500	685,500	627,019
401	Sewer Utility Fund	932,732	7,789,788	7,789,400	7,860,788	7,860,400	933,120
402	Sewer Capital Fund	2,725,903	404,000	-	404,000	-	3,129,903
403	Surface Water Utility Fund	1,249,247	3,263,981	3,374,153	3,523,981	3,723,153	1,050,075
404	Surface Water Capital Fund	1,394,820	995,000	1,636,000	1,010,000	2,351,000	53,820
406	Sewer Bond Reserve	108,291	2,000	-	2,000	-	110,291
407	PW Trust Fund Repayment Fund	647,195	495,500	488,004	495,500	488,004	654,691
501	Replacement Fund	779,264	1,303,170	577,300	1,348,669	607,799	1,520,134
502	Information Technology Fund	150,000	309,154	336,533	309,154	336,533	122,621

Section 2. AMENDMENT. The 2024 Amended Budgeted Positions and Salary Schedule and full-time employee authorization are attached as Exhibit A.

Section 3. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this ____ day of July, 2024.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: _____
Adopted: _____
Posted: _____
Published: _____
Effective: _____

2024 Amended Budgeted Positions and Salary Schedule

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Legislative							
Councilmembers-	7						600.00
Councilmembers	7						700
Executive							
Mayor	0.5						3,000.00
City Administrator	1						17,344.19
Human Resources Director	1	10,015.17	10,682.83	11,350.45	12,018.18	12,685.88	13,353.56
	2.5						
Judicial							
Municipal Court Judge	0.6						10,349.40
Court Administrator	1	7,165.84	7,643.65	8,121.46	8,599.26	9,077.06	9,554.90
Court Clerk	2.5	4,508.51	4,809.72	5,109.00	5,410.21	5,709.49	6,010.70
Probation Officer	0.2	5,751.97	6,136.20	6,520.44	6,902.75	7,286.98	7,669.38
Pro-tem Judges		\$65 per hour					
	4.3						
Municipal Services Dept.							
City Clerk	1	7,219.36	7,699.71	8,181.34	8,663.15	9,144.60	9,624.96
Deputy City Clerk	1	5,852.37	6,242.40	6,634.36	7,024.39	7,414.42	7,804.45
Deputy City Clerk-	1	5,682.94	6,061.61	6,442.16	6,820.82	7,199.49	7,578.16
Records Mgmt. & Office Support	0.85	5,356.69	5,711.80	6,070.44	6,426.14	6,784.19	7,139.89
Receptionist / Office Clerk	1	5,231.97	5,583.46	5,932.58	6,279.32	6,628.43	6,977.55
Passport Clerk	1.5	4,266.69	4,549.98	4,833.27	5,118.73	5,404.18	5,687.12
	5.35						
Finance/Info. Systems Dept							
Finance Director	1	10,939.35	11,668.54	12,397.87	13,127.20	13,856.51	14,584.66
Accounting Supervisor	1	7,551.17	8,054.63	8,558.05	9,061.46	9,564.88	10,068.29
Finance Specialist	2	5,204.07	5,551.62	5,897.33	6,244.88	6,592.43	6,939.98
Information System Manager	1	8,443.38	9,006.22	9,569.16	10,132.08	10,694.93	11,257.86
Accounting Clerk	0.6	4,650.69	4,961.95	5,271.19	5,582.44	5,891.68	6,200.92
	5.6						
Community Development							
Community Development Director	1	10,724.07	11,438.72	12,153.37	12,869.47	13,584.11	14,298.76
Senior Planner	1	7,371.48	7,863.18	8,352.83	8,846.60	9,336.24	9,827.95
Assistant Planner	1	5,477.98	5,842.91	6,207.84	6,572.77	6,937.69	7,302.62
Urban Forest Planner	0.75	6,889.23	7,348.77	7,806.38	8,267.85	8,725.46	9,185.00
	3.75						
Building							
Building Official	1	8,204.03	8,750.94	9,297.88	9,844.81	10,391.75	10,938.68
Permit Technician	0.8	5,218.73	5,566.50	5,914.27	6,262.05	6,609.82	6,957.59
Permit Coordinator	0	4,722.83	5,037.56	5,352.28	5,667.01	5,981.74	6,296.46
	1.8						
Emergency Management							
Emergency Manager	1	8,319.05	8,545.93	8,772.81	8,999.70	9,226.58	10,463.08
	1						
Police Department							
Police Chief	1						15,894.67
Lieutenant	2	8,565.68	9,137.88	9,707.75	10,278.74	10,849.82	12,255.07
Sergeant 2	4						9,759.35
Sergeant 1	0						9,272.39
Police Officer	9	6,601.32	7,123.68	7,690.68	8,248.85		
Limited Term Police Officer	3	6,601.32	7,123.68	7,690.68	8,248.85		
Detective	2	7,261.56	7,836.04	8,459.74	9,073.84		
Traffic	1	6,931.44	7,479.86	8,075.21	8,661.34		
K-9	1	6,931.44	7,479.86	8,075.21	8,661.34		
Support Services Officer	1	5,245.56	5,620.97	5,994.14	6,378.45		
Records Specialist	2	5,061.77	5,241.20	5,421.57	5,598.69	5,776.92	5,957.38
Domestic Violence Advocate	0.35	5,961.66	6,360.18	6,756.39	7,154.91	7,551.12	7,949.65
	26.35						

Public Works Department							
Public Works Director	1	11,773.55	12,126.02	12,884.91	13,642.33	14,399.60	15,158.64
Senior Project Manager	1	8,212.18	8,663.27	9,204.59	9,746.35	10,288.02	10,829.66
Project Manager	1	7,121.49	7,594.60	8,069.78	8,544.96	9,020.14	9,493.26
Public Works Superintendent	1	6,540.70	6,977.54	7,413.06	7,848.58	8,285.42	9,418.61
Environmental & Sustainability Specialist	1	6,214.61	6,628.89	7,043.70	7,458.83	7,871.45	8,286.17
PW Admin. Assistant	0.5	5,231.18	5,579.35	5,927.52	6,275.69	6,623.86	6,972.02
Lead Maintenance Worker	2	6,450.03	6,677.67	6,905.34	7,132.97	7,360.63	7,588.28
Maintenance Worker	4	6,000.04	6,211.80	6,423.57	6,635.31	6,847.09	7,058.87
Seasonal Maintenance Worker	1						31.13
	12.5						
Total Positions in Budget	63.15						



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	July 11, 2024
Originating Department	Executive
Contact Person	Phillip Hill, City Administrator
Title	Approval of Resolution 24-1959/Authorizing the Mayor to execute the Washington State Allocation Agreement Governing The Allocation of Opioid Settlement Funds Paid By Kroger, and execute the Subdivision Participation and Release Form

Legislative History

First Presentation	July 11, 2024 Regular Meeting
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Attachments:

1. Resolution 24-1959 Authorizing Execution of the Washington State Allocation Agreement Governing The Allocation of Opioid Settlement Funds Paid By Kroger and execution of the Subdivision Participation and Release Form
 2. Washington State Allocation Agreement Governing The Allocation Of Opioid Settlement Funds Paid By Kroger
 3. Subdivision Participation and Release Form – Kroger Settlement
-

Executive Summary

This agenda item seeks City Council authorization for the Mayor to execute two documents for the city to receive funds from the opioid settlement agreement with Kroger Co. ("Kroger"): 1) the allocation agreement between Washington State, counties and cities – *Washington State Allocation Agreement Governing The Allocation of Opioid Settlement Funds Paid by Kroger*, and 2) the *Subdivision Participation and Release Form* required by the Settlement Agreement with Kroger dated March 22, 2024. The deadline for the city to return the executed documents is August 12, 2024.

Background

Multiple states, counties, and cities throughout the nation have brought lawsuits over the last few years against various entities within the pharmaceutical supply chain that manufacture, distribute, and

dispense prescription opioids (the “Opioid Distributors”). The State of Washington has now reached a settlement with another Opioid Distributor – Kroger.

The City Council previously authorized the city to join the One Washington Memorandum of Understanding Between Washington Municipalities (“One Washington MOU”), which provides what the settlement funds can be used for and the percentage of funds allocated to each participant. Washington cities and counties with populations over 10,000 can join this Kroger settlement. If a sufficient number join, they will receive funds that must be spent on efforts to combat the opioid epidemic and at the percentages agreed in the One Washington MOU.

Fiscal & Policy Implications

The City’s execution of these documents will guarantee that the City receives a portion of the settlement proceeds from the Kroger Settlement; however, the amount is dependent on how many other jurisdictions decide to sign.

Staff Recommendation

Adopt Resolution 24-1959 authorizing the Mayor to execute the *Washington State Allocation Agreement Governing The Allocation of Opioid Settlement Funds Paid by Kroger* and the *Subdivision Participation and Release Form*.

RESOLUTION NO. 24-1959

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE DOCUMENTS NECESSARY
TO PARTICIPATE IN THE KROGER CO. OPIOID
SETTLEMENT AGREEMENT

WHEREAS, multiple states, counties, and cities throughout the nation have brought lawsuits over the last few years against various entities within the pharmaceutical supply chain that manufacture, distribute, and dispense prescription opioids; and

WHEREAS, Washington cities and counties with populations over 10,000 can join this settlement with Kroger Co., and if a sufficient number join, they will receive funds that must be spent on efforts to combat the opioid epidemic; and

WHEREAS, the City Council finds it is in the best interest of the City to execute the Washington State Allocation Agreement Governing The Allocation of Opioid Settlement Funds Paid By Kroger, and execute the Subdivision Participation and Release Form.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AUTHORIZATION. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the Washington State Allocation Agreement Governing The Allocation of Opioid Settlement Funds Paid By Kroger included as Attachment 1, and execute the Subdivision Participation and Release Form included as Attachment 2.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 11th day of July, 2024.

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1959

DRAFT

WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE
ALLOCATION OF OPIOID SETTLEMENT FUNDS PAID BY KROGER

JUNE 28, 2024

This Washington State Allocation Agreement Governing the Allocation of Opioid Settlement Funds Paid by Kroger (the “Allocation Agreement III”) governs the distribution of funds obtained from the Kroger Co. (“Kroger”) in connection with the resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State (“Local Governments”) against Kroger via the Kroger Settlement Agreement dated March 22, 2024 (“Settlement”). The Settlement can be accessed at <https://nationalopioidsettlement.com/>. The terms and definitions of the Settlement are incorporated into this Allocation Agreement III, and any undefined terms in this Allocation Agreement III are as defined in the Settlement.

1. This Allocation Agreement III is intended to be a State-Subdivision Agreement as defined in the Settlement. This Allocation Agreement III shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlement.
2. This Allocation Agreement III shall become effective only if all of the following occur:
 - A. The State of Washington joins the Settlement and becomes a Settling State as provided for in the Settlement.
 - B. The Settlement becomes final and effective and a Consent Judgment is filed and approved as provided for in the Settlement.
 - C. The number of Local Governments that execute and return this Allocation Agreement III satisfies the participation requirements for a State-Subdivision Agreement as specified in the Settlement.
3. Requirements to become a Participating Local Government. To become a Participating Local Government that can participate in this Allocation Agreement III, a Local Government must do all of the following:
 - A. The Local Government must execute and return this Allocation Agreement III.
 - B. The Local Government must release its claims against Kroger identified in the Settlement and agree to be bound by the terms of the Settlement by timely executing and returning the Participation Form, which is Exhibit K of the Settlement.
 - C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss Kroger with prejudice from their lawsuits.

- D. Each of the Local Governments that is eligible to participate in this Allocation Agreement III has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities (“MOU”) agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 1. By executing this Allocation Agreement III, the local government agrees and affirms that the MOU applies to and shall govern the Local Government Share as modified by this Allocation Agreement III for the Settlement.

A Local Government that meets all of the conditions in this paragraph shall be deemed a “Participating Local Government.”

4. This Allocation Agreement III applies to the State of Washington’s allocation of the (1) Adjusted State Remediation Payment and (2) Additional Remediation Amount, which collectively shall be referred to as the “Washington Abatement Amount.” As specified in the Settlement, the Washington Abatement Amount will vary dependent on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.
5. This Allocation Agreement III does not apply to the State Cost Fund, State AG Fees and Costs, or any attorneys’ fees, fees, costs, or expenses referred to in the Settlement or that are paid directly or indirectly via the Settlement to the State of Washington (“State’s Fees and Costs”).
6. This Allocation Agreement III and the MOU are a State Back-Stop Agreement. Kroger is paying a portion of the Local Governments’ attorneys’ fees and costs as provided for in the Settlement. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlement, the MOU, and this Allocation Agreement III combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Settlement, then the maximum that the firm can receive is \$150,000 for fees as to the Kroger Settlement.)
7. No portion of the State’s Fees and Costs and/or the State Share as defined in Paragraphs 5 and 9 of this Allocation Agreement III shall be used to fund the Government Fee Fund (“GFF”) referred to in Paragraph 11 of this Allocation Agreement III 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.
8. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlement, except as allowed by the 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 to Participating Local Governments pursuant to the MOU as amended and modified in this Allocation Agreement III.
11. For purposes of this Allocation Agreement III only, the MOU is modified as follows and any contrary provisions in the MOU are struck:
 - A. Exhibit A of the MOU is replaced by Exhibit E of the Settlement.
 - B. The definition of “Litigating Local Governments” in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in the Settlement and shall also include any local government that notified Judge Polster in Case No. 1:17-md-02804-DAP of its intent to sue Kroger in 2023 after the release of updated ARCOS data.
 - C. The definition of “National Settlement Agreement” in Section A.6 of the MOU shall mean the Settlement.
 - D. The definition of “Settlement” in Section A.14 of the MOU shall mean the Settlement.
 - E. The MOU is amended to add new Section C.4.g.vIII, which provides as follows:

“If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the 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.IIIi of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local

Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension.”

- F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the MOU and the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney’s Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022). All amounts that the City of Seattle has contributed to the GFF shall be returned to the City of Seattle by the Settlement Administrator rather than paid to Hagens Berman Sobol Shapiro LLP.
- G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the GFF Administrator.
- H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions’ contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.
- I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the 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 Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys’ Fees, Costs, and Expenses, which is Exhibit R of the Settlement, amounts due to Participating Litigating Subdivisions’ attorneys under this Allocation Agreement III shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop

agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlement, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlement.

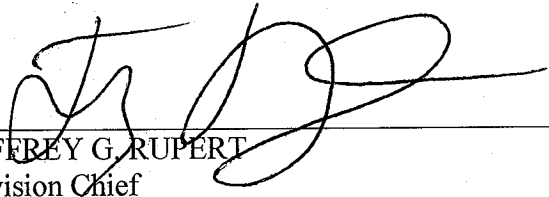
- J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.
 - K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the Settlement shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement III apply) of any Litigating Local Government contingency fee agreement referred to above has been met.
 - L. To the extent there are any excess funds in the GFF, the 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 III, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*
 - 13. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement III as well as the receipt and expenditure of the funds from the Settlement for no less than five (5) years.
 - 14. If any party to this Allocation Agreement III 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 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 (III) 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 Kroger is subject to the requirements of the MOU and this Allocation Agreement III.

16. Upon request by Kroger, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the Settlement.
17. Venue for any legal action related to this Allocation Agreement III (separate and apart from the MOU or the 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 III have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement III.

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General



JEFFREY G. RUPERT
Division Chief

Date: 6-28-2024

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: _____

Authorized signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
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 Rohrbach L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

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

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

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

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

E. General Terms

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

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

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

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

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

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

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

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

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART TWO: PREVENTION

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

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

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

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

G. PREVENT MISUSE OF OPIOIDS

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

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

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

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

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

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

PART THREE: OTHER STRATEGIES

I. **FIRST RESPONDERS**

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

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

J. **LEADERSHIP, PLANNING AND COORDINATION**

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

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

K. **TRAINING**

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

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

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

L. RESEARCH

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

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

EXHIBIT B

Section 8, Item B.

County	Local Government	% Allocation
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Adams County

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

Asotin County

Asotin County	0.4694498386%
Asotin	
Clarkston	
County Total:	0.4694498386%

Benton County

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

Chelan County

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

Clallam County

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

EXHIBIT B

Section 8, Item B.

County	Local Government	% Allocation
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Clark County

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

Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
County Total:	0.0561699537%

Cowlitz County

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

Douglas County

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

Ferry County

Ferry County	0.1153487994%
Republic	
County Total:	0.1153487994%

EXHIBIT B

Section 8, Item B.

County	Local Government	% Allocation
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Franklin County

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

Garfield County

Garfield County	0.0321982209%
Pomeroy	
County Total:	0.0321982209%

Grant County

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

EXHIBIT B

Section 8, Item B.

County	Local Government	% Allocation
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Grays Harbor County

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

Island County

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

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

EXHIBIT B

Section 8, Item B.

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

EXHIBIT B

Section 8, Item B.

County	Local Government	% Allocation
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Kitsap County

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

Kittitas County

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

Klickitat County

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

Lewis County

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

EXHIBIT B

Section 8, Item B.

County	Local Government	% Allocation
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Lincoln County

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

Mason County

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

Okanogan County

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

Pacific County

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

EXHIBIT B

Section 8, Item B.

County	Local Government	% Allocation
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Pend Oreille County

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

Pierce County

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

San Juan County

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

EXHIBIT B

Section 8, Item 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%
County Total:	1.6910058544%

Skamania County

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

Snohomish County

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

EXHIBIT B

Section 8, Item B.

County	Local Government	% Allocation
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Spokane County

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

Stevens County

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

Thurston County

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

Wahkiakum County

Wahkiakum County	0.0596582197%
Cathlamet	
County Total:	0.0596582197%

EXHIBIT B

Section 8, Item B.

County	Local Government	% Allocation
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Walla Walla County

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

Whatcom County

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

Whitman County

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

EXHIBIT B

Section 8, ItemB.

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

*** - Local Government appears in multiple counties B-12

Exhibit C

KING COUNTY REGIONAL AGREEMENT

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

EXHIBIT K**Subdivision Participation and Release 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 March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

City Administrator Report
City of Lake Forest Park

Date: July 11, 2024

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

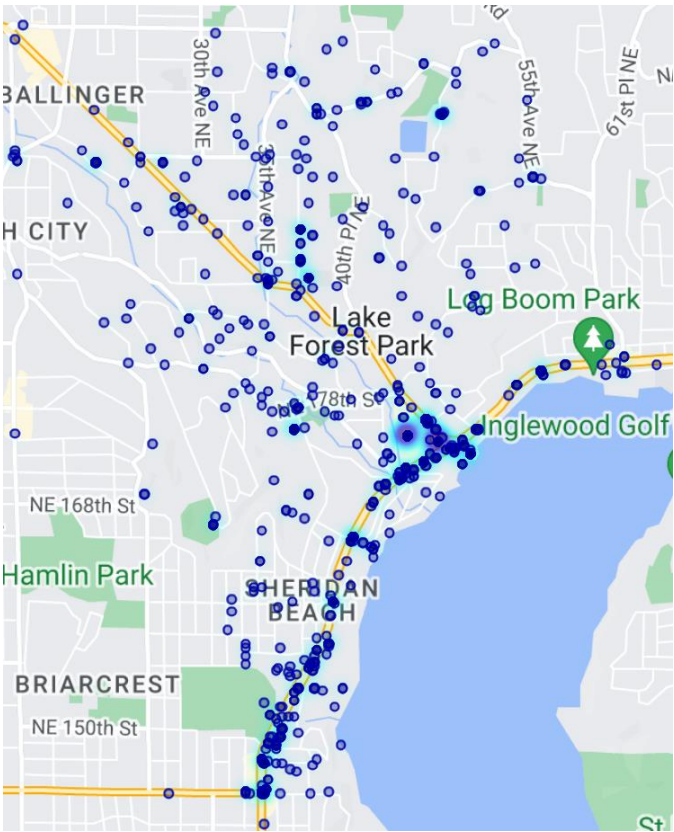
CC: Honorable Mayor Tom French
Leadership Team

The City Administrator Report is meant to provide the council, staff and community an update on the activities of the City and on issues that concern the City. This memo will be provided in each Council packet and is divided into key sections.

Please let me know if you have any questions or need additional information about any of the following items and please feel free to contact any of the department heads for additional information.

I. Intergovernmental and local issues update.

Police Department



Police incidents heatmap for
June 2024:
Each blue dot is an incident generated by
dispatch or an officer.
This map represents **899** Incidents in **June**.

Traffic Stop - General	366
Questionable Activity	60
Contact of a Person	43
E911	41
Alarm	25
LFPPD Warrants	23
Theft	20
Welfare Check	18
Traffic Accident	12
Hit & Run	7
Disturbance	6
Burglary	6
Mal Misch	5
Domestic	3
Drugs	2

Case Reports Taken for June 2024

Theft	9	Recovered Property	2
Warrant arrest	5	Property, found	1
Burglary	5	Warning, trespass	1
Domestic	4	Eluding police officer	1
DUI	3	Informational report	1
Trespass	3	APS	1
Behavioral Health	3	Welfare check	1
Malicious mischief	3	Surrendered Property	1
Assist outside agency	2	Park violation	1
Traffic offenses	2		
Total – 49			

Notable Incidents

A vigilant patrol officer identified a suspect with an outstanding warrant. When the suspect saw the officer, he ran, but a second officer intercepted and detained him without using any force.

Concerned citizens alerted the police about a large group of juveniles, approximately 30 or 40, gathering on the 17000 block of Beach Drive NE. It was discovered that they were preparing to play a game of tag. No crime was committed.

Officers assisted Shoreline PD with a suspicious individual who was swinging a sledgehammer, talking to himself, and potentially threatening cars. The person eventually returned to his vehicle and left the scene.

Officers responded to a suspicious woman at the Sheridan Market who attempted to break into the garage. When confronted by employees, she became argumentative and threatening before leaving on foot. Officers searched the area but could not locate her.

Officers were challenged to a soccer match by six 12-year-old kids. The officers did their best but lost 2:1.

A distressed individual approached an officer during a traffic stop, claiming he was suffering from heat stroke and needed to go to the hospital. Firefighters assessed him, and Tri-Med transported him to Evergreen Hospital.

Officers responded to a one-vehicle rollover incident. Witnesses reported that the driver was speeding and lost control, resulting in the vehicle being completely destroyed. Although the driver was critically injured, he managed to exit the vehicle and was taken to the hospital. Preliminary indications suggested a possible suicide attempt.

Officers encountered a woman hiding in an alley behind the town center. She claimed to be a human trafficking victim from South Seattle and had taken a bus to Lake Forest Park. While waiting for the Seattle PD Human Trafficking Unit, she decided to leave with a "friend." The investigation is ongoing.

Officers responded to an overdose incident involving a 35-year-old male who was unconscious and not breathing. His father attempted CPR, but the man died before first responders arrived.

Officers responded to a theft in progress at Ross. Although the suspect had already fled, one officer intercepted him on NE 145th. When the officer activated his patrol lights, the suspect drove recklessly in the wrong lane, prompting the officer to terminate the pursuit.

A mentally ill individual with a small knife frightened Taco Bell employees. Though no threats were made, he expressed a need to return to the Lake City Way Library where he kept his belongings. Without sufficient cause for involuntary committal, he was transported to the library to retrieve his items.

A drug-impaired individual was banging on the windows of a residence in the middle of the night. Officers detained him, determining that no crime had been committed and no fire department evaluation was necessary. The individual requested transport to Lake City Way near Dick's Burgers.

Safety Fair

On Saturday, July 13th, 2024, between 10:00am and 3:00pm, the Lake Forest Park Police Department will host its 4th Annual "Safety Day for Kids."

This event is a fun-filled day of outdoor safety education for children featuring biking, hiking, and water activities. Children will have the opportunity to participate in a bicycle obstacle course to learn about traffic safety and considerate cycling. Our team of King County Search and Rescue representatives and Lake Forest Park Police Officers will discuss outdoor and water safety while giving away bicycle helmets and life jackets to children and adults with disabilities on a first-come, first-served basis. Shoreline Fire will offer tours of the fire truck and a Police K9 unit will also be in attendance. Children will receive free "safety bags" and we'll have even more to offer this year –like a bounce house, a cotton candy machine, a dunk tank, and several food vendors—as we move to the lower-level parking lot for greater visibility and more space.



II. Internal City Information

Human Resources

- **Recruitment & Staffing Updates:**
 - The part-time Court Clerk position has been filled with new hire Alisha Bhatti. Fun fact: Alisha was part of the recent graduating class from the Seattle FBI Citizens Academy that was attended by Chief Harden in June.
 - Lead Maintenance Worker, Keith Munro, retired after almost 20 years of service at the City. Public Works has hired Damany DeGrant to fill the Lead Maintenance Worker role. In addition, Seasonal Maintenance Worker Tanner Martinez was promoted to a regular status Maintenance Worker. A conditional offer has also been made to fill the remaining Maintenance Worker vacancy.
 - Municipal Services has hired Kate Guyon to fill the Records Management & Office Support Specialist position. She will begin in a few weeks, which will allow some crossover training prior to Caroline's retirement.
 - HR Director Moore completed phone interviews for the Receptionist/Office Clerk position. Selected candidates have been invited to in person interviews the week of July 8th.
 - A conditional offer has been made for the Sr. Planner vacancy.
- **Juneteenth Employee Event:** For a second year, HR Director Moore organized a small Juneteenth recognition event for staff. This included sharing information about the significance of Juneteenth and providing Strawberry soda (and strawberry sparkling water) to employees.

Municipal Services

Passport Services – June 2024

Passport services processed a total of 438 passport applications and took 261 passport photos. Total revenue for June 2024 is \$20,550. This is an increase of \$6,970 from June 2023 which saw 292 passport applications and 168 photos totaling \$13,580.

III. Council Information



Councilmember Goldman and City Administrator Hill had the pleasure of representing the city at the Regional Crisis Response Agency's one-year celebration.

IV. Response to Citizen and Council Comments

V. Contract Reporting

One agreement was administratively approved June 2024: AG-24-029 Avocette Technologies, Inc. / ServicePlus Operation Support Services for Accela.

VI. Legislative Update

VII. Community Events

VIII. Upcoming City Sponsored Events

IX. Meetings Calendar

[City Council Budget & Finance Committee Meeting \(hybrid meeting\)](#)

July 18, 2024, 6:00 PM - 7:30 PM @ City Hall and via Zoom

[More Details](#)

[City Council Committee of the Whole Meeting \(hybrid meeting\)](#)

July 22, 2024, 6:00 PM - 7:30 PM @ City Hall and via Zoom

[More Details](#)

Parks and Recreation Advisory Board Meeting (hybrid meeting)

July 23, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom

[More Details](#)

City Council Regular Meeting (hybrid meeting)

July 25, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom

[More Details](#)