

CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, September 08, 2022 at 7:00 PM

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

INSTRUCTIONS FOR PARTICIPATING IN 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/89896180737 Call into Webinar: 253-215-8782 | Webinar ID: 898 9618 0737

The City Council is providing opportunities for public comment by submitting a written comment or by joining the meeting webinar (via computer or phone) or by attending in person to provide oral public comment.

HOW TO PARTICIPATE WITH ORAL COMMENTS:

Sign up here https://app.waitwhile.com/welcome/comment-sign-up between 9:00 a.m. and 5:00 p.m. on the day of the meeting to provide Oral Comments during the meeting.

If you are in person at the meeting, 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.

If you are attending the meeting via Zoom, in order to address the Council during the Public Comment section of the agenda, please use the "raise hand" feature at the bottom of the screen. Oral comments are limited to 3:00 minutes per speaker. Individuals wishing to speak to agenda items will be called to speak first in the order they have signed up. The City Clerk will call your name and allow you to speak. Please state your name and whether you are a resident of Lake Forest Park. The meeting is being recorded.

HOW TO SUBMIT WRITTEN COMMENTS:

https://www.cityoflfp.com/615/Hybrid-City-Council-Meetings (use CTRL+CLICK to open this link)

Written comments for public hearings will be submitted to 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. <u>Because the City has implemented oral comments</u>, written comments are no longer being read under Citizen 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.com

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

AGENDA

- 1. CALL TO ORDER: 7:00 PM
- 2. PLEDGE OF ALLEGIANCE
- 3. ADOPTION OF AGENDA
- 4. PROCLAMATIONS
 - A. Puget Sound Starts Here Month

5. PUBLIC HEARINGS

- **A.** Public Hearing on Ordinance 1248 Renewing interim development regulations as authorized by the Growth Management Act relating to indoor emergency shelters and housing, transitional housing, and permanent supportive housing.
 - Staff presentation
 - Questions from Council
 - Open the public hearing for comments (3 minutes per speaker)
 - Staff address questions that may have been presented during public comments and from Council.
- B. Ordinance 1248 renewing interim development regulations relating to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing

6. PRESENTATIONS

A. Mayor's Proposed 2022-2024 Biennial Budget

7. CITIZEN 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 may direct staff to follow up on items brought up by the public. **Comments are limited to a three (3) minute time limit.**

8. 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. August 11, 2022 City Council Work Session Meeting Minutes

- B. August 11, 2022 City Council Special Meeting Minutes
- C. August 22, 2022 City Council Committee of the Whole Meeting Notes
- D. City Expenditures for the Period Ending August 25, 2022 (prepaid)
- E. City Expenditures for the Period Ending September 8, 2022

9. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL

A. Ordinance 1249 – Amending Chapter 13.08 of the Lake Forest Park Municipal Code, Sewer Service and Use, regarding rates

10. ORDINANCES AND RESOLUTIONS FOR ACTION

- A. Resolution 1854 Authorizing the Mayor to execute the Distributors Washington Settlement Participation Form related to the nationwide opioid litigation
- B. Resolution 1855 Authorizing the Mayor to execute the Allocation Agreement related to the allocation and use of opioid litigation settlement proceeds between the State and eligible cities and counties
- C. Resolution 1856 Authorizing the Mayor to Sign the Amendment to the Conservation Futures Interlocal Cooperation Agreement Between King County and the City of Lake Forest Park for Open Space Acquisition Projects

11. COUNCIL DISCUSSION AND ACTION

12. OTHER BUSINESS

13. COUNCIL COMMITTEE REPORTS

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

14. EXECUTIVE SESSION

A. Executive Session regarding potential or continued litigation, per RCW 42.30.110(1)(i)

15. ADJOURN

FUTURE SCHEDULE

Monday, September 12, 2022 City Council Budget and Finance Committee Special Meeting 6 pm hybrid meeting (Zoom and City Hall)

Thursday, September 15, 2022 City Council Budget and Finance Committee Meeting 6 pm *hybrid meeting (Zoom and City Hall)*

Monday, September 19, 2022 City Council Committee of the Whole Meeting 6 pm *hybrid meeting* (Zoom and City Hall)

Thursday, September 22, 2022 City Council Work Session Special Meeting 6 pm *hybrid meeting (Zoom and City Hall)*

Thursday, September 22, 2022 City Council Regular Business Meeting 7 pm *hybrid meeting (Zoom and City Hall)*

Monday, September 26, 2022 City Council Budget and Finance Committee Special Meeting 6 pm hybrid meeting (Zoom and City Hall)

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.



PROCLAMATION PUGET SOUND STARTS HERE MONTH

WHEREAS, we resolve to protect Puget Sound and its tributaries which are the source of our communities' wellbeing, health, economy and quality of life; and

WHEREAS, we acknowledge that we are on the land of the Coast Salish People of the Water, who have stewarded this land from time immemorial; and

WHEREAS, a healthy and vibrant Puget Sound defines our Northwest culture, as do our indigenous people's stories, our tribal Treaty responsibilities, and our shared legacy for future generations; and

WHEREAS, the health of Puget Sound is declining, and creatures and plants great and small, from our bull kelp forests, and salmon, to our orcas and shellfish and creatures are at risk from the human impacts of stormwater runoff, loss of natural habitats, and a changing climate; and

WHEREAS, we all have the power to protect our Puget Sound treasure, work together to discover and take clean water actions through the Puget Sound Starts Here Campaign; and

WHEREAS, in the month of September City of Lake Forest Park will join with other governing bodies, organizations and community groups to strengthen stewardship of our shared watershed and encourage all to take action to improve the health of Puget Sound.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park, do hereby proclaim September 2022 as:

Puget Sound Starts Here Month

in the city of Lake Forest Park and urge all residents to support clean water and healthy habitat by joining us in this special observance and discover how to make a difference and be part of the solution!

IN WITNESS WHEREOF, signed this 8th day of September, 2022.

Jeff Johnson, Mayor	



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date September 8, 2022

Originating Department Planning and Building Department

Contact Person Steve Bennett, Planning Director

Title Ordinance 1248 renewing interim development regulations relating to

Emergency Shelters and Housing, Transitional Housing, and Permanent

Supportive Housing

Legislative History

First Presentation: Regular City Council meeting September 9, 2021

- Second Presentation: Regular City Council meeting September 23, 2021
- Third Presentation: Special City Council meeting November 18, 2021
- Fourth Presentation: Regular City Council meeting March 10, 2022
- Fifth Presentation: Regular City Council meeting September 8, 2022

Attachments:

- 1. Ordinance No. 1248 renewing interim regulations adopted in Ordinance 1227
- 2. Ordinance No. 1227 adopting interim development regulations relating to indoor Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing

Executive Summary

Council is considering Ordinance No. 1248, which would renew for a second time the interim development regulations in Ordinance No. 1227, which was adopted by Council on September 23, 2021 (Attachment 2). Council has previously held two public hearings on this matter and would hold a third public hearing prior to deliberating on Ordinance No. 1248. Under the Growth Management Act (GMA), interim regulations may be in effect for six months and may be renewed for one or more sixmonth periods. The Administration recommends this second renewal of the interim regulations while the City is waiting for the Washington State Department of Commerce ("Commerce") to provide the City with the necessary guidance and data that could affect unit numbers, locations, and reasonable intensity, spacing, and occupancy requirements.

Background

E2SHB 1220, Emergency Shelters and Housing – Local Planning and Development, was adopted during the state legislature's 2021 regular session and became effective July 25, 2021. E2SHB 1220

amends statutory requirements for cities regarding affordable housing, emergency shelters and housing, and transitional and permanent supportive housing.

E2SHB 1220 provides in part that "[e]ffective September 30, 2021, a city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except in such cities that have adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit."

Prior to the adoption of Ordinance No. 1227, the LFPMC had two zoning districts that allowed hotels: Commercial Corridor (CC) and Town Center (TC). The CC zoning designation occurs on the three narrow parcels across Bothell Way NE from Town Center that comprise roughly one-third of an acre, and on one parcel occupied by North Park Heating and Sheet Metal on Ballinger Way that is about two-thirds of an acre. The Town Center zone includes an area of about 18 acres.

E2SHB 1220 also states that "[a] city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed." Currently, the TC, CC, and Residential (includes Southern Gateway-Corridor, Southern Gateway-Transition and Southern Gateway-Single-family Residential) zones do not list transitional housing or permanent supportive housing as permitted uses.

The interim regulations permit emergency housing and shelters in the CC zone, but not in the TC zone since the interim regulations removed hotels as a permitted use in the 18-acre TC zone. The interim regulations also add transitional and permanent supportive housing as permitted uses in the twelve zones that allow residential dwelling units as well as the CC zone.

The short September 30, 2021, deadline in E2SHB 1220 did not give the City sufficient time to investigate and analyze all options before adopting permanent development regulations. The short deadline also did not allow enough time for the City to receive necessary guidance and data from Commerce. The City has still not received this information from Commerce, but it is now expected in December of 2022.

Fiscal & Policy Implications

Alternatives

Options	Results
Approve the Ordinance	Interim regulations will remain in effect for six months, or until sooner repealed by the City Council
Do not approve the Ordinance	The current interim regulations will expire on September 22, 2022, and the City will not be in compliance with the statutory requirements until new interim or permanent regulations are adopted

Staff Recommendation

Section 5, ItemB.

Adopt Ordinance 1248 renewing interim development regulations relating to Emergency Shelters and Housing, Transitional Housing, and Permanent Supportive Housing.

ORDINANCE NO. 1248

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, RENEWING INTERIM DEVELOPMENT REGULATIONS AS AUTHORIZED BY THE GROWTH MANAGEMENT ACT RELATING TO INDOOR EMERGENCY SHELTERS AND HOUSING, TRANSITIONAL HOUSING, AND PERMANENT SUPPORTIVE HOUSING; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City's police power and is specifically authorized by RCW 35A.63.100; and

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has conferred upon the governing bodies of Washington cities the right to establish and adopt interim development regulations and renewals of interim regulation for one or more six-month periods; and

WHEREAS, on September 9, 2021, the City Council of Lake Forest Park adopted interim development regulations for indoor emergency shelters, emergency housing, transitional housing, and permanent supportive housing (together "Emergency Housing") in Ordinance No. 1227; and

WHEREAS, the interim development regulations were renewed in Ordinance No. 1236, after a public hearing held on March 10, 2022; and

WHEREAS, the interim regulations were adopted in response legislation adopted in 2021, that included an addition to RCW 35A.21.430, that among other things, requires cities to allow Emergency Housing in certain zones; prohibits cities from excluding transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed; and prohibits cities from excluding indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed (except if allowed in the majority of zones within a one-mile proximity to transit); and

WHEREAS, as authorized by RCW 35A.21.430, the interim regulations in Ordinance No. 1227 included reasonable occupancy, spacing, and intensity of use requirements on Emergency Housing to protect public health and safety while also using best efforts to not restrict the number of units below the number to be assigned to the City by the Washington State Department of Commerce ("Department of Commerce"); and

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WHEREAS, when the interim regulations were initially adopted, the City had not been provided with the data, as described in the 2021 amendment to RCW 36.70A.070(2)(a), from Department of Commerce to identify the number of housing units necessary to manage the City's projected growth, including Emergency Housing units; and

WHEREAS, due to the lack of data and recommended methodology from the Department of Commerce, in Ordinance No. 1227, the Council based reasonable intensity, spacing, and occupancy requirements on data that was currently available to the City; and

WHEREAS, recent communications from the Department of Commerce indicate that the City will not be provided information regarding a methodology and targets addressing Emergency Housing needs sooner than December of 2022; and

WHEREAS, once the City receives the necessary guidance and data from the Department of Commerce, the City will have the information necessary to adopt permanent regulations regarding Emergency Housing unit targets, locations, and reasonable intensity, spacing, and occupancy requirements.

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

<u>Section 1. FINDINGS</u>. The recitals and findings set forth above and those adopted in Ordinances No. 1227 and Ordinance No.1236 are hereby adopted as the City Council's findings in support of renewing the interim development regulations initially adopted in Ordinance No.1227.

Section 2. RENEWAL OF INTERIM DEVELOPMENT REGULATIONS. Having held a public hearing on September 8, 2022, regarding the renewal of the interim regulations adopted initially in Ordinance No. 1227, and pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, the interim development regulations adopted in Ordinance No. 1227 are hereby renewed.

Section 3. EFFECTIVE DURATION OF RENEWED INTERIM DEVELOPMENT REGULATIONS. The interim development regulations adopted in Ordinance No. 1227 are renewed and in effect for a period of six (6) months from the date this ordinance is effective and shall automatically expire, unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the City Council.

Section 4. REFERRAL TO STAFF. The Planning Director and/or his designee (the "Director") is hereby authorized and directed to develop appropriate permanent development regulations pursuant to Washington law, for review and recommendation for inclusion in the LFPMC regarding emergency housing and shelter, transitional housing, and permanent supportive housing as required by RCW 35A.21.430.

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<u>Section 5. SEVERABILITY.</u> 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 6. 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 7. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

of September, 2022.	the Lake Forest Park City Council this day
	APPROVED:
	Jeff Johnson Mayor
ATTEST/AUTHENTICATED:	
Matthew McLean City Clerk APPROVED AS TO FORM:	
Kim Adams Pratt City Attorney	
Introduced: Adopted: Posted: Published: Effective:	

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ORDINANCE NO. 1227

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ADOPTING INTERIM DEVELOPMENT REGULATIONS AS AUTHORIZED BY THE GROWTH MANAGEMENT ACT RELATING TO INDOOR EMERGENCY SHELTERS AND HOUSING, TRANSITIONAL HOUSING, AND PERMANENT SUPPORTIVE HOUSING; DECLARING AN EMERGENCY; PROVIDING FOR SERVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City's police power and is specifically authorized by RCW 35A.63.100; and

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim development regulations; and

WHEREAS, the Washington State Legislature recently passed E2SHB 1220, which, among other things, requires cities to allow indoor emergency shelters and housing, transitional housing, and permanent supportive housing in certain zones; and

WHEREAS, E2SHB 1220 provides, in part, that a city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed, and that a city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except if the city has adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit; and

WHEREAS, cities are allowed to adopt reasonable occupancy, spacing, and intensity of use requirements on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to protect public health and safety so long as those reasonable restrictions do not prohibit the number of units assigned to the city by the Washington State Department of Commerce ("Commerce"); and

WHEREAS, the City has not been provided with the data as described in section 2 of HB 1220(2)(a) by the Washington State Department of Commerce ("Department of Commerce") to develop a Housing Element of the Comprehensive Plan that ensures the vitality and character of established residential neighborhoods that:

Includes an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth, as provided by the department of commerce, including: (i) Units for moderate, low, very low, and extremely low-income households; and (ii) Emergency housing, emergency shelters, and permanent supportive housing; and

WHEREAS, the City communicated with the Department of Commerce on September 16, 2021 and requested the data as described in HB 1220; and

WHEREAS, the Department of Commerce indicated on September 16, 2021 that it does not have the data referenced in HB 1220, but is in the process of developing a Request for Proposals for a consultant to develop the data over the next year. The Department of Commerce will need to develop methodology first and expects to have draft data prepared in the summer of 2022; and

WHEREAS, due to the lack of data from the Department of Commerce, the Council finds that reasonable intensity, spacing, and occupancy requirements are necessary to protect the public health and must be based on data currently available to the City; and

WHEREAS, it is reasonable and necessary to utilize existing data until such time as the Department of Commerce provides the information regarding the City's projected housing needs identifying the number of housing units necessary to manage projected growth; and

WHEREAS, the 2020 Seattle/King County Point-In-Time Count of Persons Experiencing Homelessness identified 56 unsheltered individuals in North King County, within the cities of Bothell (part), Kenmore, Shoreline, Lake Forest Park, Woodinville, and Unincorporated Areas; and

WHEREAS, the 2019 Seattle/King County Point-In-Time Count of Persons Experiencing Homelessness identified 85 unsheltered individuals in North King County; and

WHEREAS, the population of the cities included in the North King County classification is approximately 110,000 people; and

WHEREAS, the Lake Forest Park makes up 12 percent of the population of the cities listed in the North King County classification; and

WHEREAS, based on an average number (2019 and 2020) of unsheltered individuals in North King County at 71 individuals, and the proportional share of population, 12 percent, the proportional share of unsheltered individuals the City would need to accommodate for is 9 individuals. Taking into account possible inaccuracy in the Point-In-Time method, accommodating fifteen (15) individuals would provide a sufficient number of permanent supportive housing, transitional housing, indoor

emergency housing or indoor emergency shelters necessary to accommodate the City's projected need for such housing and shelter; and

WHEREAS, these interim regulations will be reviewed by staff and the Council, and may be revised to generate more allowances based on the number of housing units necessary to manage projected growth; and

WHEREAS, the reasonable occupancy, spacing, and intensity requirement set in these interim regulations are necessary to preserve the public health and safety because they provide for basic health requirements, do not prevent the siting of a sufficient number of permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters, and are sufficient to accommodate the City's needs for such housing and shelter according to the existing data; and

WHEREAS, E2SHB 1220 includes a September 30, 2021, deadline for cities to comply, and the City Council has determined that to comply with the deadline and thoroughly analyze permanent regulations, interim development regulations adopted under the provisions of RCW 36.70A.390 are necessary to allow adequate time for the City to adopt permanent development regulations in compliance with E2SHB 1220;

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

<u>Section 1. PRELIMINARY FINDINGS.</u> The recitals and findings set forth above are hereby adopted as the City Council's preliminary findings in support of the interim development regulations imposed by this ordinance.

Section 2. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending Chapter 18.08 LFPMC as follows:

18.08.307 Emergency housing.

"Emergency housing" means temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.

18.08.308 Emergency shelter.

"Emergency shelter" means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement.

Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations.

. . .

18.08.528 Permanent supportive housing.

"Permanent supportive housing" means subsidized, leased housing with no limit on length of stay, paired with on-site or off-site voluntary services designed to support a person living with a disability to be a successful tenant in a housing arrangement, improve the resident's health status, and connect residents of the housing with community-based health care, treatment, and employment services.

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18.08.652 Transitional housing.

"Transitional housing" means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living.

Section 3. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending permitted use in the Town Center zone as follows:

18.42.020 Permitted uses.

A. The following uses are permitted in the Town Center zone, subject to the general provisions as set forth in this title, except where modified by this chapter:

- Accessory uses on-site.
- 2. Artisanal/craft production and retail subject to 18.42.040(E).
- Assisted housing facilities.
- Boutique hotel and temporary lodging.
- 45. Business offices and uses rendering professional, personal, medical-dental clinics, leasing offices, and instructional services subject to 18.42.040(F).
- 56. Cultural, entertainment, and recreational facilities.
- 67. Day care facilities Type I and Type II subject to 18.42.040(G).

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- 78. Electric vehicle charging stations.
- 89. Freestanding parking structures subject to 18.42.095, such as regional transit authority facilities.
- 949. Government buildings and uses.
- 104. Instructional institution.
- 112. Micro-mobility programs including bicycle sharing and scooter sharing and related infrastructure.
- 123. Multiple-family dwelling units.
- 134. Public markets.
- 145. Public utilities.
- 156. Retail sales and services subject to 18.42.040(H).
- B. Uses not listed. Uses not listed above may be authorized through a development agreement.

Section 4. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending permitted uses and adding limitations on uses in the Corridor Commercial (CC) zone as follows:

18.38.020 Permitted uses.

The following uses are permitted in the CC zone, subject to the off-street parking and landscaping requirements and other general provisions as set forth in this title, except where modified by this chapter:

- A. Retail sales of food and commodities, auto oriented services and sales, repair or sale of boats, motor vehicles, sale of food and alcohol for on-premises consumption, sale of gasoline or other fuels;
- B. Business offices and uses rendering professional, personal, and instructional services, such as real estate or insurance brokerages, consultants, medical or dental clinics, technical training, health clubs, and repair of jewelry, eyeglasses, clothing, household appliances and tools, or other such similar uses, vehicle or tool rentals, pet sales and veterinary clinics;

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- C. Government buildings and uses, including but not limited to City Hall, police stations, libraries, administrative offices, and other public service uses that are compatible with the intent of the CC zone;
- D. Hotels and motels;
- E. Public utilities;
- F. Adult use establishments; provided, however, that the operation of an adult use establishment shall be prohibited within 660 feet of any residential zone; and provided further, that adult use establishments shall not be operated concurrently within 660 feet of, nor within the same structure as, the operation of any other adult use establishment; and provided further, that no adult use establishment shall be located within 660 feet of schools, licensed day care centers, public parks, community centers or public libraries or churches which conduct religious or educational classes for minors.
- G. Emergency housing and emergency shelters subject to section 18.38.025 limitations on use, and transitional housing and permanent supportive housing subject to limitations on use in this ordinance.
- 18.38.025 Limitations on use. Emergency housing and emergency shelter uses in this zone shall be subject to the following further conditions and limitations:
 - A. Emergency housing and emergency shelter facilities are Type III decisions pursuant to LFPMC Ch. 16.26.180 (Code administrator's decision requiring notice).
 - B. On-site supervision must be provided at all times, unless it can be demonstrated through the operations plan that this level of supervision is not warranted for the population being housed.
 - C. The emergency housing or emergency shelter facilities must be located within a half mile walking distance of a bus or rail transit stop so that transit dependent residents are able to reach services and employment.
 - D. To avoid a concentration of emergency housing or emergency shelter facilities, at the time of application, there shall be no other approved emergency housing or shelter facility located within 1000 feet of the proposed emergency housing or shelter facility site. For the purposes of this subsection, distance shall be measured in a straight line between the closest property line of the existing facility and the closest property line of the proposed facility. For purposes of this section, if the City receives applications for proposed facilities that are within 1000 feet of each other, the first complete application received by the City shall be given priority.

- E. If provided, exterior lighting must be directed downward and glare must be contained within the facility site.
- F. The maximum number of residents in a facility is limited to the general capacity of the building and the level of staffing to be provided, but in no case more than 15.
- G. The organization managing and operating the emergency housing or emergency shelter facilities must submit a parking plan acceptable to the City showing that it has adequate parking to meet the expected demand from residents, staff, service providers and visitors.

Section 5. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted amending the sections of the LFPMC list below in the City's Residential Single-Family (RS) zones, Residential Multifamily (RM) zones, and Southern Gateway zones to allow as permitted uses transitional housing and permanent supportive housing subject to the limitations in Section 6 of this ordinance.

- a. 18.16.010 Permitted uses in RS-20 zone
- b. 18.18.010 Permitted uses in RS-15 zone
- c. 18.20.010 Permitted uses in RS-10 zone
- d. 18.21.010 Permitted uses in RS-9.6 zone
- e. 18.22.010 Permitted uses in RS-7.2 zone
- f. 18.24.020 Permitted uses in RM-3600 zone
- g. 18.26.020 Permitted uses in RM-2400 zone
- h. 18.28.020 Permitted uses in RM-1800 zone
- i. 18.30.020 Permitted uses in RM-900 zone
- j. 18.45.010 Permitted uses in Southern Gateway Single-Family Residential zone
- k. 18.46.030 Permitted uses in Southern Gateway Corridor zone
- I. 18.47.030 Permitted uses in Southern Gateway Transition zone

Section 6. ADOPTION OF INTERIM DEVELOPMENT REGULATIONS. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, interim development regulations are hereby enacted adopting limitations on transitional housing and permanent support housing where allowed as a permitted use:

- A. On-site supervision must be provided at all times, unless it can be demonstrated through the operations plan that this level of supervision is not warranted for the population being housed.
- B. On-site services such as laundry, hygiene, meals, case management, and social programs are limited to the residents and not available for drop in use by non-residents.

- C. The organization managing and operating the facility must submit a parking plan acceptable to the City showing that it is consistent with surrounding uses and has adequate parking to meet the expected demand from residents, staff, service providers, and visitors.
- D. The facility must be located within a half mile walking distance of a transit stop so that transit dependent residents are able to reach services and employment.
- E. To avoid a concentration of uses, facilities must be at least 1000 feet from any other permanent supportive housing or transitional housing facilities, calculated as a radius from the property lines of the site.

Section 7. EFFECTIVE DURATION OF INTERIM DEVELOPMENT
REGULATIONS. These interim development regulations set forth in this ordinance shall be in effect for a period of six (6) months from the date this ordinance is passed and shall automatically expire on March 23, 2022, unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the City Council.

Section 8. SET A PUBLIC HEARING. A public hearing shall be held by the City Council regarding these interim development regulations on or before November 22, 2021, as required by RCW 36.70A.390.

Section 9. REFERRAL TO STAFF. The Planning Director and/or his designee (the "Director") is hereby authorized and directed to develop appropriate permanent development regulations pursuant to Washington law, for review and recommendation for inclusion in the LFPMC regarding emergency housing and shelter, transitional housing, and permanent supportive housing as required by E2SHB 1220.

<u>Section 10. SEVERABILITY.</u> 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 11. 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 12. EFFECTIVE DATE. The City Council hereby finds and declares the deadlines in E2SHB 1220 for cities to adopt compliant development regulations cause an emergency which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. Pursuant to Matson v. Clark County Board of Commissioners, 79 Wn. App. 641, 904 P.2d 317 (1995), non-

Ordinance No. 1227 Page 8 of 9

exhaustive underlying facts necessary to support this emergency declaration are included in the "WHEREAS" clauses, above, all of which are adopted by reference as findings of fact as if fully set forth herein. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary of this ordinance at the earliest possible publication date.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this 23rd day of September, 2021.

APPROVED:

Jeff Johnson Mayor

ATTEST/AUTHENTICATED:

Evelyn Jahed City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt City Attorney

Introduced: September 9, 2021

Adopted: September 23, 2021
Posted: September 28, 2021

Published: September 28, 2021

Effective: September 23, 2021

CITY OF LAKE FOREST PARK CITY COUNCIL WORK SESSION MEETING MINUTES August 11, 2022 It is noted this meeting was held in person in the Emergency Operations Center at City Hall and virtually via Zoom. Councilmembers present: Tom French, Deputy Mayor; Phillippa Kassover, Council Vice-Chair; Lorri Bodi, Tracy Furutani, Larry Goldman, Jon Lebo (via Zoom), Semra Riddle Councilmembers absent: none Staff present: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Matt McLean, City Clerk Others present: 2 visitors **CALL TO ORDER** Mayor Johnson called the August 11, 2022, City Council work session meeting to order at 6:00 p.m. ADOPTION OF AGENDA Deputy Mayor French moved to approve the agenda as presented. Cmbr. Bodi seconded. The motion to approve the agenda as presented carried unanimously. Capital Improvement Plan – Budget Review for 2023-2024 Public Works Director Perrigo presented the item and responded to questions. **ADJOURNMENT** There being no further business, Mayor Johnson adjourned the meeting at 7:15 p.m. Jeff Johnson, Mayor

Matt McLean, City Clerk

CITY OF LAKE FOREST PARK CITY COUNCIL SPECIAL MEETING MINUTES August 11, 2022 It is noted this meeting was held in person in the City Council Chambers and remotely via Zoom. Councilmembers present: Tom French, Deputy Mayor; Phillippa Kassover, Lorri Bodi, Tracy Furutani, Larry Goldman, Jon Lebo (via Zoom), Semra Riddle Councilmembers absent: none Staff present virtually: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Steve Bennett, Planning Director; Cory Roche, Environmental and Sustainability Specialist; Matt McLean, City Clerk **Others present**: 22 visitors **CALL TO ORDER** Mayor Johnson called the August 11, 2022 City Council special meeting to order at 7:30 p.m. **FLAG SALUTE** Mayor Johnson gave the Pledge of Allegiance. **ADOPTION OF AGENDA Deputy Mayor French moved** to approve the agenda as presented. **Cmbr. Kassover** seconded. The motion to adopt the agenda as presented carried unanimously. PROCLAMATION – Honoring Lee Freeman for Service to the City Police Chief Harden read a proclamation honoring Lee Freeman for service to the City. PROCLAMATION – September 2022 as Childhood Cancer Awareness Month Deputy Mayor French read a proclamation for September 2022 as Childhood Cancer Awareness Month.

1 2	PROCLAMATION – September 2022 as National Recovery Month
3	Cmbr. Riddle read a proclamation for September 2022 as National Recovery Month.
4	
5	PRESENTATION – King County Regional Homelessness Authority regarding the Proposed
6	North King County Interlocal Agreement
7	Alovic Binck, Director of Sub-Regional Blanning and Equitable Engagement King County Region
8 9	Alexis Rinck, Director of Sub-Regional Planning and Equitable Engagement King County Regional Homelessness Authority, gave a presentation to the Council regarding the proposed North King
10	County interlocal agreement and responded to questions.
11	county interiodal agreement and responded to questions.
12	PRESENTATION – Community Partners
13	This state of the
14	Environmental and Sustainability Specialist Roche introduced representatives from the City's
15	community partners, who gave budget request presentations to the City Council.
16	
17	 Center for Human Services – Presenter Arra Rael, Diversity Equity Inclusion & Belonging
18	Manager
19	 Third Place Commons – Presenter Amy Whittenberg, Executive Director
20	 ShoreLake Arts – Presenter Quinn Elliott, Executive Director
21	Senior Center – Theresa LaCroix, Director
22	
23	CITIZEN COMMENTS
24	There were no comments from the mubic
25 26	There were no comments from the public.
20 27	CONSENT CALENDAR
28	CONSENT CALLIDAN
29	Cmbr. Furutani moved to approve the consent calendar as presented. Cmbr. Kassover
30	seconded. The motion to approve the consent calendar as presented carried
31	unanimously.
32	
33	1. July 28, 2022 City Council Special Work Session Meeting Minutes
34	2. July 28, 2022 City Council Regular Meeting Minutes
35	3. Approval of City Expenditures for the Period Ending August 11, 2022, covering Claims
36	Fund Check Nos. 83855through 83892 in the amount of \$279,496.80, Payroll Fund ACH
37	transactions in the amount of 148,464.88, and direct deposit transactions in the amour
38	of \$155,624.60are approved; additional ACH transactions US Bank, \$\$56,708.62;
39	Washington State Excise Tax, \$27.41; total approved Claims Fund transactions,
40	\$640,322.31
41	
12	

RESOLUTION 1853/Authorizing the Mayor to Sign a Professional Services Agreement with The
Watershed Company to Conduct a Tree Survey
Planning Director Bennett presented the item and responded to questions.
<u>Cmbr. Kassover moved</u> to suspend the three-touch rule. <u>Cmbr. Furutani seconded. The</u>
motion to suspend the three-touch rule carried unanimously.
<u>Cmbr. Kassover moved</u> to approve as presented Resolution 1853/Authorizing the
Mayor to Sign a Professional Services Agreement with The Watershed Company to
Conduct a Tree Survey. <u>Cmbr. Furutani seconded. The motion to approve Resolution</u>
<u>1853 carried unanimously.</u>
COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS
Councilmembers reported on meetings they attended.
ADJOURNMENT
There being no further business, the meeting was adjourned at 10:05 p.m.
Jeff Johnson, Mayor
sen somison, mayer
Matthew McLean, City Clerk

Section 8. ItemC.

CITY OF LAKE FOREST PARK COUNCIL COMMITTEE OF THE WHOLE MEETING NOTES August 22, 2022 6:00 PM

Councilmembers present: Tom French, Deputy Mayor; Lorri Bodi; Tracy Furutani, Larry Goldman, Phillippa Kassover, John Lebo, Semra Riddle (via Zoom

Councilmember absent: None

Staff present: Jeff Johnson, Mayor; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Mike Harden, Police Chief, Matt McLean, City Clerk

Others present: none

CALL TO ORDER

Deputy Mayor French called the August 22, 2022 Committee of the Whole meeting to order at 6:00 p.m.

Introduction to Implementation of Residential Parking Zones

Cmbr. Bodi gave a short presentation regarding setting up Residential Parking Zones. The Residential Parking Zones would be set up by adjacent property owners by the petition process. The Council would need to set up a process for setting up Residential Parking Zones.

After a discussion, the Council agreed to move forward with setting a procedure to establish Residential Parking Zones.

Continued Discussion of Speed Limit Reductions and Traffic Calming Methods

Deputy Mayor French gave a short presentation regarding the possibility of reducing speed limits within the city limits.

The Council discussed some methods for reducing speed limits on neighborhood streets, and the Council agreed to lower the speeds on neighborhood streets.

1

Other Business – none

Citizen Comments – There were no comments from the public.

Adjournment

There being no further business, the meeting adjourned at 7:45 p.	.m.
---	-----

Tom French, Deputy Mayor
Matt McLean, City Clerk

City of Lake Forest Park SORTED TRANSACTION CHECK REGISTER 8/25/2022

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, and that CLAIM FUND Check Nos. 83893 through 83952 in the amount of \$289,106.32, PAYROLL FUND ACH transactions in the amount of \$161,590.01 and DIRECT DEPOSIT transactions in the amount of \$164,206.75 are approved for payment this 25th day of August, 2022.

Additional approved transactions are:

ACH transaction Elavon in the amount of \$434.14

ACH transaction Invoice Cloud in the amount of \$869.20

ACH transaction Lexis Nexis in the amount of \$257.26

ACH transaction Washington State Excise Tax in the amount of \$4,921.71

ACH transaction Wex Bank in the amount of \$162.50

Total approved claim fund transactions: \$621,547.89

City Clerk

Finance Committee

Section 8, ItemD.

LAKE FOREST PARA

Accounts Payable

Voucher Approval Document

User:

dmeagher

Printed:

08/23/2022 - 12:32PM

Batch:

00025.08.2022

CLAIM VOUCHER CITY OF LAKE FOREST PARK 17425 BALLINGER WAY NE

LAKE FOREST PARK, WASHINGTON 98155

CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Forest Park, and that I am authorized to authenticate and certify to said claim.

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
001	General Fund	202,204.87
101	Street Fund	36,440.32
107	ARPA Fiscal Recovery Fund	27,386.77
302	Transportation Capital Fund	3,412.50
401	Sewer Utility Fund	8,996.56
403	Surface Water Fund	843.96
404	Surface Water Capital Fund	1,962.50
407	PWTF Repayment Fund	16.83
501	Vehicle Equip Replacement Fund	5,676.85
631.	Treasurer's Clearing Fund	8,679.93
635	Northshore Emergency Mgmt	130.04

Report Total:

295,751.13

Section 8, ItemD.

Accounts Payable

Computer Check Register

User:

dmeagher

Printed:

08/23/2022 - 12:29PM

Batch:

00025.08.2022

Bank Account:

Operatin



amount	Invoice No	Date	Vendor Name	Vendor No	Check
		8/25/2022	AARD Pest Control, Inc	AARDPEST	33893
109.00	60792				
109.00	-		Check 83893 Total:		
		8/25/2022	Washington Courts/Admin. O	ADMNCORT	3894
13.00	JS01365548				
13.00			Check 83894 Total:		
		8/25/2022	All Battery Sales & Service Ir	ALLBATT	3895
-2.25	800-10094678-2				
221.60	800-10095433				
219.35			Check 83895 Total:		
		8/25/2022	American Traffic Solutions In	AMERTRAF	3896
66,500.00	INV0038037				
66,500.00			Check 83896 Total:		
		8/25/2022	Brian Casey	BLUEWATC	3897
3,432.37	5003				
3,432.37	U. 		Check 83897 Total:		
		8/25/2022	City of Bothell	BOTHELL	3898
16,835.90	072722				
27,188.50	072722				
44,024.40			Check 83898 Total:		
		8/25/2022	Cadman Materials, Inc.	CADMAN	3899
113.93	5852428				
113.93			Check 83899 Total:		
		8/25/2022	Center for Human Services	CENTERFO	3900
25,720.21	2203-220630				
-5,000.00	2203220331-2				
20,720.21			Check 83900 Total:		
		8/25/2022	Century Link	CENTURY2	3901
26.15	2063630302 7/22				
31.37	2063630302 7/22				
26.15 16.73	2063630302 7/22				
4.18	2063630302 7/22 2063630302 7/22				
104.58	8		Check 83901 Total:		

Check	Vendor No	Vendor Name	Date	Invoice No	Section 8, ItemD.
83902	CHAELEEN	Nicole G Chae-Lee	8/25/2022		
				081722	130.00
		Check 83902 Total:			130.00
83903	CINTASFI	Cintas First Aid & Safety	8/25/2022		
		•		9187233145	1,000.02
				9187237372	457.21
				9187237372	548.63
				9187237372 9187237372	457.21
		1:		9187237372	292.61 73.15
		Check 83903 Total:			2,828.83
83904	CMHEAT	CM Heating	8/25/2022		
)22-PLUM-0054	96.60
		Check 83904 Total:			96.60
83905	CONFIDAT	James Santerelli Enterprises	8/25/2022		
				213520	15.00
				213520	15.00
				213520	15.00
				213520	30.00
		Check 83905 Total:			75.00
93000	CURTIS	Curtis Blue Line / LN Curtis ¿	0/05/2022		
83906	CORTIS	Curus Blue Line / Liv Curus (8/25/2022	INV621321	308.26
		Check 83906 Total:			308.26
92007	DAHMOH		0/05/0000		300.20
83907	DAILYJOU	Daily Journal of Commerce	8/25/2022	3380842	113.95
				à	
		Check 83907 Total:			113.95
83908	DATABAR	Databar	8/25/2022		
				257518	2,735.69
		Check 83908 Total:			2,735.69
83909	DEPTLIČC	Washington State Department	8/25/2022		,
03707	DLI ILICC	washington State Department	0/25/2022	080422	75.00
				080422	15.00
		Check 83909 Total:			90.00
22010	DACTRUDE		9/25/2022		y 0.00
83910	EASTPUBS	Eastside Public Safety Comm	8/25/2022	2075	614.16
				10871	64.87
				10870	1,155.91
				10871	77.85
				10871	64.87
				10871	41.52
				10871	10.38
		Check 83910 Total:		,	2,029.56
83911	GRAINGER	Grainger	8/25/2022		

Check	Vendor No	Vendor Name	Date	Invoice No	Section 8, ItemD.
		Check 83911 T	otal:		628.15
92012	HARDEN	Michael Harden	8/25/2022		
83912	HARDEN	Michael Harden	8/25/2022	081122	223.86
		Check 83912 T	otal:	2	223.86
83913	HARRINGS	Sheila Harrington	8/25/2022		
				081722	130.00
		Check 83913 T	otal:		130.00
83914	JETCITY	Jet City Printing, Inc.	8/25/2022	40.550	400.05
				49658	489.95
		Check 83914 T	otal:		489.95
83915	JOHNSTON	Johnston Group, LLC	8/25/2022		
				1354 1354	1,962.50
				1334	1,962.50
		Check 83915 T	otal:		3,925.00
83916	KCJAILWK	King County Finance	8/25/2022		
				2143130	3,954.00
				3003709	4,300.66
		Check 83916 T	otal:		8,254.66
83917	KCNETWRK	King County Finance	8/25/2022		
				11012730	517.50
				11012730	517.50
		Check 83917 T	Cotal:		1,035.00
83918	KCROAD	King County Finance	8/25/2022		
				120640	2,400.39
				120640 120641	31,082.47 1,174.69
				120740	1,856.10
		Check 83918 T	Cotal:	8	36,513.65
92010	KCVICTIM		8/25/2022		50,515105
83919	RCVICTIM	King County Finance	8/25/2022	073122	104.46
		Check 83919 T	otal:	8	104.46
83920	KDHCONSU	KDH Consulting, Inc	8/25/2022		
63920	TE TO THE	ADTI Consuming, inc	0/23/2022	57658	75.00
				57658	220.20
				57849	395.74
		Check 83920 T	Cotal:		690.94
83921	KNOWBE4	KnowBe4, Inc	8/25/2022		
				INV203235	4,577.96
		Check 83921 T	Cotal:		4,577.96
83922	LANGUAGE	Language Line Services	8/25/2022		

Check	Vendor No	Vendor Name	Date	Invoice No	Section 8, ItemD
*				10597899	9.60
		Check 83922 Total	ı:		9.60
83923	LFPCOURT	LFP Municipal Court	8/25/2022		
				070122	60.00
				071322 071122	136.00 136.00
				0/1122	130.00
		Check 83923 Total	:		332.00
83924	LOOMIS	Loomis	8/25/2022		
03724	20 O.M.D	2001115	0,23,2022	13064988	175.41
		Check 83924 Total	l:		175.41
83925	MADROLAW	Madrona Law Group, PLLC	8/25/2022		
				11465	372.00
				11463	6,470.00
				11466 11464	75.00 16,194.00
				11404	10,154.00
		Check 83925 Total	l:		23,111.00
83926	MCNAMARA	McNamara Industries Inc	8/25/2022		
			3.23.232	38097	374.85
				3	
		Check 83926 Total	l:		374.85
83927	MOON	Moon Security Service Inc.	8/25/2022		
				1148234	183.20
				1143731	434.00
				1143815	434.00
				1143828	434.00
				1144199	477.20
		Check 83927 Total	l:		1,962.40
83928	NORTHUTI	Northshore Utility District	8/25/2022		
				1410453	3,918.17
				1410453	1,105.28
				1410453	130.04
		Check 83928 Tota	1:	8	5,153.49
83929	OFFICEDE	Office Depot, Inc.	8/25/2022		
83929	OFFICEDE	Office Depot, Inc.	8/23/2022	256847456001	30.33
				256847456001	37.05
		Cl. Losson T.	ř.		67.38
3		Check 83929 Tota			07.36
	PACAIRCO	Pacific Air Control, Inc.	8/25/2022	50072	302.78
83930				50072	302.78
83930					
83930		Check 83930 Tota	1:		302.78
	DATCTDEE				302.78
83930 83931	PATSTREE	Check 83930 Tota Pat's Trees & Landscape Inc.	l: 8/25/2022	1052	302.78 1,853.51
	PATSTREE			1052	1,853.51
	PATSTREE		8/25/2022	1052	

Check	Vendor No	Vendor Name	Date	Invoice No	Section 8, ItemD.
				553926	92.84
				553926	92.84
				553926	92.84
				553926	92.84
				553926	121.31
				553926	145.56
				553926	121.31
				553926	77.64
				553926	19.41
				553926 553926	92.84 154.77
		Check 83932 Total:		5	1,104.20
					,
83933	PITNEYMR	Pitney Bowes Global Financia	8/25/2022		
				1021258475	542.28
		Check 83933 Total:			542.28
83934	PRIDEELE	OEG, Inc dba Pride Electric	8/25/2022		
		,	***************************************	428738	6,446.36
		Check 83934 Total:		5	6,446.36
2222	DOE				
83935	PSE	Puget Sound Energy	8/25/2022	122558 7/22	317.89
				300000000000000000000000000000000000000	
2		Check 83935 Total:			317.89
83936	REDCARP	Red Carpet Building Maint. Ir	8/25/2022		
				22-703	3,112.77
				22-704	1,700.00
		Check 83936 Total:			4,812.77
83937	SNOCOBED	Snohomish Co Sheriff's Office	8/25/2022		
				2022-7397	10,184.00
		Check 83937 Total:		9	10,184.00
2222					
83938	SNOCOMED	Snohomish County Sheriff's C	8/25/2022	2022-7418	7.71
		Check 83938 Total:			7.71
83939	STAPLES	Staples Advantage	8/25/2022		
				3514792245	36.31
		Check 83939 Total:			36.31
83940	STATEFIN	State Treasurer's Office	8/25/2022		
33710			0,20,202	073122	39.12
				073122	3,213.16
				073122	1,877.06
				073122	11.11
				073122	9.64
				073122	301.62
				073122	55.08
				073122	28.50
				073122	603.77
				073122	301.40

Check	Vendor No	Vendor Name	Date	Invoice No	Section 8, ItemD.
				073122	1,387.64
				073122 073122	77.50 117.38
				073122	117.56
		Check 83940 Total	al:		8,022.98
83941	SYMBOLA	Symbol Arts	8/25/2022		
				0437712	377.10
		Check 83941 Total	al:		377.10
83942	TELSOUND	James Driggs	8/25/2022		
				220729	17,745.50
		Check 83942 Tot	al·		17,745.50
92042	TOPSOIL	Topsoils Northwest Inc	8/25/2022		1,,
83943	TOFSOIL	ropsons Northwest file	0/23/2022	T107828	143.64
				,	***
		Check 83943 Total			143.64
83944	TRANSPO	Transpo Group USA Inc	8/25/2022	28568	1,450.00
				28308	1,450.00
		Check 83944 Total	al:		1,450.00
83945	UB*00544	Sara Stone	8/25/2022		
					69.43
		Check 83945 Tot	al:		69.43
83946	UB*00545	Jeffrey and Mardeth Hughes	8/25/2022		
					13,89
		Check 83946 Tot	al.	2	13.89
02047	LIBBANICOR				13.07
83947	URBANFOR	The FA Bartlett Tree Expert C	8/25/2022	2022-273	682.50
		Check 83947 Tot	al:		682.50
83948	USI	USI, Inc.	8/25/2022		11.55
				395165600010 395165600010	11.57 49.52
		Check 83948 Tot	al:		61.09
83949	UTILUND	Utilities Underground Locatio	8/25/2022	2070172	101.01
				2070173	101.91
		Check 83949 Tot	al:		101.91
83950	WALLYS	Wally's Towing, Inc.	8/25/2022		
				229371	97.88
		Check 83950 Tot	al:		97.88
83951	WSPBCK	Washington State Patrol	8/25/2022		
		0	v.=v==	123000186	63.00
				123000186	66.25
				123000050	11.00

Check	Vendor No	Vendor Name	Date	Invoice No	Section 8, ItemD.
		Check 8395	Total:		140.25
83952	YAKCO	Yakima County	8/25/2022	081022	3,187.85
		Check 83952	2 Total:		3,187.85
		Report Total	:		289,106.32

Section 8, ItemD.

Accounts Payable

Voucher Approval List

User:

dmeagher

Printed:

08/23/2022 - 12:31PM

Batch:

00025.08.2022



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
83893	8/25/2022	AARD Pest Control, Inc	PW Pest Control Services	001-710-518-30-41-01	109.00
83894	8/25/2022	Washington Courts/Admin. Office of the Courts	8/22 Domestic Violence Phone	001-500-557-20-42-00	13.00
83895	8/25/2022	All Battery Sales & Service Inc.	Scrap Return Credit	001-500-557-20-40-05	-2.25
83895	8/25/2022	All Battery Sales & Service Inc.	8/22 Battery Recycling	001-500-557-20-40-05	221.60
83896	8/25/2022	American Traffic Solutions Inc.	7/22 ATS Equipment Maintenance	001-321-521-70-41-00	66,500.00
83897	8/25/2022	Brian Casey	Police Wellness Training	001-300-521-20-49-01	3,432.37
83898	8/25/2022	City of Bothell	Second Quarter 2022 Dispatch Services	001-330-521-20-40-00	16,835.90
83898	8/25/2022	City of Bothell	Second Quarter 2022 Dispatch Services	001-330-521-20-40-01	27,188.50
83899	8/25/2022	Cadman Materials, Inc.	Road Surface Maintenance	101-720-542-30-40-00	113.93
83900	8/25/2022	Center for Human Services	Overpayment Refund	107-500-557-20-40-03	-5,000.00
83900	8/25/2022	Center for Human Services	ARPA Center for Human Services	107-500-557-20-40-03	25,720.21
83901	8/25/2022	Century Link	7/22 PW Fax Line	101-730-544-90-42-00	26.15
83901	8/25/2022	Century Link	7/22 PW Fax Line	403-770-553-50-42-00	31.37
-83901	8/25/2022	Century Link	7/22 PW Fax Line	401-750-535-00-42-00	26.15
83901	8/25/2022	Century Link	7/22 PW Fax Line	001-700-576-80-42-00	16.73
83901	8/25/2022	Century Link	7/22 PW Fax Line	001-710-518-30-42-00	4.18
83902	8/25/2022	Nicole G Chae-Lee	Korean Interpreter	001-200-512-50-49-04	130.00
83903	8/25/2022	Cintas First Aid & Safety	City Hall First Aid Kit Supplies	001-710-518-30-31-01	1,000.02
83903	8/25/2022	Cintas First Aid & Safety	Public Works First Aid Kit Supplies	101-730-544-90-31-01	457.21
83903	8/25/2022	Cintas First Aid & Safety	Public Works First Aid Kit Supplies	403-770-553-50-31-01	548.63
83903	8/25/2022	Cintas First Aid & Safety	Public Works First Aid Kit Supplies	401-750-535-00-31-01	457.21
83903	8/25/2022	Cintas First Aid & Safety	Public Works First Aid Kit Supplies	001-700-576-80-31-01	292.61
83903	8/25/2022	Cintas First Aid & Safety	Public Works First Aid Kit Supplies	001-710-518-30-31-01	73.15
83904	8/25/2022	CM Heating	Permit Refund 2022-PLUM-0054	001-000-322-12-00-00	96.60
83905	8/25/2022	James Santerelli Enterprises	7/22 Citywide Shredding	001-130-514-89-41-00	15.00
83905	8/25/2022	James Santerelli Enterprises	7/22 Citywide Shredding	001-160-514-20-41-00	15.00
83905	8/25/2022	James Santerelli Enterprises	7/22 Citywide Shredding	001-200-512-50-41-00	15.00
83905	8/25/2022	James Santerelli Enterprises	7/22 Citywide Shredding	001-300-521-20-41-00	30.00
83906	8/25/2022	Curtis Blue Line / LN Curtis & Sons	MCTF Sweaters	001-300-521-20-26-00	308.26
83907	8/25/2022	Daily Journal of Commerce	Stormwater Cleaning Ad	001-600-558-60-44-00	113.95
83908	8/25/2022	Databar	7/22 Print and Mail Sewer Bills	401-750-535-00-41-00	2,735.69

Voucher No	Warrant Date	Vendor	Description	Account Number	Section 8, ItemD.
83909	8/25/2022	Washington State Department of Licensing	7/22 Concealed Weapons Permit Background Checks	631-000-589-30-00-00	75.00
83909	8/25/2022	Washington State Department of Licensing	7/22 Concealed Weapons Permit Background Checks	631-000-589-30-00-00	15.00
83910	8/25/2022	Eastside Public Safety Comm.	8/22 PD Radio Access Fees	001-300-521-20-42-00	1,155.91
83910	8/25/2022	Eastside Public Safety Comm.	8/22 PW Radio Access Fees	101-730-544-90-42-00	64.87
83910	8/25/2022	Eastside Public Safety Comm.	8/22 PW Radio Access Fees	403-770-553-50-42-00	77.85
83910	8/25/2022	Eastside Public Safety Comm.	8/22 PW Radio Access Fees	401-750-535-00-42-00	64.87
83910		Eastside Public Safety Comm.	8/22 PW Radio Access Fees	001-700-576-80-42-00	41.52
83910	8/25/2022	Eastside Public Safety Comm.	8/22 PW Radio Access Fees	001-710-518-30-42-00	10.38
83910	8/25/2022	Eastside Public Safety Comm.	8/22 PD Radio Maintenance	001-300-521-20-42-00	614.16
0		Elavon	7/22 Credit Card Fees	001-600-558-60-41-00	434.14
83911	8/25/2022	Grainger	Sweeper Maintenance-Diesel Exhaust Fluid	501-000-548-75-48-00	628.15
83912	8/25/2022	Michael Harden	FBINAA National Conference	001-300-521-20-43-00	223.86
83913	8/25/2022	Sheila Harrington	Spanish Interpreter	001-200-512-50-49-04	130.00
0	8/25/2022	Invoice Cloud	7/22 E-Payment Services	401-750-535-00-41-00	809.20
0	8/25/2022	Invoice Cloud	7/22 E-Payment Services	001-160-514-20-41-00	60.00
83914	8/25/2022	Jet City Printing, Inc.	Finance Envelopes	001-160-514-20-31-00	489.95
83915	8/25/2022	Johnston Group, LLC	8/22 Federal Legislative Advocacy	302-900-511-70-40-00	1,962.50
83915	8/25/2022	Johnston Group, LLC	8/22 Federal Legislative Advocacy	404-785-511-70-40-00	1,962.50
83916	8/25/2022	King County Finance	2021 Animal Control Services	001-370-554-30-40-00	3,954.00
83916	8/25/2022	King County Finance	7/22 Jail Expenses	001-400-523-60-40-00	4,300.66
83917	8/25/2022	King County Finance	7/22 Network Services	001-130-514-89-42-00	517.50
83917	8/25/2022	King County Finance	7/22 Network Services	001-300-521-20-42-00	517.50
83918	8/25/2022	King County Finance	Sign Maintenance	101-720-542-64-40-02	2,400.39
83918	8/25/2022	King County Finance	Pavement Markings	101-720-542-64-40-03	31,082.47
83918	8/25/2022	King County Finance	Flashers	001-321-521-70-41-01	1,174.69
83918	8/25/2022	King County Finance	Bridge Inspection-Structure Maintenance	101-720-542-50-40-00	1,856.10
83919	8/25/2022	King County Finance	7/22 Crime Victim Payment	631-000-589-30-00-01	104.46
83920	8/25/2022	KDH Consulting, Inc	IT Support	501-000-518-80-40-00	75.00
83920	8/25/2022	KDH Consulting, Inc	IT Support	107-000-525-50-41-00	220.20
83920	8/25/2022	KDH Consulting, Inc	Sophos Licenses	501-000-518-80-40-00	395.74
83921	8/25/2022	KnowBe4, Inc	KnowBe4 Security Awareness Training 9/28/22-9/27/25	501-000-518-80-40-00	4,577.96
83922	8/25/2022	Language Line Services	Interpreters	001-200-512-50-49-04	9.60
0	8/25/2022	LexisNexis Risk Data Mgmt. Inc.	7/22 Investigation Subscription	001-300-521-20-49-00	257.26
83923	8/25/2022	LFP Municipal Court	Credit Card Payment-Invoice Cloud Case #220002371	631-000-389-90-00-01	60.00
83923	8/25/2022	LFP Municipal Court	Credit Card Payment-Invoice Cloud Case #220094774	631-000-389-90-00-01	136.00
83923	8/25/2022	LFP Municipal Court	Credit Card Payment-Invoice Cloud Case #220101496	631-000-389-90-00-01	136.00
83924	8/25/2022	Loomis	7/22 Armored Car Services	001-200-512-50-41-00	175.41
83925	8/25/2022	Madrona Law Group, PLLC	7/22 Attorney Fees-Khajat Tree Permit	001-120-515-41-40-00	6,470.00
83925	8/25/2022	Madrona Law Group, PLLC	7/22 Attorney Fees	001-120-515-41-40-00	16,194.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Section 8, ItemD.
83925	8/25/2022	Madrona Law Group, PLLC	7/22 Attorney Fees-PSE	001-120-515-41-40-00	372.00
83925	8/25/2022	Madrona Law Group, PLLC	7/22 Attorney Fees-WFSE v. State of Washington	001-120-515-41-40-00	75.00
83926	8/25/2022	McNamara Industries Inc	Parks Operating Supplies	001-700-576-80-31-01	374.85
83927	8/25/2022	Moon Security Service Inc.	EHM-Scram 2A0420062	001-200-523-30-31-01	434.00
83927	8/25/2022	Moon Security Service Inc.	EHM-Scram 2A0245189	001-200-523-30-31-01	434.00
83927	8/25/2022	Moon Security Service Inc.	EHM-Scram 8Z0877894	001-200-523-30-31-01	434.00
83927	8/25/2022	Moon Security Service Inc.	EHM-Scram 2A0152705	001-200-523-30-31-01	477.20
83927	8/25/2022	Moon Security Service Inc.	EHM-Scram 2A0303617	001-200-523-30-31-01	183.20
83928	8/25/2022	Northshore Utility District	7/22 PD Fuel	001-300-521-20-32-00	3,918.17
83928	8/25/2022	Northshore Utility District	7/22 PD Fleet Maintenance	001-300-521-20-48-00	1,105.28
83928	8/25/2022	Northshore Utility District	7/22 NEMCO Fleet Maintenance	635-000-589-40-00-03	130.04
83929	8/25/2022	Office Depot, Inc.	Office Supplies	001-130-514-89-31-00	30.33
83929	8/25/2022	Office Depot, Inc.	Office Supplies	001-200-512-50-31-00	37.05
83930	8/25/2022	Pacific Air Control, Inc.	Air Conditioning A2758-0	001-710-518-30-48-00	302.78
83931	8/25/2022	Pat's Trees & Landscape Inc.	Parks Maintenance-Tree Removal	001-700-576-80-48-00	1,853.51
83932	8/25/2022	Peerless Network, Inc	8/22 Communications	001-110-513-10-42-00	92.84
83932	8/25/2022	Peerless Network, Inc	8/22 Communications	001-130-514-89-42-00	92.84
83932	8/25/2022	Peerless Network, Inc	8/22 Communications	001-160-514-20-42-00	92.84
83932	8/25/2022	Peerless Network, Inc	8/22 Communications	001-600-558-60-42-00	92.84
83932	8/25/2022	Peerless Network, Inc	8/22 Communications	101-730-544-90-42-00	121.31
83932	8/25/2022	Peerless Network, Inc	8/22 Communications	403-770-553-50-42-00	145.56
83932	8/25/2022	Peerless Network, Inc	8/22 Communications	401-750-535-00-42-00	121.31
83932	8/25/2022	Peerless Network, Inc	8/22 Communications	001-700-576-80-42-00	77.64
83932	8/25/2022	Peerless Network, Inc	8/22 Communications	001-710-518-30-42-00	19.41
83932	8/25/2022	Peerless Network, Inc	8/22 Communications	001-200-512-50-42-00	92.84
83932	8/25/2022	Peerless Network, Inc	8/22 Communications	001-300-521-20-42-00	154.77
83933	8/25/2022	Pitney Bowes Global Financial Svcs.	Postage Equipment	001-130-514-89-45-00	542.28
83934	8/25/2022	OEG, Inc dba Pride Electric	Council/Court Chambers Power Installation	107-000-594-18-60-00	6,446.36
83935	8/25/2022	Puget Sound Energy	7/22 55th Ave Lighting	101-730-544-90-47-00	317.89
83936	8/25/2022	Red Carpet Building Maint. Inc.	7/22 Janitorial Services	001-710-518-30-41-00	3,112.77
83936	8/25/2022	Red Carpet Building Maint. Inc.	7/22 COVID Mitigation	001-320-525-60-41-00	1,700.00
83937	8/25/2022	Snohomish Co Sheriff's Office	6/22 Jail Fees	001-400-523-60-40-00	10,184.00
83938	8/25/2022	Snohomish County Sheriff's Office	6/22 Inmate Pharmaceutical Services	001-400-523-60-40-00	7.71
83939	8/25/2022	Staples Advantage	Office Supplies	001-130-514-89-31-00	36.31
83940	8/25/2022	State Treasurer's Office	7/22 Court Fines/Forfeits	631-000-586-89-00-04	39.12
83940	8/25/2022	State Treasurer's Office	7/22 Court Fines/Forfeits	631-000-586-20-00-00	3,213.16
83940	8/25/2022	State Treasurer's Office	7/22 Court Fines/Forfeits	631-000-586-20-00-01	1,877.06
83940	8/25/2022	State Treasurer's Office	7/22 Court Fines/Forfeits	631-000-586-20-00-02	11.11
83940	8/25/2022	State Treasurer's Office	7/22 Court Fines/Forfeits	631-000-586-89-00-02	9.64

Voucher No.	Warrant Date	Vendor	Description	Account Number	Zamoune
83940	8/25/2022	State Treasurer's Office	7/22 Court Fines/Forfeits	631-000-586-25-00-00	301.62
83940	8/25/2022	State Treasurer's Office	7/22 Court Fines/Forfeits	631-000-586-89-09-00	55.08
83940	8/25/2022	State Treasurer's Office	7/22 Court Fines/Forfeits	631-000-586-85-01-00	28.50
83940	8/25/2022	State Treasurer's Office	7/22 Court Fines/Forfeits	631-000-586-25-00-01	603.77
83940	8/25/2022	State Treasurer's Office	7/22 Court Fines/Forfeits	631-000-586-25-05-00	301.40
83940	8/25/2022	State Treasurer's Office	7/22 Court Fines/Forfeits	631-000-586-20-00-03	1,387.64
83940	8/25/2022	State Treasurer's Office	7/22 Court Fines/Forfeits	631-000-589-30-00-03	77.50
83940	8/25/2022	State Treasurer's Office	7/22 Court Fines/Forfeits	631-000-586-89-00-05	117.38
0	8/25/2022	State of Washington	7/22 Excise Tax	631-000-589-30-00-05	1.24
0	8/25/2022	State of Washington	7/22 Excise Tax	401-750-535-10-40-00	4,596.90
0	8/25/2022	State of Washington	7/22 Excise Tax	407-000-535-10-40-00	16.83
0	8/25/2022	State of Washington	7/22 Excise Tax	403-770-553-50-40-00	40.55
0	8/25/2022	State of Washington	7/22 Excise Tax	001-130-514-89-40-00	266.19
83941	8/25/2022	Symbol Arts	PD Patches	001-300-521-20-41-00	377.10
83942	8/25/2022	James Driggs	Case Cracker System	001-300-594-21-60-00	17,745.50
83943	8/25/2022	Topsoils Northwest Inc	Animal Acres Park Maintenance-Wood Chips	001-700-576-80-48-00	143.64
83944	8/25/2022	Transpo Group USA Inc	Traffic Engineering	302-920-595-64-63-03	1,450.00
83945	8/25/2022	Sara Stone	Refund Check 006494-000, 17124 33rd Ave Ne	401-000-213-10-00-00	69.43
83946	8/25/2022	Jeffrey and Mardeth Hughes	Refund Check 007452-000, 3029 NE 204th St	401-000-213-10-00-00	13.89
83947	8/25/2022	The FA Bartlett Tree Expert Company	Arborist Consulting	001-600-558-60-41-00	682.50
83948	8/25/2022	USI, Inc.	Pouches	001-300-521-20-31-00	11.57
83948	8/25/2022	USI, Inc.	Pouches	001-130-514-89-31-00	49.52
83949	8/25/2022	Utilities Underground Location Ctr.	7/22 Sewer Utility Services	401-750-535-00-47-00	101.91
83950	8/25/2022	Wally's Towing, Inc.	Impound 2022-5904	001-300-521-20-41-00	97.88
0	8/25/2022	Wex Bank - Chevron	7/22 PD Fuel	001-300-521-20-32-00	162.50
83951	8/25/2022	Washington State Patrol	Recruiting Expense-Admin	001-110-513-10-41-00	11.00
83951	8/25/2022	Washington State Patrol	7/22 Entertainer's License Background Check	631-000-589-30-00-06	63.00
83951	8/25/2022	Washington State Patrol	7/22 Concealed Weapons License Background Check	631-000-589-32-00-00	66.25
83952	8/25/2022	Yakima County	7/22 Inmate Housing	001-400-523-60-40-00	3,187.85
				Warrant Total:	295,751.13

GL Distribution Report

User:

dmeagher

Printed:

8/23/2022 - 12:33 PM

Batch:

00025.08.2022

Fiscal Period:

JE Date:

08/25/2022

8



Fund	DR Amount	CR Amount	Account Number	Description	
001 General Fund					
	0.00	201,024.78	001-000-111-10-00-00	Cash	
	201,024.78	0.00	001-000-213-10-00-00	Claims Holding	
	201,024.78	201,024.78			
101 Street Fund					
	0.00	36,440.32	101-000-111-10-00-00	Cash	
	36,440.32	0.00	101-000-213-10-00-00	Claims Holding	
	36,440.32	36,440.32			
107 ARPA Fiscal Recovery Fund					
	0.00	27,386.77	107-000-111-10-00-00	ARPA Fund Cash	
	27,386.77	0.00	107-000-213-10-00-00	ARPA Fund Claims Holding	
	27,386.77	27,386.77			
302 Transportation Capital Fund		81			
	0.00	3,412.50	302-000-111-10-00-00	Cash	
	3,412.50	0.00	302-000-213-10-00-00	Claims Holding	
	3,412.50	3,412.50			
401 Sewer Utility Fund					
,	0.00	3,590.46	401-000-111-10-00-00	Cash	
	3,590.46	0.00	401-000-213-10-00-00	Claims Holding	
	3,590.46	3,590.46			
403 Surface Water Fund					
	0.00	803.41	403-000-111-10-00-00	Cash	
	803.41	0.00	403-000-213-10-00-00	Claims Holding	

Fund	DR Amount	CR Amount	Account Number	Description	Section 8, ItemD.
	803.41	803,41			
404 Surface Water Capital Fund					
	0.00 1,962.50	1,962.50 0.00	404-000-111-10-00-00 404-000-213-10-00-00	Cash Claims Holding	
	-				
	1,962.50	1,962.50			
501 Vehicle Equip Replacement Fund	2.22				
	0.00 5,676.85	5,676.85 0.00	501-000-111-10-00-00 501-000-213-10-00-00	Cash Claims Holding	
				-	
	5,676.85	5,676.85			
631 Treasurer's Clearing Fund	0.00	8,678.69	631-000-111-10-00-00	Cash	
	8,678.69	0.00	631-000-213-10-00-00	Claims Holding	
	8,678.69	0.670.60			
	8,678.69	8,678.69			
635 Northshore Emergency Mgmt	0.00	130.04	635-000-111-10-00-00	Cash Account	
	130.04	0.00	635-000-213-10-00-00	Claims Holding	
	130.04	130.04			
	130.04	130.04			
Grand Total:	289,106.32	289,106.32			

Bank Reconciliation

Checks by Date

User:

dmeagher

Printed:

08/23/2022 - 2:16PM

Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	8/25/2022	Wex Bank - Chevron		AP		162.50
0	8/25/2022	Invoice Cloud		AP		869.20
0	8/25/2022	LexisNexis Risk Data Mgm	t. Inc.	AP		257.26
0	8/25/2022	Elavon		AP		434.14
0	8/25/2022	State of Washington		AP		4,921.71
83893	8/25/2022	AARD Pest Control, Inc		AP		109.00
83894	8/25/2022	Washington Courts/Admin.	Office of the	AP		13.00
83895	8/25/2022	All Battery Sales & Service	Inc.	AP		219.35
83896	8/25/2022	American Traffic Solutions	Inc.	AP		66,500.00
83897	8/25/2022	Brian Casey		AP		3,432.37
83898	8/25/2022	City of Bothell		AP		44,024.40
83899	8/25/2022	Cadman Materials, Inc.		AP		113.93
83900	8/25/2022	Center for Human Services		AP		20,720.21
83901	8/25/2022	Century Link		AP		104.58
83902	8/25/2022	Nicole G Chae-Lee		AP		130.00
83903	8/25/2022	Cintas First Aid & Safety		AP		2,828.83
83904	8/25/2022	CM Heating		AP		96.60
83905	8/25/2022	James Santerelli Enterprises	•	AP		75.00
83906	8/25/2022	Curtis Blue Line / LN Curti	s & Sons	AP		308.26
83907	8/25/2022	Daily Journal of Commerce		AP		113.95
83908	8/25/2022	Databar		AP		2,735.69
83909	8/25/2022	Washington State Departme	nt of Licens	AP		90.00
83910	8/25/2022	Eastside Public Safety Com	m.	AP		2,029.56
83911	8/25/2022	Grainger		AP		628.15
83912	8/25/2022	Michael Harden		AP		223.86
83913	8/25/2022	Sheila Harrington		AP		130.00
83914	8/25/2022	Jet City Printing, Inc.		AP		489.95
83915	8/25/2022	Johnston Group, LLC		AP		3,925.00
83916	8/25/2022	King County Finance		AP		8,254.66
83917	8/25/2022	King County Finance		AP		1,035.00
83918	8/25/2022	King County Finance		AP		36,513.65
83919	8/25/2022	King County Finance		AP		104.46
83920	8/25/2022	KDH Consulting, Inc		AP		690.94
83921	8/25/2022	KnowBe4, Inc		AP		4,577.96
83922	8/25/2022	Language Line Services		AP		9.60
83923	8/25/2022	LFP Municipal Court		AP		332.00
83924	8/25/2022	Loomis		AP		175.41
83925	8/25/2022	Madrona Law Group, PLLC		AP		23,111.00
83926	8/25/2022	McNamara Industries Inc		AP		374.85
83927	8/25/2022	Moon Security Service Inc.		AP		1,962.40
83928	8/25/2022	Northshore Utility District		AP		5,153.49
83929	8/25/2022	Office Depot, Inc.		AP		67.38
83930	8/25/2022	Pacific Air Control, Inc.		AP		302.78
83931	8/25/2022	Pat's Trees & Landscape Inc	> .	AP		1,853.51
83932	8/25/2022	Peerless Network, Inc		AP		1,104.20
83933	8/25/2022	Pitney Bowes Global Finan	cial Svcs.	AP		542.28

Check No	Check Date	Name	Comment	Module	Clear Date	Section 8, ItemD.
83934	8/25/2022	OEG, Inc dba Pride Electric		AP		6,446.36
83935	8/25/2022	Puget Sound Energy		AP		317.89
83936	8/25/2022	Red Carpet Building Maint. Inc.		AP		4,812.77
83937	8/25/2022	Snohomish Co Sheriff's Office		AP		10,184.00
83938	8/25/2022	Snohomish County Sheriff's Office		AP		7.71
83939	8/25/2022	Staples Advantage		AP		36.31
83940	8/25/2022	State Treasurer's Office		AP		8,022.98
83941	8/25/2022	Symbol Arts		AP		377.10
83942	8/25/2022	James Driggs		AP		17,745.50
83943	8/25/2022	Topsoils Northwest Inc		AP		143.64
83944	8/25/2022	Transpo Group USA Inc		AP		1,450.00
83945	8/25/2022	Sara Stone		AP		69.43
83946	8/25/2022	Jeffrey and Mardeth Hughes		AP		13.89
83947	8/25/2022	The FA Bartlett Tree Expert Company		AP		682.50
83948	8/25/2022	USI, Inc.		AP		61.09
83949	8/25/2022	Utilities Underground Location Ctr.		AP		101.91
83950	8/25/2022	Wally's Towing, Inc.		AP		97.88
83951	8/25/2022	Washington State Patrol		AP		140.25
83952	8/25/2022	Yakima County		AP		3,187.85
				Total C	heck Count:	65
				Total C	heck Amount:	295,751.13

Checks by Date - Summary by Check Date

User:

aheller

Printed:

8/9/2022 8:02 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	08/08/2022	1,821.14
ACH	NAVIA	Navia Benefit Solutions, Inc.	08/08/2022	233.28
ACH	NAVIAFSA	Navia - FSA	08/08/2022	228.41
ACH	TEAMDR	National D.R.I.V.E.	08/08/2022	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	08/08/2022	1,015.76
ACH	WASUPREG	Washington State Support Registry	08/08/2022	200.00
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM.	08/08/2022	7,591.93
ACH	ZAWC	AWC	08/08/2022	40,921.66
ACH	ZEMPSEC	Employment Security Dept.	08/08/2022	473.19
ACH	ZGUILD	LFP Employee Guild	08/08/2022	725.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	08/08/2022	29,915.14
ACH	ZL&I	Washington State Department of Labor & II	08/08/2022	5,784.94
ACH	ZLEOFF	Law Enforcement Retirement	08/08/2022	13,003.78
ACH	ZLFPIRS	Lake Forest Park/IRS	08/08/2022	30,577.10
ACH	ZPERS	Public Employees Retirement	08/08/2022	21,828.85
ACH	ZTEAM	Teamsters Local Union #117	08/08/2022	202.28
ACH	ZWATWT	Washington Teamsters Welfare Trust	08/08/2022	7,063.10
			Total for 8/8/2022:	161,590.01
			Report Total (17 checks):	161,590.01

Bank Reconciliation

Checks by Date

User:

dmeagher

Printed:

08/24/2022 - 2:09PM

Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	8/8/2022		DD 00001.08.2022	PR		164,206.75
				Total (Check Count:	1
				Total (Check Amount:	164,206.75

GL Distribution Report

User:

dmeagher

Printed:

7/7/2022 - 12:42 PM

Batch:

00014.07.2022

Fiscal Period:

7

JE Date:

7/14/2022 12:00:00 AM



Fund	DR Amount	CR Amount	Account Number	Description	
001 General Fund					3,
	0.00	98,349.42	001-000-213-10-00-00	Claims Holding	
	7,500.00	0.00	001-120-515-41-40-00	Other Legal Services	
	30.00	0.00	001-130-514-89-40-00	Taxes & Assessments (Passport)	
	600.00	0.00	001-130-514-89-42-01	Newsletter	
	1,320.01	0.00	001-130-514-89-42-01	Newsletter	
	270.15	0.00	001-160-514-20-31-00	Office / Operating Supplies	
	60.00	0.00	001-160-514-20-41-00	Professional Services	
	160.00	0.00	001-160-514-20-49-00	Dues / Subscriptions	
	4,582.00	0.00	001-170-514-23-40-00	Municipal Auditor Expenses	
	10.67	0.00	001-200-512-50-31-00	Court Supplies	
	176.10	0.00	001-200-512-50-41-00	Professional Services	
	632.48	0.00	001-200-512-50-43-00	Travel Exp. (lodging, meals)	
	130.00	0.00	001-200-512-50-49-04	Interpreters	
	9.90	0.00	001-300-521-20-31-00	Supplies - General	
	12.10	0.00	001-300-521-20-31-00	Supplies - General	
	5,544.64	0.00	001-300-521-20-32-00	Fuel	
	3,877.00	0.00	001-300-521-20-41-00	Professional Services	
	97.88	0.00	001-300-521-20-41-00	Professional Services	
	10.36	0.00	001-300-521-20-41-00	Professional Services	
	229.84	0.00	001-300-521-20-41-00	Professional Services	
	50.65	0.00	001-300-521-20-41-00	Professional Services	
	97.88	0.00	001-300-521-20-41-00	Professional Services	
	2,494.14	0.00	001-300-521-20-48-00	Vehicle Repair & Maintenance	
	70.00	0.00	001-300-521-20-49-00	Dues / Subscriptions	
	625.00	0.00	001-300-521-20-49-00	Dues / Subscriptions	
	100.00	0.00	001-300-521-20-49-01	Training	
	450.00	0.00	001-300-521-20-49-01	Training	
	1,000.00	0.00	001-300-521-20-49-01	Training	
	12,926.00	0.00	001-300-521-23-40-00	Marine Patrol	
	469.03	0.00	001-300-591-21-70-00	Copier Rental	
	25,001.17	0.00	001-305-521-21-31-02	Equipment / Hardware	

Fund	DR Amount	CR Amount	Account Number	Description	Section 8, ItemD.
	349.23	0.00	001-321-521-70-41-01	Professional Services	
	21,751.75	0.00	001-400-523-60-40-00	Jail Expenses	
	3,161.20	0.00	001-400-523-60-40-00	Jail Expenses	
	6.15	0.00	001-500-557-20-30-00	Community Events - Supplies	
	2,500.00	0.00	001-500-557-20-30-07	Waste Reduction / Recycle Gran	
	776.62	0.00	001-600-558-60-41-00	Professional Services	
	60.00	0.00	001-610-558-50-41-01	Fire Marshall Inspections	
	9.46	0.00	001-700-576-80-31-01	Operating Supplies	
	67.37	0.00	001-700-576-80-31-01	Operating Supplies	
	267.11	0.00	001-700-576-80-31-01	Operating Supplies	
	19.80	0.00	001-700-576-80-48-00	Repairs & Maintenance	
	638.00	0.00	001-700-576-80-48-00	Repairs & Maintenance	
	57.89	0.00	001-700-576-80-48-00	Repairs & Maintenance	
	16.84	0.00	001-710-518-30-31-01	Operating Supplies	
	22.00	0.00	001-710-518-30-31-01	Operating Supplies	
	109.00	0.00	001-710-518-30-41-01	Professional Services	
	98,349.42	98,349.42			
101 Street Fund					
	0.00	8,131.45	101-000-213-10-00-00	Claims Holding	
	188.92	0.00	101-720-542-64-40-01	Sign Replacement	
	508.41	0.00	101-720-542-64-40-02	Sign Maintenance	
	7,304.00	0.00	101-720-542-70-40-00	Roadside Maintenance	
	9.46	0.00	101-730-544-90-31-01	Operating Supplies	
	15.40	0.00	101-730-544-90-31-01	Operating Supplies	
	105.26	0.00	101-730-544-90-31-01	Operating Supplies	
	8,131.45	8,131.45			50
107 ARPA Fiscal Recovery Fund		= 101 0 =		100 T 101 T 11	
	0.00	7,491.05	107-000-213-10-00-00	ARPA Fund Claims Holding	
	7,491.05	0.00	107-500-558-70-00-00	ARPA Community Partners	
	7,491.05	7,491.05			
302 Transportation Capital Fund			NOW 1100 PM 4 PM 100		
	0,00	7,602.75	302-000-213-10-00-00	Claims Holding	
	1,962.50	0.00	302-900-511-70-40-00	Lobbying Activities	
	1,500.00	0.00	302-900-511-70-40-00	Lobbying Activities	
	1,106.00	0.00	302-901-542-10-41-00	Professional Services	
	642.50	0.00	302-910-595-30-63-00	Roadway Overlays (REET 2)	
	1,335.00	0.00	302-920-595-64-63-03	Safe Streets - Early Action	

Fund	DR Amount	CR Amount	Account Number	Description	Section 8, ItemD.
	1,056.75	0.00	302-920-595-64-63-03	Safe Streets - Early Action	
-	7,602.75	7,602.75			
401 Sewer Utility Fund					
Tot bower outly I alia	0.00	205,768.83	401-000-213-10-00-00	Claims Holding	
	105.26	0.00	401-750-535-00-31-01	Operating Supplies/Materials	
	201,957.73	0.00	401-750-535-00-40-00	METRO Charges	
	2,562.99	0.00	401-750-535-00-41-00	Professional Services	
	1,142.85	0.00	401-750-535-00-41-00	Professional Services	
	205,768.83	205,768.83			
403 Surface Water Fund					
	0.00	50,146.70	403-000-213-10-00-00	Claims Holding	
	126.31	0.00	403-770-553-50-31-01	Operating Supplies	
	18,970.55	0.00	403-770-553-50-41-00	Prof. Services/Engineering	
	13,400.00	0.00	403-770-553-50-41-00	Prof. Services/Engineering	
	4,665.83	0.00	403-770-553-50-41-01	County Admin Billing	
	4,997.00	0.00	403-770-553-50-41-01	County Admin Billing	
	1,320.01	0.00	403-770-553-50-42-00	Communications	
	600.00	0.00	403-770-553-50-42-00	Communications	
	6,067.00	0.00	403-770-553-50-49-00	Dues / Subscriptions	
	50,146.70	50,146.70			
404 Surface Water Capital Fund					
	0.00	26,256.50	404-000-213-10-00-00	Claims Holding	
	9,613.79	0.00	404-785-531-00-41-00	Professional Services	
	1,962.50	0.00	404-785-531-70-41-00	Lobbying Activity	
	1,500.00	0.00	404-785-531-70-41-00	Lobbying Activity	
	13,180.21	0.00	404-787-595-40-63-00	Culvert L80-L90-Design	
	26,256.50	26,256.50			
501 Vehicle Equip Replacement Fund		*****			
	0.00	14,445.97	501-000-213-10-00-00	Claims Holding	
	395.74	0.00	501-000-518-80-40-00	Info.Svc. & Equip. Replacement	
	214.70	0.00	501-000-518-80-40-00	Info.Svc. & Equip. Replacement	
	3,081.64	0.00	501-000-548-50-32-00	Public Works - Fuel	
	6.59	0.00	501-000-548-75-48-00	Public Works Equip Maint.	
	10,738.30	0.00	501-000-548-75-48-00	Public Works Equip Maint.	
	0.00	0.00	501 000 540 75 40 00	D 11' W 1 D ' M '	

9.00

0.00

501-000-548-75-48-00

Public Works Equip. - Maint.

Fund	DR Amount	CR Amount	Account Number	Description	Section 8, ItemD.
-					
	14,445.97	14,445.97			
631 Treasurer's Clearing Fund					
	0.00	445.20	631-000-213-10-00-00	Claims Holding	
	15.00	0.00	631-000-589-30-00-04	Pet Licenses - County	
4	15.00	0.00	631-000-589-30-00-04	Pet Licenses - County	
	30.00	0.00	631-000-589-30-00-04	Pet Licenses - County	
	385.20	0.00	631-000-589-30-00-08	Leasehold Excise Tax	
		-			
	445.20	445.20			
632 Police Coalition Fund					
	0.00	3,900.33	632-000-213-10-00-00	Claims Holding	
	627.75	0.00	632-351-589-40-00-01	Salary/Overtime	
	743.20	0.00	632-351-589-40-00-06	Training	
	562.94	0.00	632-351-589-40-00-06	Training	
	400.00	0.00	632-351-589-40-00-06	Training	
	400.54	0.00	632-351-589-40-00-06	Training	
	846.22	0.00	632-351-589-40-00-06	Training	
	319.68	0.00	632-351-589-40-00-06	Training	
	3,900.33	3,900.33			
	-				
Grand Total:	422,538.20	422,538.20			
VANIAGE AVIEN	,	,550.20			

City of Lake Forest Park SORTED TRANSACTION CHECK REGISTER 9/8/2022

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, and that CLAIM FUND Check Nos. 83953 through 83997 in the amount of \$189,305.46, PAYROLL FUND ACH transactions in the amount of \$153,299.13 and DIRECT DEPOSIT transactions in the amount of \$161,746.30 are approved for payment this 8th day of September, 2022.

Finance Committee

Additional approved transactions are:

ACH transaction US Bank in the amount of \$60,626.06

Total approved claim fund transactions: \$249,931.52

City Clerk

49

OF A LA TOREST MAN

Accounts Payable

Voucher Approval Document

User:

dmeagher

Printed:

09/02/2022 - 11:24AM

Batch:

00008.09.2022

CLAIM VOUCHER

CITY OF LAKE FOREST PARK

17425 BALLINGER WAY NE

LAKE FOREST PARK, WASHINGTON 98155

CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Forest Park, and that I am authorized to authenticate and certify to said claim.

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
001	General Fund	84,584.54
101	Street Fund	537.57
107	ARPA Fiscal Recovery Fund	64,902.01
302	Transportation Capital Fund	22,063.52
401	Sewer Utility Fund	501.11
403	Surface Water Fund	9,429.71
631	Treasurer's Clearing Fund	90.00
632	Police Coalition Fund	6,250.00
635	Northshore Emergency Mgmt	2.00

Report Total:

188,360.46

DE LAKE FOREST AND

Accounts Payable

Voucher Approval Document

User:

dmeagher

Printed:

08/26/2022 - 12:53PM

Batch:

00026.08.2022

CLAIM VOUCHER

CITY OF LAKE FOREST PARK

17425 BALLINGER WAY NE

LAKE FOREST PARK, WASHINGTON 98155

CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Forest Park, and that I am authorized to authenticate and certify to said claim.

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
001	General Fund	945.00

Report Total:

945.0

Accounts Payable

Computer Check Register

User:

dmeagher

Printed:

09/02/2022 - 11:23AM

Batch:

00008.09.2022

Bank Account: O

Operatin



amount	Invoice No	Date	Vendor Name	Vendor No	Check
109.00	61575	9/8/2022	AARD Pest Control, Inc	AARDPEST	83954
109.00	015/3				
109.00			Check 83954 Total:		
		9/8/2022	American Highway Products,	AMERHI	83955
195,34	31584				
195.34	_		Check 83955 Total:		
		9/8/2022	Aurora Rents, Inc.	AURORARE	83956
161.62	741214-1	3.0.2022	,,	7.557.41.0	
161.62	_		Check 83956 Total:		
		9/8/2022	CivicPlus	CIVICPL	83957
28.87	237758	91012022	Civierius	CIVICIE	83937
28.87	_		Check 83957 Total:		
		0/9/2022		CODEDID	92059
601,15	GC0007863	9/8/2022	Code Publishing Company	CODEPUB	83958
601.15			Check 83958 Total:		
		9/8/2022	James Santerelli Enterprises	CONFIDAT	83959
15.00	213798	9/0/2022	James Samerem Emerprises	CONFIDAT	63333
15.00	213798				
15.00	213798				
30.00	213798				
75.00	_		Check 83959 Total:		
		9/8/2022	Lindsay Custer	CUSTERL	83960
150.00	082322				
150.00	·		Check 83960 Total:		
		9/8/2022	Eastside Public Safety Comm	EASTPUBS	83961
614.16	2079	7, 5, 5, 5, 5		(2) (2) (3) (3) (3)	5-07.0
1,155.91	10899				
64.87	10900				
77.85	10900				
64.87	10900				
41.52	10900				
10.38	10900				
2,029.56			Check 83961 Total:		
		9/8/2022	Gene Johnson Plumbing & He	GJP&H	83962
71.40	022-PLUM-0058				

Check	Vendor No	Vendor Name	Date	Invoice No	Section 8, ItemE.
		Check 83962 Tot	en].		71.40
	4.757.44.				71.40
83963	GRAINGER	Grainger	9/8/2022	412442577	5.000
				9425032837	246.93
				9425032837	296.31
				9425032837 9425032837	246.93 158.03
				9425032837	39.51
		Check 83963 Tot	al:		987.71
4444	HALTERMA				
83964	HALTERMA	Jessica Halterman	9/8/2022	1996822	5.45
220,00	HARDEN	Check 83964 Tot			5.45
83965	HARDEN	Michael Harden	9/8/2022	072922	32.16
				1112922	32.10
		Check 83965 Tot	al:		32.16
83966	INTERSEC	Intersection Media, LLC	9/8/2022		
				298987	1,000.00
		Check 83966 Tot	al:		1,000.00
83967	JETCITY	Jet City Printing, Inc.	9/8/2022		
				49707	759.69
		Check 83967 Tot	al;		759.69
83968	KCPET	King County Pet License	9/8/2022		
				461935	30.00
				428329	30.00
				428394	30.00
		Check 83968 Tot	al:		90.00
83969	KEYCODE	Key Code Media, Inc.	9/8/2022		
	400	,		SO0010264	64,902.01
		Check 83969 Tot	al:		64,902.01
83970	LAMOTTE	LaMotte Company	9/8/2022		
03570	LAMOTIL	Lawone Company	9/6/2022	734319	140.00
		Check 83970 Tot	al-		140.00
83971	LEGEND	Legend Data Systems, Inc.	9/8/2022		52.76
037/1	EEGEND	Degend Data Systems, Inc.	3/6/2022	135129	28.63
				135104	50.65
		Check 83971 Tot	al:		79.28
83972	MCKAYPOL	Megan McKay	9/8/2022		
	Meldittob	Triegal Triesay	71012022	080922LFPD	200.00
		Check 83972 Tot	al:		200.00
83973	MCNAMARA	McNamara Industries Inc	9/8/2022		-15-5-7 (*)
90219	WENAWAY	trongman mousules inc	9/0/2022	38194	71.67

Check	Vender No	Vendor Name	Date	Invoice No	Section 8, ItemE.
		Check 83973 Total			71.67
92074	MOOSK	Katherine Moos	9/8/2022		
83974	MOOSK	Kamerine Moos	9/8/2022	082322	350.00
		Check 83974 Total			350.00
83975	NAVIA-I	Navia Benefit Solutions	9/8/2022		
***************************************				10483977	6.00
				10483977	4.00
				10483977	2.00
				10483977	5.12
				10483977	2.62
				10483977	0.13
				10483977	0.13
				10483977	2.00
				10483977	6.00
				10513020	25.00
				10513020	6.25
				10513020	12.50
				10513020	6.25
				10513021	5.55
				10513021	1.41
				10513021	9.05
				10513021	11.68
				10513021	12.31
				10513021	8.73
				10513021	11.36
				10513021	13.64
				10513021	13.64
				10513021	4.77
				10513021	0.36
				10513021	2.73
				10513021	4.55
				10513021	0.22
		Check 83975 Total	5		178.00
83976	NORTHSD	Northshore School District	9/8/2022		
				AR147321	77.25
		Check 83976 Total	E		77.25
83977	OFFICEDE	Office Depot, Inc.	9/8/2022		
63777	OFFICEDE	Office Depot, mc.	9/6/2022	256062204001	
				256862294001	28.61
				256847456002	1.60
				260237856001	31.71
				258560962001	55.03
				258557836001	143.17
		Check 83977 Total			260.12
83978	OLDMCDEB	Old McDebbie's Farm, Inc	9/8/2022	083122	3,240.00
		Check 83978 Total	r.		3,240.00
83979	OLIVERC	Christine Oliver	9/8/2022		
				072722	50.00

Check	Vendor No	Vendor Name	Date	Invoice No	Section 8, ItemE.
		Check 83979 Tol	tal:		50.00
83980	PACEENG	PACE Engineers, Inc.	9/8/2022		
65760		and a sugarous, and	7,0,000	84259	550.00
				84259	430.00
				84259	178.00
		Check 83980 To	tal:		1,158.00
83981	PACOFFA	Pacific Office Automation	9/8/2022		
				2810100-19	469.03
		Check 83981 To	tal:		469.03
83982	PARAMETR	Parametrix, Inc	9/8/2022		
03702				37596	7,877.74
		Check 83982 Tol	tal:		7,877.74
83983	PAWS	Progressive Animal Welfare S	9/8/2022		
				111	220.00
		Check 83983 To	tal:		220.00
83984	PERRIGOJ	Jeffrey Perrigo	9/8/2022		
		444.00		91574396	21.25
				91574396	25.50
				91574396	21.25
				91574396	13.60
				91574396	3.40
		Check 83984 To	tal:		85.00
83985	PERRYMAN	Wayne Perryman	9/8/2022		
				43045	6,250.00
		Check 83985 To	tal:		6,250.00
83986	PSESINC	Puget Sound Executive Service	9/8/2022		
44411	00000			22-1197	316.00
				22-1214	632.00
		Check 83986 To	tal:		948.00
83987	ROBERTSS	Sarah Roberts	9/8/2022		
				0422	8,108.49
				0522	8,108.49
				0622	8,108.49
				0722	8,108.49
				0822	8,108.49
		Check 83987 To	tal:		40,542.45
83988	ROSENBLA	Eli Rosenblatt	9/8/2022	654	20278
				083122	700.00
		Check 83988 To	tal:		700.00
83989	SHOREART	Shoreline/LFP Arts Council	9/8/2022	070822	5,300,00
				070822	3,300,00

Section 8, ItemE.	Invoice No	Date	Vendor Name	Vendor No	Check
5,300.00			Check 83989 Total:		
		9/8/2022	Stewart MacNichols Harmell,	SMHINC	83990
7,500.00	081322	2.0.20			3334
7,500.00			Check 83990 Total:		
		9/8/2022	Snohomish Co Sheriff's Office	SNOCOBED	83991
18,857.12	2022-7440				
18,857.12			Check 83991 Total:		
		9/8/2022	Snohomish County Sheriff's C	SNOCOMED	83992
8.52	2022-7458				
8.52			Check 83992 Total:		
		9/8/2022	Staples Advantage	STAPLES	83993
22.56	3515796668				
22.56			Check 83993 Total:		
		9/8/2022	Transportation Solutions Inc	TRANSSOL	83994
22,058.75	18904				
22,058.75			Check 83994 Total:		
100.00		9/8/2022	William Watson	UB*00546	83995
100.00			w 1,111,121		
100.00			Check 83995 Total:		
50.00		9/8/2022	Teresa Olding	UB*00547	83996
50.00			Check 83996 Total:		
2,01,00		2000000			27002
25.85	16700380	9/8/2022	Westlake Hardware WA-153	WESTACE	83997
13.20	16700387				
18.24	16700388				
6.15	16700389				
86.49	16700397				
9,69	16700398				
23.50	16700400				
19.99	16700401				
73.63	16700405				
9.46	16700406				
9.46	16700407				
13.85	16700410				
25.07	16700411				
33.43	16700413				
368.01			Check 83997 Total:		
188,360.46			Report Total:		

Accounts Payable

Computer Check Register

User:

dmeagher

Printed:

08/26/2022 - 12:50PM

Batch:

00026.08.2022

Bank Account:

Operatin



Check	Vendor No	Vendor Name	Date	Invoice No	amount
83953	LFPUTIL	City of Lake Forest Park	8/26/2022	2022-ROW-0096 2022-ROW-0097	472.50 472.50
		Check 83953 Tota	1;	_	945.00
		Report Total:		_	945,00

Manual Check Register

User:

dmeagher

Printed:

09/02/2022 - 1:19PM

Batch:

00008.09.2022



		amount	Invoice No
Check: 82203791	09/08/2022		
Vendor: NWETC	Northwest Environmental Trng. Ctr.		
		390.00	27980
	Check total:	390.00	
Check: 82205431	09/08/2022		
/endor: REEVESCO	Reeves Co., Inc.		
		17.03	X37056XV325661E
	Check total:	17.03	
Check: 82205432	09/08/2022	31.05	
/endor: AMAZON	Amazon		
endor; AMAZON	Amazon	161.00	2042210 0221828
		151.92	2962319-9221828
	Check total:	151.92	
Check: 82205433	09/08/2022		
endor: FABULOUS	Fabulous Cleaners		
		790.89	080422
	N 101	790.89	
7 . 1 . 00005405	Check total: 09/08/2022	730.02	
Check: 82205435	Best Western Liberty Inn Dupont		
/endor: BESTWEST	Best Western Liberty inn Dupont	574.04	081922
		-	
	Check total:	574.04	
Check: 82205436	09/08/2022		
Vendor: PRIMGMT	Police Records and Information Management Group		
		259.00	1418-0667
		777.00	
arty vilocitat	Check total:	259.00	
Check: 82210101	09/08/2022		
lendor: PATRICIA	Patricia'sPetals.com	442-144	- Carrier
		101.59	072322
	Check total:	101.59	
Check: 82210102	09/08/2022		
Vendor: SAMREG	SAM Registration Center		
orwaso nasanatana.	Charles A. A. M. Charles, L. Santaga, a	1,620.00	10002
	Cl. June	1 200 00	
n 1 nanagara	Check total:	1,620.00	
Check: 82227511	09/08/2022		
endor: ADOBE	Adobe Inc.	256.42	2225557582
	Check total:	256.42	
Check: 82227512	09/08/2022		
Vendor: WASABI	Wasabi Technologies, Inc		
		9,68	1183555
	Check total:	9.68	
Check: 82227881	09/08/2022	7100	

		amount	Invoice No	
Vendor: GUARDSEC	Guardian Security			Section 8, ItemE.
vendor. Gornassee		163.50	1257474	
	Check total:	163.50		
Check: 82227882	09/08/2022 North City Water District			
Vendor: NORTHCIT	North City Water District	134.05	11688 7/22	
	Check total:	134.05		
Check: 82227883	09/08/2022			
Vendor: NORTHCIT	North City Water District	86.77	20342 7/22	
	Check total:	86.77		
Check: 82227884	09/08/2022	80.77		
Vendor: NORTHCIT	North City Water District	235.93	11720 7/22	
		253,95	11/20 //22	
Check: 82227885	Check total; 09/08/2022	235.93		
Vendor: NORTHCIT	North City Water District			
		66.98	31043 7/22	
	Check total:	66.98		
Check: 82227886 Vendor: PSE	09/08/2022 Puget Sound Energy			
vendor, PSE	Taget Sound Energy	10.89	230884 7/22	
	Check total:	10.89		
Check: 82227887	09/08/2022			
Vendor: SEALIGHT	Seattle City Light	14.40	3838830000 7/22	
	Charles and Charle	14.40		
Check: 82227888	Check total; 09/08/2022	14,40		
Vendor: SEALIGHT	Seattle City Light		2002.002.002	
		14.42	5915040000 7/22	
	Check total:	14.42		
Check: 82227889 Vendor: SEALIGHT	09/08/2022 Seattle City Light			
		302.77	5942030000 7/22	
	Check total:	302.77		
Check: 82229901	09/08/2022			
Vendor; FBINAA	FBI National AcademyFBINAA	1,169.15	081122	
	Check total:	1,169.15		
Check: 82270331	09/08/2022	,,,,,,,,		
Vendor: MASONSUP	Mason Supply Co.	356.26	2250715-00	
	and the same		184 11 184 184	
Check: 82292711	Check total: 09/08/2022	356.26		
Vendor: APAWA	American Planning Assoc. of WA			
		100.00	1771	
an of a section of	Check total:	100.00		
Check: 82292712 Vendor: AWCWORK	09/08/2022 Association of Washington Cities			

		amount	Invoice No	
		50.00 50.00	233791BP0468831 233791BP0468831	Section 8, Item
	Check total:	100.00		
heck: 82295771 endor: NORAMRES	09/08/2022 North American Rescue, LLC			
ondor, HORANIKES		128.92	EC2237833	
	Check total:	128.92		
heck: 82295772	09/08/2022 FBI-LEEDA			
endor: FBILEEDA	TBI-LLEDA	695.00	200073078	
	Check total:	695.00		
heck: 82295773	09/08/2022			
endor: GOOGLE	Google, LLc	11.00	080822	
	Check total:	11.00		
heck: 82295774	09/08/2022	11.00		
endor: DEPTENT	Washington State Department of Enterprise Svcs.	27.48	187329	
	Check total:	27.48		
heck: 82295775	09/08/2022			
endor; BREAKTHR	Breakthrough Clean Technologies	187.94	58673	
	Check total:	187.94		
heck: 822278810	09/08/2022			
endor: SEALIGHT	Seattle City Light	2,871.29	5583140000 7/22	
	Check total:	2,871.29		
heck: 822278811	09/08/2022	2,071.29		
endor: SUMMITLA	Summit Law Group PLLC	480.00	138046	
	And the Control of th		1556.16	
Theck: 822278812	Check total: 09/08/2022	480.00		
endor: INNOVAC	Innovae Services LLC	2 100 00	naugas).	
		3,190.00	INV19385	
A C CONSTRUCTOR	Check total:	3,190.00		
Check: 822278813 Vendor: INNOVAC	09/08/2022 Innovac Services LLC			
VIII 2011 2011 2011 2011 2011 2011 2011 2		6,000.00	INV19330	
	Check total:	6,000.00		
heck; 822278814	09/08/2022 National Barricade Co. LLC			
endor: NATBARRI	National Ballicade Co. E.C.	564.81	660232	
	Check total:	564.81		
heck: 822278815	09/08/2022			
endor: SOUNDSEC	Sound Security Inc. (Sonitrol)	1,740.37	1060595	
	Check total:	1,740.37		
Check: 822278816	09/08/2022	*1.4500		
Vendor; NWCASCA	Northwest Cascade, Inc.			_

		amount	Invoice No	
		174.05	0552895517	Section 8, ItemE
		174.05		
. 1	Check total: 09/08/2022	174.05		
heck: 822278817	Integra Telecom, Inc.			
endor: INTEGPHN	integra releconi, inc.	17.24	18360164	
		20.69	18360164	
		17,24	18360164	
		11.03	18360164	
		2.76	18360164	
		34.48	18360164	
		34.48	18360164	
		34.48	18360164	
		34.48	18360164	
		137.93	18360164	
		68.96	18360164	
	Check total:	413.77		
neck: 822278818	09/08/2022			
ndor: SEALIGHT	Seattle City Light			
indor. DEFICION	7 - 3	28.35	8046530000 7/22	
			3,14,44,42,43	
	Check total:	28,35		
heck: 822278819	09/08/2022	20,55		
endor: INNOVAC	Innovac Services LLC			
endor. INNOVAC	intovac bervices blie	5,560.00	INV19384	
		5,500.00	11,17504	
	Check total:	5,560.00		
heck: 822278820	09/08/2022	3,300.00		
endor: INNOVAC	Innovac Services LLC			
endor: INNOVAC	milovae Services DDC	5,205.00	INV19415	
		3,203.00	111713413	
	Check total:	5,205.00		
Check: 822278821	09/08/2022	3,203.00		
	Innovac Services LLC			
endor: INNOVAC	Illiovac Services LLC	6,150.00	INV19383	
		0-		
	Check total:	6,150.00		
heck: 822278822	09/08/2022			
endor: GOODTOGO	Good To Go			
		1.00	42494656	
	Check total:	1.00		
heck: 822278823	09/08/2022			
endor: STERICYL	Stericyle, Inc.	0.5.5.4		
		10,36	3006116768	
		C. Sec.		
in a William	Check total:	10.36		
heck: 822278824	09/08/2022			
endor: NWCASCA	Northwest Cascade, Inc.		1011111111	
		1,204.00	0552932555	
	AND ALTONOON			
	Check total:	1,204.00		
heck: 822278825	09/08/2022			
endor: SEATIMEA	The Seattle Times	1000		
		370.18	23960	
		225.23	23960	
	162 76			
S. e s. commun.	Check total;	595.41		
heck: 822278826	09/08/2022			
endor: SMARSH	Smarsh			

		amount	Invoice No	
		216.00	INV-33305	Section 8, ItemE
		27.00	INV-33305	
		9.00	INV-33305	
		9.00	INV-33305	
		18.00	INV-33305	
		9.00	INV-33305	
		11.25	INV-33305	
		13.50	INV-33305	
		11.25	INV-33305	
		7.20	INV-33305	
		1.80	INV-33305	
		1,151.48	INV-33305	
			11, 33303	
a managan	Check total:	1,484.48		
eck: 822278827	09/08/2022			
dor: NATBARRI	National Barricade Co. LLC	94.14	660585	
		-		
eck: 822278828	Check total: 09/08/2022	94.14		
ndor: WASTEMGT	Waste Management Northwest			
doi: WASTEMOT	Tasic Management Hotel	2,267.45	0012377-2588-0	
	Check total:	2,267.45		
eck: 822278829	09/08/2022	ajar (****		
dor: VERIZWIR	Verizon Wireless	1,408.07	9912677793	
		42.21	9912677793	
		126.63	9912677793	
		42.21	9912677793	
		179.24	9912677793	
		169.15	9912677793	
		126.63	9912677793	
		42.21	9912677793	
		135.03	9912677793	
		162.04	9912677793	
			9912677793	
		135.03		
		86.42	9912677793	
		21.60	9912677793	
	Check total:	2,676.47		
ck: 822278830	09/08/2022			
dor: INNOVAC	Innovac Services LLC			
		10,996.24	INV19515	
	Check total:	10,996.24		
eck: 822278831	09/08/2022	21811 0.01		
dor: NWCASCA	Northwest Cascade, Inc.			
doi: NWCASCA	Nothwest Cascade, Inc.	504.11	0552945430	
		7770.00		
	Check total:	504.11		
eck: 822278832	09/08/2022			
dor: NWCASCA	Northwest Cascade, Inc.			
		418.01	0552945429	
	Check total:	418.01		
eck: 822278833	09/08/2022			
dor: STERICYL	Stericyle, Inc.	-12-6-1	200411244	
		20.72	3006142667	
	Check total:	20.72		

	amount	Invoice No	
		20.20.20.20.20.	0
			Section 8, ItemE.
Total for Accounts Payable Check Run:	60,626.06		

Voucher Approval List

User:

dmeagher

Printed:

09/02/2022 - 11:23AM

Batch:

00008.09.2022



Voucher No. Warrant Date		ant Date Vendor Description		Account Number	Amoun	
83954	9/8/2022	AARD Pest Control, Inc	City Hall Pest Control Services	001-710-518-30-41-01	109.00	
83955	9/8/2022	American Highway Products, Ltd	ID Locators-Streets Operating Supplies	101-730-544-90-31-01	195.34	
83956	9/8/2022	Aurora Rents, Inc.	Public Works Facility Equipment Rental	001-710-518-30-45-00	161.62	
83957	9/8/2022	CivicPlus	2022 SSL Certificate Annual Fee	001-110-513-10-41-00	28.87	
83958	9/8/2022	Code Publishing Company	Municipal Code Updates	001-130-514-89-41-01	601.15	
83959	9/8/2022	James Santerelli Enterprises	8/22 Citywide Shredding	001-130-514-89-41-00	15.00	
83959	9/8/2022	James Santerelli Enterprises	8/22 Citywide Shredding	001-160-514-20-41-00	15.00	
83959	9/8/2022	James Santerelli Enterprises	8/22 Citywide Shredding	001-200-512-50-41-00	15.00	
83959	9/8/2022	James Santerelli Enterprises	8/22 Citywide Shredding	001-300-521-20-41-00	30.00	
83960	9/8/2022	Lindsay Custer	Yoga In The Park Classes	001-500-557-20-40-08	150.00	
83961	9/8/2022	Eastside Public Safety Comm.	9/22 PD Radio Access Fees	001-300-521-20-42-00	1,155.91	
83961	9/8/2022	Eastside Public Safety Comm.	9/22 PW Radio Access Fees	101-730-544-90-42-00	64.87	
83961	9/8/2022	Eastside Public Safety Comm.	9/22 PW Radio Access Fees	403-770-553-50-42-00	77.85	
83961	9/8/2022	Eastside Public Safety Comm.	9/22 PW Radio Access Fees	401-750-535-00-42-00	64.87	
83961	9/8/2022	Eastside Public Safety Comm.	9/22 PW Radio Access Fees	001-700-576-80-42-00	41,52	
83961	9/8/2022	Eastside Public Safety Comm.	9/22 PW Radio Access Fees	001-710-518-30-42-00	10.38	
83961	9/8/2022	Eastside Public Safety Comm.	9/22 PD Radio Maintenance	001-300-521-20-42-00	614.16	
83962	9/8/2022	Gene Johnson Plumbing & Heating	Permit Refund Request	001-000-322-13-00-00	71.40	
83963	9/8/2022	Grainger	Public Works Pallet Jack	101-730-544-90-35-00	246.93	
83963	9/8/2022	Grainger	Public Works Pallet Jack	403-770-553-50-35-00	296.31	
83963	9/8/2022	Grainger	Public Works Pallet Jack	401-750-535-00-35-00	246.93	
83963	9/8/2022	Grainger	Public Works Pallet Jack	001-700-576-80-32-00	158.03	
83963	9/8/2022	Grainger	Public Works Pallet Jack	001-710-518-30-32-00	39.51	
83964	9/8/2022	Jessica Halterman	Card For Employee	001-130-514-89-31-00	5.45	
83965	9/8/2022	Michael Harden	FBINAA Conference Transportation	001-300-521-20-43-00	32.16	
83966	9/8/2022	Intersection Media, LLC	PSSH Monthly Bus Ads	403-770-553-50-31-01	1,000.00	
83967	9/8/2022	Jet City Printing, Inc.	Envelopes	001-200-512-50-31-00	759.69	
83968	9/8/2022	King County Pet License	Pet Licenses	631-000-589-30-00-04	30.00	
83968	9/8/2022	King County Pet License	Pet Licenses	631-000-589-30-00-04	30.00	
83968	9/8/2022	King County Pet License	Pet Licenses	631-000-589-30-00-04	30.00	
83969	9/8/2022	Key Code Media, Inc.	Hybrid Meeting Hardware	107-000-594-18-60-00	64,902.01	

Section	8,	ItemE
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Voucher No.	Voucher No. Warrant Date Vendor		Varrant Date Vendor Description		Amount	
83970	9/8/2022	LaMotte Company	Stormwater Testing Supplies	403-770-553-50-31-01	140.00	
83971	9/8/2022	Legend Data Systems, Inc.	Police ID Cards-Altus	001-300-521-20-41-00	50,65	
83971	9/8/2022	Legend Data Systems, Inc.	Police ID Cards-Chaplain	001-300-521-20-41-00	28.63	
83972	9/8/2022	Megan McKay	Altus Pre-Employment Polygraph	001-340-521-10-41-00	200.00	
83973	9/8/2022	McNamara Industries Inc	Picnic In The Park Banners	001-500-557-20-30-00	71.67	
83974	9/8/2022	Katherine Moos	Yoga In The Park Classes	001-500-557-20-40-08	350.00	
83975	9/8/2022	Navia Benefit Solutions	6/22 HSA Participation Fee	001-110-513-10-20-00	6.00	
83975	9/8/2022	Navia Benefit Solutions	6/22 HSA Participation Fee	001-130-514-89-20-00	4.00	
83975	9/8/2022	Navia Benefit Solutions	6/22 HSA Participation Fee	001-300-521-20-20-00	2.00	
83975	9/8/2022	Navia Benefit Solutions	6/22 HSA Participation Fee	001-600-558-60-20-00	5.12	
83975	9/8/2022	Navia Benefit Solutions	6/22 HSA Participation Fee	001-610-558-50-20-00	2.62	
83975	9/8/2022	Navia Benefit Solutions	6/22 HSA Participation Fee	101-730-544-90-20-00	0.13	
83975	9/8/2022	Navia Benefit Solutions	6/22 HSA Participation Fee	401-750-535-00-20-00	0.13	
83975	9/8/2022	Navia Benefit Solutions	6/22 HSA Participation Fee	635-000-589-40-20-00	2.00	
83975	9/8/2022	Navia Benefit Solutions	6/22 HSA Participation Fee	001-200-512-50-20-00	6.00	
83975	9/8/2022	Navia Benefit Solutions	8/22 FSA Participation Fee	001-130-514-89-20-00	25.00	
83975	9/8/2022	Navia Benefit Solutions	8/22 FSA Participation Fee	001-160-514-20-20-00	6.25	
83975	9/8/2022	Navia Benefit Solutions	8/22 FSA Participation Fee	001-200-512-50-20-00	12.50	
83975	9/8/2022	Navia Benefit Solutions	8/22 FSA Participation Fee	401-750-535-00-20-00	6.25	
83975	9/8/2022	Navia Benefit Solutions	8/22 HRA Participation Fee	001-700-576-80-20-00	5,55	
83975	9/8/2022	Navia Benefit Solutions	8/22 HRA Participation Fee	001-710-518-30-20-00	1.41	
83975	9/8/2022	Navia Benefit Solutions	8/22 HRA Participation Fee	101-730-544-90-20-00	9.05	
83975	9/8/2022	Navia Benefit Solutions	8/22 HRA Participation Fee	401-750-535-00-20-00	11.68	
83975	9/8/2022	Navia Benefit Solutions	8/22 HRA Participation Fee	403-770-553-50-20-00	12.31	
83975	9/8/2022	Navia Benefit Solutions	8/22 HRA Participation Fee	001-600-558-60-20-00	8.73	
83975	9/8/2022	Navia Benefit Solutions	8/22 HRA Participation Fee	001-160-514-20-20-00	11.36	
83975	9/8/2022	Navia Benefit Solutions	8/22 HRA Participation Fee	001-200-512-50-20-00	13.64	
83975	9/8/2022	Navia Benefit Solutions	8/22 HRA Participation Fee	001-130-514-89-20-00	13.64	
83975	9/8/2022	Navia Benefit Solutions	8/22 HRA Participation Fee	302-902-595-10-20-00	4.77	
83975	9/8/2022	Navia Benefit Solutions	8/22 HRA Participation Fee	001-610-558-50-20-00	0.36	
83975	9/8/2022	Navia Benefit Solutions	8/22 HRA Participation Fee	001-500-557-20-20-00	2.73	
83975	9/8/2022	Navia Benefit Solutions	8/22 HRA Participation Fee	001-300-521-20-20-00	4.55	
83975	9/8/2022	Navia Benefit Solutions	8/22 HRA Participation Fee	001-110-513-10-20-00	0.22	
83976	9/8/2022	Northshore School District	Business Cards-Harrison and Bennett	001-600-558-60-41-00	77.25	
83977	9/8/2022	Office Depot, Inc.	Court Highlighters	001-200-512-50-31-00	1.60	
83977	9/8/2022	Office Depot, Inc.	Office Supplies	001-130-514-89-31-00	28.61	
83977	9/8/2022	Office Depot, Inc.	Police Toner	001-300-521-20-31-00	143.17	
83977	9/8/2022	Office Depot, Inc.	Police Monitor	001-300-521-20-31-00	55.03	
83977	9/8/2022	Office Depot, Inc.	Office Supplies	001-130-514-89-31-00	31.71	

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Voucher No.	Warrant Date	nt Date Vendor Description		Account Number	Section 8, itemE	
83978	9/8/2022	Old McDebbie's Farm, Inc	Picnic in the Park Petting Zoo	001-500-557-20-30-00	3,240.00	
83979	9/8/2022	Christine Oliver	Yoga In The Park Class	001-500-557-20-40-08	50.00	
83980	9/8/2022	PACE Engineers, Inc.	SR 522 Sound Transit Expansion	001-600-558-60-41-01	550,00	
83980	9/8/2022	PACE Engineers, Inc.	Finney BLA	001-600-558-60-41-01	430.00	
83980	9/8/2022	PACE Engineers, Inc.	Eretz SP	001-600-558-60-41-01	178,00	
83981	9/8/2022	Pacific Office Automation	7/22 PD Copier Rental	001-300-591-21-70-00	469.03	
83982	9/8/2022	Parametrix, Inc	SMAP & Source Control Support	403-770-553-50-41-00	7,877.74	
83983	9/8/2022	Progressive Animal Welfare Society	7/22 Animal Control Services	001-370-554-30-40-00	220.00	
83984	9/8/2022	Jeffrey Perrigo	LEED Certification	101-730-544-90-49-01	21.25	
83984	9/8/2022	Jeffrey Perrigo	LEED Certification	403-770-553-50-49-01	25.50	
83984	9/8/2022	Jeffrey Perrigo	LEED Certification	401-750-535-00-49-01	21.25	
83984	9/8/2022	Jeffrey Perrigo	LEED Certification	001-700-576-80-49-01	13,60	
83984	9/8/2022	Jeffrey Perrigo	LEED Certification	001-710-518-30-49-01	3.40	
83985	9/8/2022	Wayne Perryman	Diversity Training Instructor	632-350-589-40-00-05	6,250.00	
83986	9/8/2022	Puget Sound Executive Services, Inc.	Court Security	001-200-512-50-41-00	316.00	
83986	9/8/2022	Puget Sound Executive Services, Inc.	Court Security	001-200-512-50-41-00	632.00	
83987	9/8/2022	Sarah Roberts	4/22 Prosecutor Fee	001-210-515-41-40-00	8,108.49	
83987	9/8/2022	Sarah Roberts	5/22 Prosecutor Fee	001-210-515-41-40-00	8,108.49	
83987	9/8/2022	Sarah Roberts	6/22 Prosecutor Fee	001-210-515-41-40-00	8,108.49	
83987	9/8/2022	Sarah Roberts	7/22 Prosecutor Fee	001-210-515-41-40-00	8,108.49	
83987	9/8/2022	Sarah Roberts	8/22 Prosecutor Fee	001-210-515-41-40-00	8,108.49	
83988	9/8/2022	Eli Rosenblatt	Picnic in the Park Performance	001-500-557-20-30-00	700.00	
83989	9/8/2022	Shoreline/LFP Arts Council	Second Quarter Shoreline Arts Council	001-500-557-20-41-01	5,300.00	
83990	9/8/2022	Stewart MacNichols Harmell, Inc., P.S.	8/22 Public Defender Fees	001-120-515-41-40-00	7,500.00	
83991	9/8/2022	Snohomish Co Sheriff's Office	7/22 Jail Fees	001-400-523-60-40-00	18,857.12	
83992	9/8/2022	Snohomish County Sheriff's Office	7/22 Inmate Pharmaceutical Services	001-400-523-60-40-00	8.52	
83993	9/8/2022	Staples Advantage	Court Supplies	001-200-512-50-31-00	22.56	
83994	9/8/2022	Transportation Solutions Inc.	SR104 Roundabout Design	302-920-595-64-63-05	22,058.75	
83995	9/8/2022	William Watson	Refund Check 008973-000, 16242 Bothell Wy Ne	401-000-213-10-00-00	100.00	
83996	9/8/2022	Teresa Olding	Refund Check 014217-000, 15622 36th Ave Ne	401-000-213-10-00-00	50.00	
83997	9/8/2022	Westlake Hardware WA-153	Parks Operating Supplies	001-700-576-80-31-01	25.85	
83997	9/8/2022	Westlake Hardware WA-153	Facility Operating Supplies	001-710-518-30-31-01	13.20	
83997	9/8/2022	Westlake Hardware WA-153	Facility Maintenance	001-710-518-30-48-00	18.24	
83997	9/8/2022	Westlake Hardware WA-153	Facility Maintenance	001-710-518-30-48-00	6.15	
83997	9/8/2022	Westlake Hardware WA-153	Parks Maintenance	001-700-576-80-48-00	86.49	
83997	9/8/2022	Westlake Hardware WA-153	Parks Sign Maintenance	001-700-576-80-48-00	9.69	
83997	9/8/2022	Westlake Hardware WA-153	Animal Acres Parks Maintenance	001-700-576-80-48-00	23.50	
83997	9/8/2022	Westlake Hardware WA-153	Animal Acres Parks Maintenance	001-700-576-80-48-00	19.99	
83997	9/8/2022	Westlake Hardware WA-153	Parks Repair	001-700-576-80-48-00	73.63	

	Voucher No. Warrant Date Vendor				Section 8, ItemE.
Voucher No.			Description	Account Number	Amount
83997	9/8/2022	Westlake Hardware WA-153	Parks Repair	001-700-576-80-48-00	9.46
83997	9/8/2022	Westlake Hardware WA-153	Parks Repair	001-700-576-80-48-00	9.46
83997	9/8/2022	Westlake Hardware WA-153	Parks Repair	001-700-576-80-48-00	13.85
83997	9/8/2022	Westlake Hardware WA-153	Facilities Operating Supplies	001-710-518-30-31-01	25.07
83997	9/8/2022	Westlake Hardware WA-153	Parks Operating Supplies	001-700-576-80-31-01	33.43
				Warrant Total:	188,360.46

945.00

Warrant Total:

Accounts Payable

Voucher Approval List

User:

dmeagher

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08/26/2022 - 12:51PM

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Batch:	00026.08.20	22			
Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
83953	8/26/2022	City of Lake Forest Park	Sound Transit Boring Project Right of Way Permit	001-600-559-30-49-00	472.50
83953	8/26/2022	City of Lake Forest Park	Sound Transit Boring Project Right of Way Permit	001-600-559-30-49-00	472.50

Accounts Payable

GL Distribution Report

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Batch:

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Fiscal Period:

09/08/2022 JE Date:

Fund	DR Amount	CR Amount	Account Number	Description	
001 General Fund		7	Walley and		
	0.00	84,584.54	001-000-111-10-00-00	Cash	
	84,584.54	0.00	001-000-213-10-00-00	Claims Holding	
	84,584.54	84,584.54			
01 Street Fund					
	0.00	537.57	101-000-111-10-00-00	Cash	
	537.57	0.00	101-000-213-10-00-00	Claims Holding	
	537.57	537.57			
07 ARPA Fiscal Recovery Fund					
And the second s	0.00	64,902.01	107-000-111-10-00-00	ARPA Fund Cash	
	64,902.01	0.00	107-000-213-10-00-00	ARPA Fund Claims Holding	
	64,902.01	64,902.01			
02 Transportation Capital Fund	f on	Section.	Art Am and all All all		
	0.00	22,063.52	302-000-111-10-00-00	Cash	
	22,063.52	0.00	302-000-213-10-00-00	Claims Holding	
	22,063.52	22,063.52			
01 Sewer Utility Fund					
	0.00	501.11	401-000-111-10-00-00	Cash	
	501.11	0.00	401-000-213-10-00-00	Claims Holding	
	501.11	501.11			
03 Surface Water Fund					
	0.00	9,429.71	403-000-111-10-00-00	Cash	
	9,429.71	0.00	403-000-213-10-00-00	Claims Holding	

Fund	DR Amount	CR Amount	Account Number	Description	Section 8, ItemE.
	9,429.71	9,429.71			
631 Treasurer's Clearing Fund	444	4210	511020512050540		
	0.00	90.00	631-000-111-10-00-00	Cash	
	90.00	0,00	631-000-213-10-00-00	Claims Holding	
	90.00	90.00			
632 Police Coalition Fund					
	0.00	6,250.00	632-000-111-10-00-00	Cash	
	6,250.00	0.00	632-000-213-10-00-00	Claims Holding	
	6,250.00	6,250.00			
635 Northshore Emergency Mgmt					
	0.00	2.00	635-000-111-10-00-00	Cash Account	
	2.00	0.00	635-000-213-10-00-00	Claims Holding	
	2.00	2.00			
Grand Total:	188,360.46	188,360.46			

Accounts Payable

GL Distribution Report

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Fiscal Period:

9

JE Date:	9/8/2022 12:00:00 AM	DR Amount	CR Amount	Account Number	
Fund					Description
001 General Fund				N. 78 La T. 9 A. 1	
		0.00	84,584.54	001-000-213-10-00-00	Claims Holding
		71.40	0.00	001-000-322-13-00-00	Mechanical Permits
		6.00	0.00	001-110-513-10-20-00	Employee Benefits
		0.22	0.00	001-110-513-10-20-00	Employee Benefits
		28.87	0.00	001-110-513-10-41-00	Professional Services
		7,500.00	0.00	001-120-515-41-40-00	Other Legal Services
		4.00	0.00	001-130-514-89-20-00	Employee Benefits
		13.64	0.00	001-130-514-89-20-00	Employee Benefits
		25.00	0.00	001-130-514-89-20-00	Employee Benefits
		28.61	0.00	001-130-514-89-31-00	Office/Operating Supplies
		5.45	0.00	001-130-514-89-31-00	Office/Operating Supplies
		31.71	0.00	001-130-514-89-31-00	Office/Operating Supplies
		15.00	0.00	001-130-514-89-41-00	Professional Services
		601.15	0.00	001-130-514-89-41-01	LFP Code Update
		11.36	0.00	001-160-514-20-20-00	Employee Benefits
		6.25	0.00	001-160-514-20-20-00	Employee Benefits
		15.00	0.00	001-160-514-20-41-00	Professional Services
		6.00	0.00	001-200-512-50-20-00	Employee Benefits
		13.64	0.00	001-200-512-50-20-00	Employee Benefits
		12.50	0.00	001-200-512-50-20-00	Employee Benefits
		759.69	0.00	001-200-512-50-31-00	Court Supplies
		1.60	0.00	001-200-512-50-31-00	Court Supplies
		22.56	0.00	001-200-512-50-31-00	Court Supplies
		15.00	0.00	001-200-512-50-41-00	Professional Services
		316.00	0.00	001-200-512-50-41-00	Professional Services
		632,00	0.00	001-200-512-50-41-00	Professional Services
		8,108.49	0.00	001-210-515-41-40-00	Prosecutor
		8,108.49	0.00	001-210-515-41-40-00	Prosecutor
		8,108.49	0.00	001-210-515-41-40-00	Prosecutor

001-210-515-41-40-00

001-210-515-41-40-00

Prosecutor

Prosecutor

0.00

0.00

8,108.49

8,108.49

Fund	DR Amount	CR Amount	Account Number	Description	Section 8, ItemE
	4.55	0.00	001-300-521-20-20-00	Employee Benefits	
	2.00	0,00	001-300-521-20-20-00	Employee Benefits	
	143.17	0.00	001-300-521-20-31-00	Supplies - General	
	55.03	0.00	001-300-521-20-31-00	Supplies - General	
	30.00	0.00	001-300-521-20-41-00	Professional Services	
	28.63	0.00	001-300-521-20-41-00	Professional Services	
	50.65	0.00	001-300-521-20-41-00	Professional Services	
	1,155.91	0.00	001-300-521-20-42-00	Communications	
	614.16	0.00	001-300-521-20-42-00	Communications	
	32.16	0.00	001-300-521-20-43-00	Travel Exp. (lodging, meals)	
	469.03	0.00	001-300-591-21-70-00	Copier Rental	
	200.00	0.00	001-340-521-10-41-00	Professional Services	
	220.00	0.00	001-370-554-30-40-00	Animal Control Services	
	18,857.12	0.00	001-400-523-60-40-00	Jail Expenses	
	8,52	0.00	001-400-523-60-40-00	Jail Expenses	
	2.73	0.00	001-500-557-20-20-00	Employee Benefits	
	3,240.00	0.00	001-500-557-20-30-00	Community Events - Supplies	
	71.67	0.00	001-500-557-20-30-00	Community Events - Supplies	
	700.00	0.00	001-500-557-20-30-00	Community Events - Supplies	
	50.00	0.00	001-500-557-20-40-08	Community Events - Services	
	150.00	0.00	001-500-557-20-40-08	Community Events - Services	
	350.00	0.00	001-500-557-20-40-08	Community Events - Services	
	5,300.00	0.00	001-500-557-20-41-01	Lake Forest Park Arts Council	
	8.73	0.00	001-600-558-60-20-00	Employee Benefits	
	5.12	0.00	001-600-558-60-20-00	Employee Benefits	
	77.25	0.00	001-600-558-60-41-00	Professional Services	
	550.00	0.00	001-600-558-60-41-01	Engineering Services	
	178.00	0.00	001-600-558-60-41-01	Engineering Services	
	430.00	0.00	001-600-558-60-41-01	Engineering Services	
	0.36	0.00	001-610-558-50-20-00	Employee Benefits	
	2.62	0.00	001-610-558-50-20-00	Employee Benefits	
	5,55	0.00	001-700-576-80-20-00	Employee Benefits	
	33.43	0.00	001-700-576-80-31-01	Operating Supplies	
	25.85	0.00	001-700-576-80-31-01	Operating Supplies	
	158.03	0.00	001-700-576-80-32-00	Small Tools & Equipment	
	41.52	0.00	001-700-576-80-42-00	Communications	
	19.99	0.00	001-700-576-80-48-00	Repairs & Maintenance	
	13.85	0.00	001-700-576-80-48-00	Repairs & Maintenance	
	23.50	0.00	001-700-576-80-48-00	Repairs & Maintenance	
	9.69	0.00	001-700-576-80-48-00	Repairs & Maintenance	
	73.63	0.00	001-700-576-80-48-00	Repairs & Maintenance	
	9.46	0.00	001-700-576-80-48-00	Repairs & Maintenance	

Fund	DR Amount	CR Amount	Account Number	Description	Section 8, ItemE
	86.49	0.00	001-700-576-80-48-00	Repairs & Maintenance	
	9.46	0.00	001-700-576-80-48-00	Repairs & Maintenance	
	13.60	0.00	001-700-576-80-49-01	Training	
	1.41	0.00	001-710-518-30-20-00	Employee Benefits	
	13.20	0.00	001-710-518-30-31-01	Operating Supplies	
	25.07	0.00	001-710-518-30-31-01	Operating Supplies	
	39.51	0.00	001-710-518-30-32-00	Small Tools & Equipment	
	109.00	0.00	001-710-518-30-41-01	Professional Services	
	10.38	0.00	001-710-518-30-42-00	Communications	
	161.62	0.00	001-710-518-30-45-00	Equipment Rental	
	18.24	0.00	001-710-518-30-48-00	Repairs & Maintenance	
	6,15	0.00	001-710-518-30-48-00	Repairs & Maintenance	
	3.40	0.00	001-710-518-30-49-01	Training	
	84,584.54	84,584.54			
101 Street Fund					
	0.00	537.57	101-000-213-10-00-00	Claims Holding	
	9.05	0.00	101-730-544-90-20-00	Employee Benefits	
	0.13	0.00	101-730-544-90-20-00	Employee Benefits	
	195.34	0.00	101-730-544-90-31-01	Operating Supplies	
	246.93	0.00	101-730-544-90-35-00	Small Tools & Equipment	
	64.87	0.00	101-730-544-90-42-00	Communications	
	21.25	0.00	101-730-544-90-49-01	Training	
	537.57	537.57			
107 ARPA Fiscal Recovery Fund		AC 2475-74	22,407,804,240,00	to an an in the state of the	
	0.00	64,902.01	107-000-213-10-00-00	ARPA Fund Claims Holding	
	64,902.01	0.00	107-000-594-18-60-00	Cap Purch-AudioVisual Equi	
	64,902.01	64,902.01			
302 Transportation Capital Fund					
	0.00	22,063.52	302-000-213-10-00-00	Claims Holding	
	4.77	0.00	302-902-595-10-20-00	Employee Benefits	
	22,058.75	0,00	302-920-595-64-63-05	SR 104/40thPL RAB	
	22,063.52	22,063.52			
01 Sewer Utility Fund					
	0.00	351.11	401-000-213-10-00-00	Claims Holding	
	0.13	0.00	401-750-535-00-20-00	Employee Benefits	

Fund	DR Amount	CR Amount	Account Number	Description	Section 8, ItemE
	11.68	0.00	401-750-535-00-20-00	Employee Benefits	
	6.25	0.00	401-750-535-00-20-00	Employee Benefits	
	246.93	0.00	401-750-535-00-35-00	Small Tools & Equipment	
	64.87	0.00	401-750-535-00-42-00	Communications	
	21.25	0.00	401-750-535-00-49-01	Training	
	351.11	351.11			
403 Surface Water Fund					
	0.00	9,429.71	403-000-213-10-00-00	Claims Holding	
	12.31	0.00	403-770-553-50-20-00	Employee Benefits	
	1,000.00	0.00	403-770-553-50-31-01	Operating Supplies	
	140.00	0.00	403-770-553-50-31-01	Operating Supplies	
	296.31	0.00	403-770-553-50-35-00	Small Tools & Equipment	
	7,877.74	0.00	403-770-553-50-41-00	Prof. Services/Engineering	
	77.85	0.00	403-770-553-50-42-00	Communications	
	25.50	0.00	403-770-553-50-49-01	Training	
	9,429.71	9,429.71			
631 Treasurer's Clearing Fund	4.0	96.14	0.70.00.01.01.01.00		
	0.00	90.00	631-000-213-10-00-00	Claims Holding	
	30.00	0.00	631-000-589-30-00-04	Pet Licenses - County	
	30.00	0.00	631-000-589-30-00-04	Pet Licenses - County	
	30.00	0.00	631-000-589-30-00-04	Pet Licenses - County	
	90.00	90.00			
632 Police Coalition Fund		5 4 4 2 M			
	0.00	6,250.00	632-000-213-10-00-00	Claims Holding	
	6,250.00	0.00	632-350-589-40-00-05	Training	
	6,250.00	6,250.00			
635 Northshore Emergency Mgmt					
And the second s	0.00	2.00	635-000-213-10-00-00	Claims Holding	
	2.00	0.00	635-000-589-40-20-00	Employee Benefits	
	2.00	2.00			

Fund	DR Amount	CR Amount	Account Number	Description	Section 8, ItemE.
					*
Grand Total:	188,210.46	188,210.46			

Accounts Payable

GL Distribution Report

User:

dmeagher

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Batch:

00026.08.2022

Fiscal Period:

JE Date:

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Fund	DR Amount	CR Amount	Account Number	Description	
001 General Fund					
	0.00	945.00	001-000-111-10-00-00	Cash	
	945.00	0.00	001-000-213-10-00-00	Claims Holding	
	945.00	945.00			
Grand Totals	945.00	945.00			
Grand Total:	945.00	945.00			

Accounts Payable

GL Distribution Report

User:

dmeagher

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Fiscal Period:

JE Date:	8/26/2022 12:00:00 AM					
Fund		DR Amount	CR Amount	Account Number	Description	
001 General Fu	und					
		0.00	945.00	001-000-213-10-00-00	Claims Holding	
		472.50	0.00	001-600-559-30-49-00	Developer Projects Sound Trans	
		472.50	0.00	001-600-559-30-49-00	Developer Projects Sound Trans	
		945.00	945.00			
Grand Total:		945.00	945.00			

Accounts Payable

GL Distribution Report

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Fiscal Period:

JE Date:

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Fund	DR Amount	CR Amount	Account Number	Description
001 General Fund				
	0.00	17,784.79	001-000-111-10-00-00	Cash
	480.00	0.00	001-110-513-10-41-00	Professional Services
	126.63	0.00	001-110-513-10-42-00	Communications
	27.00	0.00	001-110-513-10-42-00	Communications
	34,48	0.00	001-110-513-10-42-00	Communications
	101,59	0.00	001-110-513-10-49-02	Volunteer & Staff Recognition
	42.21	0.00	001-130-514-89-42-00	Communications
	34.48	0.00	001-130-514-89-42-00	Communications
	370.18	0.00	001-130-514-89-44-00	Advertising
	1,620.00	0.00	001-160-514-20-41-00	Professional Services
	34.48	0.00	001-160-514-20-42-00	Communications
	179.24	0.00	001-160-514-20-42-00	Communications
	169.15	0.00	001-200-512-50-42-00	Communications
	137.93	0.00	001-200-512-50-42-00	Communications
	18.00	0.00	001-200-512-50-42-00	Communications
	17.03	0.00	001-300-521-20-26-00	Uniform Expenses
	790.89	0.00	001-300-521-20-26-01	Police - Dry Cleaning Contract
	27.48	0.00	001-300-521-20-31-00	Supplies - General
	187.94	0.00	001-300-521-20-31-00	Supplies - General
	128.92	0.00	001-300-521-20-31-01	Operations / Vehicle Supplies
	151.92	0.00	001-300-521-20-31-01	Operations / Vehicle Supplies
	10.36	0.00	001-300-521-20-41-00	Professional Services
	20.72	0.00	001-300-521-20-41-00	Professional Services
	1,408.07	0.00	001-300-521-20-42-00	Communications
	68.96	0.00	001-300-521-20-42-00	Communications
	216.00	0.00	001-300-521-20-42-00	Communications
	1,169.15	0.00	001-300-521-20-43-00	Travel Exp. (lodging, meals)
	574.04	0.00	001-300-521-20-43-00	Travel Exp. (lodging, meals)
	11.00	0.00	001-300-521-20-49-00	Dues / Subscriptions
	259.00	0.00	001-300-521-20-49-01	Training
	695.00	0.00	001-300-521-20-49-01	Training

Fund	DR Amount	CR Amount	Account Number	Description	Section 8, Item
	1.00	0.00	001-320-525-60-43-00	Travel Expenses	
	100.00	0.00	001-600-558-60-41-00	Professional Services	
	50.00	0.00	001-600-558-60-41-00	Professional Services	
	225.23	0.00	001-600-558-60-41-00	Professional Services	
	126.63	0.00	001-600-558-60-42-00	Communications	
	9.00	0.00	001-600-558-60-42-00	Communications	
	34.48	0.00	001-600-558-60-42-00	Communications	
	9.00	0.00	001-610-558-50-42-00	Communications	
	42,21	0.00	001-610-558-50-42-00	Communications	
	86.42	0.00	001-700-576-80-42-00	Communications	
	7.20	0.00	001-700-576-80-42-00	Communications	
	11.03	0.00	001-700-576-80-42-00	Communications	
	1,204.00	0.00	001-700-576-80-45-00	Equipment Rental	
	14.40	0.00	001-700-576-80-47-00	Utilities	
	66.98	0.00	001-700-576-80-47-00	Utilities	
	134.05	0.00	001-700-576-80-47-00	Utilities	
	28.35	0.00	001-700-576-80-47-00	Utilities	
	418.01	0.00	001-700-576-80-47-00	Utilities	
	174.05	0.00	001-700-576-80-47-00	Utilities	
	235.93	0.00	001-700-576-80-47-00	Utilities	
	504.11	0.00	001-700-576-80-47-00	Utilities	
	2.76	0.00	001-710-518-30-42-00	Communications	
	1.80	0.00	001-710-518-30-42-00	Communications	
	21.60	0.00	001-710-518-30-42-00	Communications	
	86.77	0.00	001-710-518-30-47-00	Utilities - P.W. Facilities	
	163.50	0.00	001-710-518-30-47-00	Utilities - P.W. Facilities	
	302,77	0.00	001-710-518-30-47-00	Utilities - P.W. Facilities	
	1,740.37	0.00	001-710-518-30-47-01	Utilities - City Hall	
	2,871.29	0.00	001-710-518-30-47-01	Utilities - City Hall	
	17,784.79	17,784.79			
01 Street Fund					
	0.00	1,204.04	101-000-111-10-00-00	Cash	
	94.14	0.00	101-720-542-64-40-02	Sign Maintenance	
	564.81	0.00	101-720-542-64-40-02	Sign Maintenance	
	356.26	0.00	101-730-544-90-31-01	Operating Supplies	
	17.24	0.00	101-730-544-90-42-00	Communications	
	11.25	0.00	101-730-544-90-42-00	Communications	
	135.03	0.00	101-730-544-90-42-00	Communications	
	14.42	0.00	101-730-544-90-47-00	Utilities	
	10.89	0.00	101-730-544-90-47-00	Utilities	

Fund	DR Amount	CR Amount	Account Number	Description	Section 8, ItemE.
	1,204.04	1,204.04			
	1,204.04	1,204.04			
302 Transportation Capital Fund					
	0.00	50,00	302-000-111-10-00-00	Cash	
	50.00	0.00	302-901-542-10-41-00	Professional Services	
	50.00	50.00			
401 Sewer Utility Fund					
C. The Court of th	0.00	163.52	401-000-111-10-00-00	Cash	
	11.25	0.00	401-750-535-00-42-00	Communications	
	135.03	0.00	401-750-535-00-42-00	Communications	
	17.24	0.00	401-750-535-00-42-00	Communications	
	163.52	163.52			
403 Surface Water Fund					
TOP DISTRICT THE PARTY OF THE P	0.00	39,963.92	403-000-111-10-00-00	Cash	
	20.69	0.00	403-770-553-50-42-00	Communications	
	162.04	0.00	403-770-553-50-42-00	Communications	
	13.50	0.00	403-770-553-50-42-00	Communications	
	9.00	0.00	403-770-553-50-42-00	Communications	
	2,267.45	0.00	403-770-553-50-48-00	System Maintenance & Operation	
	10,996.24	0.00	403-770-553-50-48-00	System Maintenance & Operation	
	6,000.00	0.00	403-770-553-50-48-01	Street Drainage Maintenance	
	6,150.00	0.00	403-770-553-50-48-01	Street Drainage Maintenance	
	3,190.00	0.00	403-770-553-50-48-01	Street Drainage Maintenance	
	5,560.00	0.00	403-770-553-50-48-01	Street Drainage Maintenance	
	5,205.00	0.00	403-770-553-50-48-01	Street Drainage Maintenance	
	390.00	0.00	403-770-553-50-49-01	Training	
	39,963.92	39,963,92			
501 Vehicle Equip Replacement Fund					
	0.00	1,417.58	501-000-111-10-00-00	Cash	
	9.68	0.00	501-000-518-80-40-00	Info.Svc. & Equip. Replacement	
	1,151.48	0.00	501-000-518-80-40-00	Info.Svc. & Equip. Replacement	
	256.42	0.00	501-000-518-80-40-00	Info.Syc. & Equip. Replacement	
	1,417.58	1,417.58			
635 Northshore Emergency Mgmt	2.00	10.41	(25 000 111 10 00 00	0.114	
	0,00	42.21	635-000-111-10-00-00	Cash Account	

Fund	DR Amount	CR Amount	Account Number	Description	Section 8, ItemE.
	42.21	0.00	635-000-589-40-00-07	Communications	
	42.21	42.21			
Grand Total:	60,626.06	60,626.06			

Bank Reconciliation

Checks by Date

User:

dmeagher

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09/02/2022 - 11:46AM



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
83954	9/8/2022	AARD Pest Control, Inc		AP		109.00
83955	9/8/2022	American Highway Products, Ltd		AP		195.34
83956	9/8/2022	Aurora Rents, Inc.		AP		161.62
83957	9/8/2022	CivicPlus		AP		28.87
83958	9/8/2022	Code Publishing Company		AP		601.15
83959	9/8/2022	James Santerelli Enterprises		AP		75.00
83960	9/8/2022	Lindsay Custer		AP		150.00
83961	9/8/2022	Eastside Public Safety Comm.		AP		2,029.56
83962	9/8/2022	Gene Johnson Plumbing & Heating		AP		71.40
83963	9/8/2022	Grainger		AP		987.71
83964	9/8/2022	Jessica Halterman		AP		5.45
83965	9/8/2022	Michael Harden		AP		32.16
83966	9/8/2022	Intersection Media, LLC		AP		1,000.00
83967	9/8/2022	Jet City Printing, Inc.		AP		759.69
83968	9/8/2022	King County Pet License		AP		90.00
83969	9/8/2022	Key Code Media, Inc.		AP		64,902.01
83970	9/8/2022	LaMotte Company		AP		140.00
83971	9/8/2022	Legend Data Systems, Inc.		ΛP		79.28
83972	9/8/2022	Megan McKay		AP		200.00
83973	9/8/2022	McNamara Industries Inc		AP		71.67
83974	9/8/2022	Katherine Moos		AP		350.00
83975	9/8/2022	Navia Benefit Solutions		AP		178.00
83976	9/8/2022	Northshore School District		AP		77.25
83977	9/8/2022	Office Depot, Inc.		AP		260,12
83978	9/8/2022	Old McDebbie's Farm, Inc		AP		3,240.00
83979	9/8/2022	Christine Oliver		AP		50.00
83980	9/8/2022	PACE Engineers, Inc.		AP		1,158.00
83981	9/8/2022	Pacific Office Automation		AP		469.03
83982	9/8/2022	Parametrix, Inc		AP		7,877.74
83983	9/8/2022	Progressive Animal Welfare Society		AP		220.00
83984	9/8/2022	Jeffrey Perrigo		AP		85.00
83985	9/8/2022	Wayne Perryman		AP		6,250.00
83986	9/8/2022	Puget Sound Executive Services, Inc.		AP		948.00
83987	9/8/2022	Sarah Roberts		AP		40,542.45
83988	9/8/2022	Eli Rosenblatt		AP		700.00
83989	9/8/2022	Shoreline/LFP Arts Council		AP		5,300.00
83990	9/8/2022	Stewart MacNichols Harmell, Inc., P.S.		AP		7,500.00
83991	9/8/2022	Snohomish Co Sheriff's Office		AP		18,857.12
83992	9/8/2022	Snohomish County Sheriff's Office		AP		8.52
83993	9/8/2022	Staples Advantage		AP		22.56
83994	9/8/2022	Transportation Solutions Inc		AP		22,058.75
83995	9/8/2022	William Watson		AP		100.00
83996	9/8/2022	Teresa Olding		AP		50.00
83997	9/8/2022	Westlake Hardware WA-153		AP		368.01

Bank Reconciliation

Checks by Date

User:

dmeagher

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Check No	Check Date	Name	Comment	Module	Clear Date	Amount
83953 8/26/2022	City of Lake Forest Park		AP		945.00	
				Total	Check Count:	1
				Total (Check Amount:	945.00

Bank Reconciliation

Checks by Date

User: dmeagher

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Check No	Check Date	Name	Comment	Module	Clear Date	Amount
82203791	9/8/2022	Northwest Environmental Trng. Ctr.		AP		390.00
82205431	9/8/2022	Reeves Co., Inc.		AP		17.03
82205432	9/8/2022	Amazon		AP		151.92
82205433	9/8/2022	Fabulous Cleaners		AP		790.89
82205435	9/8/2022	Best Western Liberty Inn Dupont		AP		574.04
82205436	9/8/2022	Police Records and Information Manag	26	AP		259.00
82210101	9/8/2022	Patricia'sPetals.com		AP		101.59
82210102	9/8/2022	SAM Registration Center		AP		1,620.00
82227511	9/8/2022	Adobe Inc.		AP		256.42
82227512	9/8/2022	Wasabi Technologies, Inc		AP		9.68
82227881	9/8/2022	Guardian Security		AP		163.50
82227882	9/8/2022	North City Water District		AP		134.05
82227883	9/8/2022	North City Water District		AP.		86.77
82227884	9/8/2022	North City Water District		AP		235.93
82227885	9/8/2022	North City Water District		AP		66.98
82227886	9/8/2022	Puget Sound Energy		AP		10.89
82227887	9/8/2022	Seattle City Light		AP		14.40
82227888	9/8/2022	Seattle City Light		AP		14.42
82227889	9/8/2022	Seattle City Light		AP		302.77
82229901	9/8/2022	FBI National Academy FBINAA		AP		1,169.15
82270331	9/8/2022	Mason Supply Co.		AP		356.26
82292711	9/8/2022	American Planning Assoc. of WA		AP		100.00
82292712	9/8/2022	Association of Washington Cities		AP		100.00
82295771	9/8/2022	North American Rescue, LLC		AP		128.92
82295772	9/8/2022	FBI-LEEDA		AP		695.00
82295773	9/8/2022	Google, LLc		AP		11.00
82295774	9/8/2022	Washington State Department of Enter	р	AP		27.48
82295775	9/8/2022	Breakthrough Clean Technologies		AP		187.94
822278810	9/8/2022	Seattle City Light		AP		2,871.29
822278811	9/8/2022	Summit Law Group PLLC		AP		480.00
822278812	9/8/2022	Innovac Services LLC		AP		3,190.00
822278813	9/8/2022	Innovac Services LLC		AP		6,000.00
822278814	9/8/2022	National Barricade Co. LLC		AP		564.81
822278815	9/8/2022	Sound Security Inc. (Sonitrol)		AP		1,740.37
822278816	9/8/2022	Northwest Cascade, Inc.		AP		174.05
822278817	9/8/2022	Integra Telecom, Inc.		AP		413.77
822278818	9/8/2022	Seattle City Light		AP		28.35
822278819	9/8/2022	Innovac Services LLC		AP		5,560.00
822278820	9/8/2022	Innovac Services LLC		AP		5,205.00
822278821	9/8/2022	Innovac Services LLC		AP		6,150.00
822278822	9/8/2022	Good To Go		AP		1.00
822278823	9/8/2022	Stericyle, Inc.		AP		10.36
822278824	9/8/2022	Northwest Cascade, Inc.		AP		1,204.00
822278825	9/8/2022	The Seattle Times		AP		595.41
822278826	9/8/2022	Smarsh		AP		1,484.48
822278827	9/8/2022	National Barricade Co. LLC		AP		94.14

Check No	Check Date	Name	Comment	Module	Clear Date	Section 8, ItemE.
822278828	9/8/2022	Waste Management Northwest		AP		2,267.45
822278829	9/8/2022	Verizon Wireless		AP		2,676.47
822278830	9/8/2022	Innovac Services LLC		AP		10,996.24
822278831	9/8/2022	Northwest Cascade, Inc.		AP		504.11
822278832	9/8/2022	Northwest Cascade, Inc.		AP		418.01
822278833	9/8/2022	Stericyle, Inc.		AP		20.72
				Total (Check Count:	52
				Total (Check Amount:	60,626.06

Accounts Payable

Checks by Date - Summary by Check Date

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8/29/2022 7:25 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	08/23/2022	38,725.75
ACH	NAVIA	Navia Benefit Solutions, Inc.	08/23/2022	233.28
ACH	NAVIAFSA	Navia - FSA	08/23/2022	228.41
ACH	TEAMDR	National D.R.I.V.E.	08/23/2022	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	08/23/2022	1,015.76
ACH	WASUPREG	Washington State Support Registry	08/23/2022	200.00
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	08/23/2022	7,624.15
ACH	ZAFLAC	Aflac	08/23/2022	74.75
ACH	ZAWC	AWC	08/23/2022	1,379.08
ACH	ZEMPSEC	Employment Security Dept.	08/23/2022	469.24
ACH	ZGUILD	LFP Employee Guild	08/23/2022	725.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	08/23/2022	30,671.14
ACH	ZL&I	Washington State Department of Labor & I		6,195.33
ACH	ZLEOFF	Law Enforcement Retirement	08/23/2022	13,640.01
ACH	ZLFPIRS	Lake Forest Park/IRS	08/23/2022	29,630.77
ACH	ZPERS	Public Employees Retirement	08/23/2022	21,944.83
ACH	ZTEAM	Teamsters Local Union #117	08/23/2022	202.28
ACH	ZWATWT	Washington Teamsters Welfare Trust	08/23/2022	334.90
			Total for 8/23/2022:	153,299.13
			Report Total (18 checks):	153,299.13

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Checks by Date

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Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	8/23/2022		DD 00523.08.2022	PR		161,746.30
				Total	Check Count:	1
				Total (Check Amount:	161,746.30



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date September 8, 2022

Originating Department Finance

Contact Person Lindsey Vaughn, Finance Director

Title Ordinance 1249 – Amending Chapter 13.08 of the Lake Forest Park

Municipal Code, Sewer Service and Use, regarding rates

Legislative History

First Presentation
 September 8, 2022, Regular Meeting

Attachments:

1. Ordinance 1249

Executive Summary

A majority of the rates and fees in the City are set by a consolidated resolution approved by the City Council. While conducting an audit of the Lake Forest Park Municipal Code (LFPMC), staff discovered that the sewer rates are required to be adopted by Council in its biennial budget document. To be consistent with other fees, the staff is recommending that chapter 13.08 LFPMC be amended to allow sewer rate fees to be adopted by resolution.

Background

The Sewer Service and Use chapter of the LFPMC was established by Ordinance 1098 in 2015 by the City Council. While the majority of fees charged by the City are approved annually in a consolidated resolution, the sewer rates are adopted in the biennial budget document. For consistency and ease of use by citizens, the staff is recommending that all rates and fees be set using the same process. In order to accomplish this, LFPMC 13.08.090 needs to be amended to allow the sewer rates to be set by resolution.

Fiscal & Policy Implications

Setting the sewer rates by resolution will allow for greater transparency with the public. Amending the code will be a minimal publication cost.

Alternatives

Options	Results
 Pass the Ordinance and amend the city's municipal code 	This will allow the city to set sewer rates by resolution and allow greater transparency for the public
Don't amend the municipal code	The setting of sewer rates will be included in the biennial budget document

Staff Recommendation

Staff recommends passing the Ordinance and amending the LFPMC to allow the setting of sewer rates by resolution.

ORDINANCE NO. 1249

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING CHAPTER 13.08 OF THE LAKE FOREST PARK MUNICIPAL CODE, SEWER SERVICE AND USE, REGARDING RATES; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, chapter 13.08, Sewer Service and Use, was adopted by Ordinance 1098 in 2015, and provides for the protection and use of the City of Lake Forest Park's sewer infrastructure; and

WHEREAS, the City has consolidated fees it charges into one schedule adopted by City Council resolution each year, which makes for easier annual review and ease of reference for users; and

WHEREAS, section 13.08.090 of the Lake Forest Park Municipal Code currently requires that rates for sanitary sewer services be adopted in the City's biennial budget; and

WHEREAS, the proposed amendment would authorize sanitary sewer service rate changes to be made by resolution adopted by the City Council.

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

<u>Section 1. AMENDMENT.</u> The City Council of the City of Lake Forest Park hereby amends section 13.08.090 LFPMC, Sewer rates and charges, as follows:

13.08.090 Sewer rates and charges

A. Rates. Rates for sanitary sewer service are adopted by the city council in the city's biennial budget document.established by city council resolution.

. . .

<u>Section 2. SEVERABILITY.</u> 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.

<u>Section 3. CORRECTIONS.</u> 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.

<u>Section 4. EFFECTIVE DATE</u>. This ordinance shall take effect five (5) days after passage and publication.

APPROVED BY A MAJORITY the Lake Forest Park City Council this XXX day of XXX, 2022.

	APPROVED:
	Jeff Johnson Mayor
ATTEST/AUTHENTICATED:	
Matthew McLean City Clerk	
APPROVED AS TO FORM:	
Kim Adams Pratt	
City Attorney	
Introduced:	
Adopted:	
Posted:	
Published:	
Effective:	

Ordinance No. 1249 Page 2 of 2



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date September 8, 2022

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Resolution 1854 authorizing the Mayor to execute the Distributors

Washington Settlement Participation Form related to the nationwide

opioid litigation

Legislative History

• Action September 8, 2022

Attachments:

- 1. Resolution 1854 Authorizing Execution of MOU
- 2. Distributors Washington Settlement Participation Form

Executive Summary

This agenda item seeks City Council authorization for the Mayor to execute the Distributors Washington Settlement Participation Form related to the nationwide opioid litigation.

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 who manufacture, distribute, and dispense prescription opioids (the "Opioid Distributors"). The State of Washington has now reached a settlement with the Opioid Distributors for up to \$518 million, with more than \$476 million to be directed toward addressing the opioid epidemic, paid over a 17-year period starting in December 2022. The Opioid Distributors settlement includes three separate agreements:

1. Participation Form (this form is needed for the Distributors Washington Settlement to be finalized)

- 2. One Washington Memorandum of Understanding between the Washington Municipalities (this agreement covers how the settlement funds will be allocated among participating local jurisdictions and has already been approved by the City Council pursuant to Resolution 1845)
- 3. Allocation Agreement (this agreement covers the split between the State and local jurisdictions)

This agenda bill pertains to the participation form.

Washington cities and counties with populations over 10,000 can join this settlement, and if a sufficient number join, they will receive up to \$215 million that must be spent on efforts to combat the opioid epidemic. Similar agreements have been reached in almost every other state. No other state (and their local governments) have decided not to approve the national settlement.

The proceeds can only be used for approved purposes as outlined in the agreement, such as treatment for opioid use disorder ("OUD"), support for people in treatment and recovery, providing connections to care for people who have—or are at risk of developing—OUD, addressing the needs of persons with OUD in the criminal justice system, training, and research. Local governments can spend the money directly or pool the money with other local governments on a regional basis.

In order for the settlement to be finalized, Washington local governments that filed suit against these opioid distributors need to sign the Participation Form releasing their claims and then dismiss them with prejudice, and ninety percent (90%) of Washington local governments with a population of over 10,000 that did not file a lawsuit against the Opioid Distributors (such as the City of Lake Forest Park) need to sign the Participation Form releasing their potential claims. As of August 9, 2022, only 17 of the 125 cities and counties with populations over 10,00 have joined by signing the Participation Form, but if not enough join, the settlement is void and neither the State nor Washington cities or counties will get any settlement money.

While the City could choose not to participate in the settlement and pursue its own claims (if any) against the Opioid Distributors, there is no guarantee of success and doing so would be expensive and without the benefit of coordination with the other participating jurisdictions. Furthermore, if any non-participating jurisdictions file their own claims against the Opioid Distributors, it may result in delays and even potential reductions in payment under the settlement agreement for those jurisdictions that are participating.

Fiscal & Policy Implications

Execution of the Participation Form would have no negative impact on the City's budget and would help ensure that the State is able to meet the participation threshold to effectuate the settlement with the Opioid Distributors. The City's additional execution of the related One Washington MOU and Allocation Agreement will guarantee that the City receives a portion of the settlement proceeds from the Opioid Distributors; however, the amount is dependent on how many other jurisdictions decide to sign on to the MOU and the ultimate settlement, and is therefore not known at this time.

Staff Recommendation

Adopt Resolution XXXX authorizing the Mayor to execute the Distributors Washington Settlement Participation Form related to the nationwide opioid litigation.

RESOLUTION NO. 1854

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE DISTRIBUTORS WASHINGTON SETTLEMENT PARTICIPATION FORM RELATED TO THE NATIONWIDE OPIOID LITIGATION

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 who manufacture, distribute, and dispense prescription opioids (the "Opioid Distributors"); and

WHEREAS, after a 6-month trial at the close of the evidence, the State of Washington reached a settlement with the Opioid Distributors for up to \$518 million, with more than \$476 million to be directed toward addressing the opioid epidemic, paid over a 17-year period starting in December 2022; and

WHEREAS, Washington cities and counties with populations over 10,000 can join this settlement, and if a sufficient number join, they will receive up to \$215 million that must be spent on efforts to combat the opioid epidemic; and

WHEREAS, a local government can either spend the money itself or elect to pool its money with other local governments on a regional basis; and

WHEREAS, the proceeds can only be used for approved purposes, such as treatment for opioid use disorder ("OUD"), support for people in treatment and recovery, providing connections to care for people who have—or are at risk of developing—OUD, addressing the needs of persons with OUD in the criminal justice system, training, and research; and

WHEREAS, in order for the settlement to be finalized, Washington local governments that filed suit against these opioid distributors need to sign the Participation Form releasing their claims and then dismiss them with prejudice, and ninety percent (90%) of Washington local governments with a population of over 10,000 that did not file a lawsuit against the Opioid Distributors (such as the City of Lake Forest Park) need to sign the Participation Form releasing their potential claims; and

WHEREAS, as of August 9, 2022, only 17 of the 125 cities and counties with populations over 10,00 have joined by signing the Participation Form, but if not enough join, the settlement is void and neither the State nor Washington cities or counties will get any settlement money; and

WHEREAS, almost all of the other states in the country have similar agreements already, and no other state (and their local governments) have decided not to approve the national settlement; and

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WHEREAS, the City Council finds it is in the best interest of the City to execute the Participation Form to ensure the settlement receives sufficient participation by local governments and to help combat the opioid epidemic in this State;

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

<u>Section 1. AUTHORIZATION TO EXECUTE AGREEMENT</u>. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the Distributors Washington Settlement Participation Form, included herewith as Attachment 1.

<u>Section 2. CORRECTIONS.</u> 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 __ day of September , 2022.

Jeff Johnson Mayor

APPROVED:

ATTEST/AUTHENTICATED:

Matt McLean City Clerk

FILED WITH THE CITY CLERK: PASSED BY THE CITY COUNCIL: RESOLUTION NO.: 1854

Resolution No. 1854 Page 2 of 2

ATTACHMENT 1 to Resolution 1854

Exhibit F Subdivision Settlement Participation Form

Governmental Entity:	City of Lake Forest Park	State: Washington
Authorized Official:	Jeff Johnson, Mayor	9
Address 1:	17425 Ballinger Way NE	
Address 2:	3 7	
City, State, Zip:	Lake Forest Park, WA 98155	
Phone:	206.368.5440	
Email:	phill@citvoflfp.gov	

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

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

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

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

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

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

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

Signature:	
Name:	Jeff Johnson
Title:	Mayor
Date:	

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Washington Distributor Settlement

August 8, 2022 presentation

Jeff Rupert, Washington AGO

The AGO's lawsuit against the distributors

- ► The AGO filed suit against AmerisourceBergen, Cardinal Health, and McKesson
- ► Nuisance and consumer protection claims
- ► Huge amount of document and data in discovery
- ► 6-month trial in King County Superior Court
- Settled at close of evidence

Overview of settlement

- ▶ Up to \$518 million payable over 17 years
 - ▶ \$430 million must be spent on combatting the opioid epidemic
 - Attorney General is directing an additional \$46 million in attorneys' fees to opioid spending by the State.
 - ► Remainder is attorneys' fees.

Who must join the settlement for it become effective?

- ▶ 125 local governments listed in the settlement
- ► All 37 jurisdictions that filed a lawsuit must join
- ▶ 90% of the local governments with a population over 10,000 that did not file a lawsuit must join

All other states have approved

- Washington settlement structure is very similar to the national distributor settlement that 48 other states and local governments joined
- No other State and its local governments have decided not to approve the national settlement

How a city or county can join the settlement

- Sign and return the Participation Form
- ▶ Deadline is September 23, 2022
- ► Return form to comopioidscases@atg.wa.gov

What happens if not enough cities and counties join the settlement?

- ► If not enough local governments join by September 23, 2022, the settlement is void
- ► No one gets any of the settlement money
- As of 8/8, only 17 out of 125 eligible local governments have returned the Participation Form

The national distributor settlement is part of Washington's settlement

- The national distributor settlement is incorporated into the Washington settlement as Exhibit H
- ► The terms and conditions in the national settlement apply to Washington

How will the money be split between the State and the local governments?

- The State and attorneys representing the local governments have agreed in principle to 50% local government/50% State split of the up to \$430 million abatement amount
- ► The local governments will receive up to \$215 million payable over 17 years

Why is the local government share "up to" \$215 million?

- ► The Washington and national settlement have base and incentive payment structures
- ► If less than 100% of the non-litigating local governments join, the settlement payments are less
- ► If a local government later files a lawsuit against the distributors, the settlement payments are less and the payments may be delayed

How to join the Allocation Agreement

- ► The Allocation Agreement has not yet been finalized, but will be sent to the local governments soon
- ► Sign the Allocation Agreement and return the signature page to comopioidscases@atg.wa.gov
- ► The threshold for the Allocation Agreement to be effective is in Exhibit O of the national settlement agreement

How are the local governments dividing their share?

- ► The One Washington MOU that Keller Rohrback circulated will be used to divide the local government share
- ► The Allocation Agreement makes a few changes to the One Washington MOU for the Distributor settlement

How to calculate the share your city or county would receive

- Exhibit B of the One Washington MOU lists the percentage that each eligible local government will receive
- Percentages based on population adjusted for proportionate share of the impact of the opioid epidemic
- ► A local government's share can calculated by multiplying \$215 million and that local government's percentage in Exhibit B
- Attorneys' fees of 15% then need to be deducted, but this will not occur in later payment years as some of these fees are being paid via the settlement

How to join the One Washington MOU

- Sign the One Washington MOU
- Return the signature page to <u>comopioidscases@atg.wa.gov</u> or Keller Rohrback
- ► The threshold for the One Washington MOU to be effective is in Exhibit O of the national settlement agreement

A local government can decide to spend settlement money or pool it with others

- ► The One Washington MOU requires that each region establish an Opioid Abatement Council to oversee allocation, distribution, and spending
- ► A local government can spend settlement money itself or regionally
- Settlement funds must be spent on an Approved Use for fighting the opioid epidemic per court order

Spending and reporting requirements

- Opioid spending must be spent on an Approved Uses per court order
- Approved Uses are listed on Exhibit E of the national settlement agreement
- ► The national settlement and settlement administrator have reporting and tax cooperation requirements
- All records must be retained and the Public Records Act applies

To increase efficiency, please coordinate your spending with the State's spending

- ► The State's opioid spending is being coordinated by HCA and DOH
- Please discuss your spending plans with State and regional counsels so that spending can be coordinated

When do settlement payments start?

- ▶ The first payment is due by December 1, 2022
- ► Each of the 16 successive payment will be made on July 15

Will the settlement payments be the same each year?

- Settlement payments will not be the same but will not vary greatly unless certain incentive payments are not achieved. See Section IV and Exhibit M of the national settlement
- ► The first payment on December 1, 2022 will be approximately double the amount of the remaining 16 payments

Other opioid bankruptcies

- ► The Mallinckrodt and Purdue bankruptcies have different requirements, and no sign on is required for either
- ► There may be future opioid settlements

Questions

- ► Contact Jeff Rupert, the Complex Litigation Division Chief, at 206-389-2116 or <u>Jeffrey.Rupert@atg.wa.gov</u>
- ► You also can contact <u>comopioidscases@atg.wa.gov</u>
- https://www.atg.wa.gov/distributors-washingtonsettlement has more information about the settlement and the sign-on forms



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date September 8, 2022

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Resolution 1855 authorizing the Mayor to execute the Allocation

Agreement related to the allocation and use of opioid litigation settlement

proceeds between the State and eligible cities and counties

Legislative History

Action
 September 8, 2022 Regular Meeting

Attachments:

- 1. Resolution 1855 Authorizing Execution of MOU
- 2. Allocation Agreement

Executive Summary

This agenda item seeks City Council authorization for the Mayor to execute the Allocation Agreement related to the allocation and use of opioid litigation settlement proceeds between the State and eligible cities and counties.

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 who manufacture, distribute, and dispense prescription opioids (the "Opioid Distributors"). The State of Washington has now reached a settlement with the Opioid Distributors for up to \$518 million, with more than \$476 million to be directed toward addressing the opioid epidemic, paid over a 17-year period starting in December 2022. The Opioid Distributors settlement includes three separate agreements:

1. Participation Form (this form is needed for the Distributors Washington Settlement to be finalized)

- 2. One Washington Memorandum of Understanding between the Washington Municipalities (this agreement covers how the settlement funds will be allocated among participating local jurisdictions and has already been approved by the City Council pursuant to Resolution 1845)
- 3. Allocation Agreement (this agreement covers the split between the State and local jurisdictions)

This agenda bill pertains to the Allocation Agreement.

Washington cities and counties with populations over 10,000 can join this settlement, and if a sufficient number join, they will receive up to \$215 million that must be spent on efforts to combat the opioid epidemic. The proceeds can only be used for approved purposes as outlined in the agreement, such as treatment for opioid use disorder ("OUD"), support for people in treatment and recovery, providing connections to care for people who have—or are at risk of developing—OUD, addressing the needs of persons with OUD in the criminal justice system, training, and research. Local governments can spend the money directly or pool the money with other local governments on a regional basis.

The Allocation Agreement outlines how funds will be split between the State and eligible cities and counties and makes a few amendments to the related One Washington MOU for the Distributors Washington Settlement. While the City could choose not to sign the Allocation Agreement, doing so may result in the City not receiving any of the settlement proceeds.

Fiscal & Policy Implications

Execution of the Allocation Agreement would have no negative impact on the City's budget and would help ensure that the State is able to meet the participation threshold to effectuate the settlement with the Opioid Distributors. The City's additional execution of the related One Washington MOU and Participation Form will guarantee that the City receives a portion of the settlement proceeds from the Opioid Distributors; however, the amount is dependent on how many other jurisdictions decide to sign on to the MOU and the ultimate settlement, and is therefore not known at this time.

Staff Recommendation

Adopt Resolution 1855 authorizing the Mayor to execute the Allocation Agreement related to the allocation and use of opioid litigation settlement proceeds between the State and eligible cities and counties.

RESOLUTION NO. 1855

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE ALLOCATION AGREEMENT RELATED TO THE ALLOCATION AND USE OF OPIOID LITIGATION SETTLEMENT PROCEEDS BETWEEN THE STATE AND ELIGIBLE CITIES AND COUNTIES

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 who manufacture, distribute, and dispense prescription opioids (the "Opioid Distributors"); and

WHEREAS, after a 6-month trial at the close of the evidence, the State of Washington reached a settlement with the Opioid Distributors for up to \$518 million, with more than \$476 million to be directed toward addressing the opioid epidemic, paid over a 17-year period starting in December 2022; and

WHEREAS, Washington cities and counties with populations over 10,000 can join this settlement, and if a sufficient number join, they will receive up to \$215 million that must be spent on efforts to combat the opioid epidemic; and

WHEREAS, a local government can either spend the money itself or elect to pool its money with other local governments on a regional basis; and

WHEREAS, the proceeds can only be used for approved purposes, such as treatment for opioid use disorder ("OUD"), support for people in treatment and recovery, providing connections to care for people who have—or are at risk of developing—OUD, addressing the needs of persons with OUD in the criminal justice system, training, and research; and

WHEREAS, the Allocation Agreement outlines how funds will be split between the State and eligible cities and counties, and makes a few amendments to the related One Washington MOU for the Distributors Washington Settlement; and

WHEREAS, while entering into the Allocation Agreement is not required in order for the Distributors Washington Settlement to be effective, local jurisdictions must sign the agreement in order to participate and receive funds; and

WHEREAS, the City Council finds it is in the best interest of the City to enter into the Allocation Agreement to receive a portion of the settlement proceeds to use to address opioid issues faced by the City;

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

<u>Section 1. AUTHORIZATION TO EXECUTE AGREEMENT</u>. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the Allocation Agreement, included herewith as Attachment 1.

<u>Section 2. CORRECTIONS.</u> 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 __ day of September , 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean City Clerk

FILED WITH THE CITY CLERK: PASSED BY THE CITY COUNCIL: RESOLUTION NO.: 1855

Resolution No. 1855 Page 2 of 2

ATTACHMENT 1 to Resolution 1855

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

AUGUST 8, 2022

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

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

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

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

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

- on a contingency fee contract and City X receives \$1,000,000 from the Distributors Settlement, then the maximum that the firm can receive is \$150,000 for fees.)
- 7. No portion of the Washington Fees and Costs as defined in Section V of the Distributors Settlement and/or the State Share as defined in Paragraph 8.A of this Allocation Agreement shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 10 of this Allocation Agreement and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax other than the aforementioned payment by the Settling Distributors to Participating Litigating Subdivisions' attorneys for fees and costs in Section V.B.2 of the Distributors Settlement.
- 8. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for Opioid Remediation as defined in Section I.SS of the Global Settlement, except as allowed by Section V of the Global Settlement. Exhibit 4 is a non-exhaustive list of expenditures that qualify as Opioid Remediation. Further, the Washington Abatement Amount shall and must be used by the State and Participating Local Governments as provided for in the Distributors Settlement.
- 9. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington ("State Share").
 - B. Fifty percent (50%) to the Participating Local Governments ("LG Share").
- 10. The LG Share shall be distributed pursuant to the MOU attached hereto as Exhibit 3 as amended and modified in this Allocation Agreement.
- 11. For purposes of this Allocation Agreement only, the MOU is modified as follows and any contrary provisions in the MOU are struck:

3

A. The MOU is amended to add new Section E.6, which provides as follows:

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

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

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

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

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

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

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

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

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

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

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General

JEFFREY G. RUPERT
Division Chief

Date:

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government:	City of Lake Forest Park, Washington
Authorized signature:	
Name: Jeff Johnson	
Title: Mayor	
Date:	
	retion to execute the MOU for purposes of this his box (see Paragraph 10.A of this Allocation
☐ Local Government is executing the N	MOU in the form attached hereto as Exhibit 3, but et forth in this Allocation Agreement, only for

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EXHIBIT 1 Distributors Settlement

DISTRIBUTORS WASHINGTON SETTLEMENT AGREEMENT

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DISTRIBUTORS – WASHINGTON SETTLEMENT AGREEMENT

I. Overview

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

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

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

II. Conditions to Effectiveness of Agreement

A. Global Settlement Conditions to Effectiveness.

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

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

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

- 2. The State of Washington shall deliver all signatures and releases required by the Agreement to be provided by the Settling States to the Settling Distributors by September 30, 2022. This <u>Section II.A.2</u> supersedes the deadline for delivering those signatures and releases set forth in Section VIII.A.1 of the Global Settlement.
- B. Agreement with Enforcement Committee. This Agreement shall not become effective unless the Enforcement Committee and the Settling Distributors execute the Enforcement Committee Agreement is not executed by June 1, 2022, the State of Washington and Settling Distributors will promptly negotiate an agreement that mirrors the Global Settlement to the extent possible and with a credit of \$1,000,000 to Settling Distributors to account for possible credits the Settling Distributors would have received under Section V of this Agreement from the State Cost Fund and the Litigating Subdivision Cost Fund of the Global Settlement and to be deducted from the Year 7 payment described in Section V.B.1 and Section V.C.g of this Agreement.
- C. *Participation by Subdivisions*. If the condition in <u>Section II.B</u> has been satisfied, this Agreement shall become effective upon one of the following conditions being satisfied:
 - 1. All Litigating Subdivisions in the State of Washington and ninety percent (90%) of Non-Litigating Primary Subdivisions (calculated by population pursuant to the Global Settlement) in the State of Washington must become Participating Subdivisions by September 23, 2022.
 - 2. If the condition set forth in <u>Section II.C.1</u> is not met, the Settling Distributors shall have sole discretion to accept the terms of this Agreement, which shall become effective upon notice provided by the Settling Distributors to the State of Washington. If the condition set forth by <u>Section II.C.1</u> is not met and Settling Distributors do not exercise discretion to accept this Agreement, this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.
- D. Dismissal of Claims. Provided that the conditions in Sections II.B and II.C have been satisfied, the State of Washington shall file the Consent Judgment described in Section I.N of the Global Settlement and attached hereto as Exhibit G ("Washington Consent Judgment") with the King County Superior Court ("Washington Consent Judgment Court") on or before November 1, 2022. This Section II.C.2 supersedes the deadline for submitting a Consent Judgment set forth in Section VIII.B of the Global Settlement. In the event that the Court declines to enter the Washington Consent Judgment, each Settling Distributor shall be entitled to terminate the Agreement as to itself and shall be excused from all obligations under the Agreement, and if a Settling Distributor terminates the Agreement as to itself, all releases and other commitments or obligations contained herein with respect to that Settling Distributor will be null and void. The date of the entry of the Washington Consent Judgment shall be the effective date of this Agreement

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

III. Participation by Subdivisions

- A. *Notice*. The Office of the State of Washington Attorney General in consultation with the Settling Distributors shall send individual notice of the opportunity to participate in this Agreement and the requirements for participation to all Subdivisions eligible to participate who have not returned an executed Subdivision Settlement Participation Form within fifteen (15) days of the execution of this Agreement. The Office of the State of Washington Attorney General may also provide general notice reasonably calculated to alert Subdivisions, including publication and other standard forms of notification. Nothing contained herein shall preclude the State of Washington from providing further notice to, or from contacting any of its Subdivision(s) about, becoming a Participating Subdivision.
- B. *Trigger Date for Later Litigating Subdivisions*. Notwithstanding Sections I.EE and I.GGGG of the Global Settlement, as to the State of Washington, Settling Distributors and the State of Washington agree to treat the Trigger Date for Primary Subdivisions as September 23, 2022 and the Trigger Date for all other Subdivisions as May 3, 2022.
- C. *Initial and Later Participating Subdivisions*. Notwithstanding Sections I.BB, I.CC, I.FF and Section VII.D and E of the Global Settlement, any Participating Subdivision in Washington that meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C of the Global Settlement on or before September 23, 2022 shall be considered an Initial Participating Subdivision. Participating Subdivisions that are not Initial Participating Subdivisions but meet the applicable requirements for becoming Participating Subdivisions set forth in Section VII.B or Section VII.C of the Global Settlement after September 23, 2022 shall be considered Later Participating Subdivisions.
- D. Subdivision Settlement Participation Forms. Each Subdivision Settlement Participation Form submitted by a Participating Subdivision from the State of Washington shall be materially identical to Exhibit F to this Agreement. Nothing in Exhibit F is intended to modify in any way either the terms of this Agreement or the terms of the Global Settlement, both of which the State of Washington and Participating Subdivisions agree to be bound. To the extent that any Subdivision Settlement Participation Form submitted by any Participating Subdivision is worded differently from Exhibit F to this Agreement or interpreted differently from the Global Agreement and this Agreement in any respect, the Global Agreement and this Agreement control.

IV. Settlement Payments

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

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

- B. *Use of Payment.* The Washington Abatement Amount paid under this Agreement shall be used as provided for in Section V of the Global Settlement.
- C. Nature of Payment. The State of Washington and its Participating Subdivisions agree that payments made to the State of Washington and its Participating Subdivisions under this Agreement are properly characterized as described in Section V.F of the Global Settlement.

V. Plaintiffs' Attorneys' Fees and Costs

- A. *Interaction with Global Settlement*. Notwithstanding any contrary provision in the Global Settlement, payments to cover attorneys' fees and costs under this Agreement ("Washington Fees and Costs") shall be made pursuant to this Section V.
- B. *Amounts*. The total amount to cover of all Washington Fees and Costs is \$87,750,230.98. That total consists of the categories of attorneys' fees and costs set forth in this Section V.B and shall be paid on the schedule set forth in Section V.C.
 - 1. State Outside and Inside Counsel Fees and Costs. Settling Distributors shall pay \$76,829,316.21 to cover in-house fees and costs and outside counsel fees and costs to the Washington Attorney General's Office, which shall be used for any lawful purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney General. The amount shall be paid in increments as specified in Section V.C (Payment Year 1-20%, Payment Year 2-20%, Payment Year 3-15%, Payment Year 4-15%, Payment Year 5-15%, Payment Year 6-10%, Payment Year 7-5%.)
 - 2. <u>Fees and Costs for Participating Litigating Subdivisions' Attorneys.</u>
 Settling Distributors shall pay \$10,920,914.70 to Participating Litigating Subdivisions' attorneys for fees and costs into a single account as directed by the Washington Attorney General's Office, which then shall be paid as agreed between the State of Washington and attorneys for Participating Litigating Subdivisions. Participating Litigating Subdivisions' attorneys shall be paid in accordance with the schedule in <u>Section V.C</u> and <u>V.D.5</u> of this Agreement.
- C. *Schedule*. Washington Fees and Costs shall be paid according to the following schedule:
 - a. Payment Year 1: Twenty percent (20%) of the total Washington Fees and Costs amount (\$17,550,046.20), to be paid on or before December 1, 2022.

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- b. Payment Year 2: Twenty percent (20%) of the total Washington Fees and Costs amount (\$17,550,046.20), to be paid on or before December 1, 2022.
- c. Payment Year 3: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2023.
- d. Payment Year 4: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2024.
- e. Payment Year 5: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2025.
- f. Payment Year 6: Ten percent (10%) of the total Washington Fees and Costs amount (\$8,775,023.10), to be paid on or before July 15, 2026.
- g. Payment Year 7: Five percent (5%) of the total Washington Fees and Costs amount (\$4,387,511.55), to be paid on or before July 15, 2027.
- D. Remittance. So that Settling Distributors do not pay the same fees and costs under both the Global Settlement and this Agreement, Washington and its Participating Litigating Subdivisions and their respective counsel shall do as follows:
 - 1. Participating Litigating Subdivisions in Washington and their counsel shall apply to the Attorney Fee Fund and the Litigating Subdivision Cost Fund created pursuant to Exhibit R of the Global Settlement for all fees, costs and expenses for which they may be eligible and shall instruct the Fee Panel and the Cost and Expense Fund Administrator to remit to Settling Distributors the full amount awarded to such Participating Litigating Subdivision, with each Settling Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.
 - 2. Counsel for Participating Subdivisions shall instruct the Fee Panel created by the MDL Court pursuant to Exhibit R of the Global Settlement to remit to Settling Distributors the Contingency Fee Amount for their Participating Subdivisions in the State of Washington, with each Settling Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.
 - 3. The State of Washington shall instruct the Fee Fund Administrator selected pursuant to Exhibit S of the Global Settlement that the Settling Distributors shall not pay the Fixed Amount for the State of Washington, and the State of Washington will not be eligible to receive funds from the State Outside Counsel Fee Fund under the Global Settlement.
 - 4. The State of Washington shall submit documented costs, as provided for in Exhibit T of the Global Settlement, to the Global Settlement State Cost Fund created pursuant to Exhibit T of the Global Settlement for all costs and expenses for which it may be eligible and shall instruct the State Cost Fund Administrator to remit to Settling Distributors the full amount awarded to the State of Washington, with each Settling

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

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

VI. Release

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

VII. Miscellaneous

- A. *No Admission*. The Settling Distributors do not admit liability, fault, or wrongdoing. Neither this Agreement nor the Washington Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors. It is the understanding and intent of the Agreement Parties that no portion of the Agreement shall be entered into evidence in any other action against the Settling Distributors, among other reasons, because it is not relevant to such action. For the avoidance of any doubt, nothing herein shall prohibit a Settling Distributor from entering this Agreement into evidence in any litigation or arbitration concerning a Settling Distributor's right to coverage under an insurance contract.
- Tax Cooperation and Reporting. The State of Washington and its Participating Subdivisions will be bound by Section V.F and Section XIV.F of the Global Settlement, except (i) as set forth in the final sentence of this Section VII.B and (ii) that the State of Washington shall be its own Designated State and shall designate its own "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "Appropriate Official"). The IRS Forms 1098-F to be filed with respect to this Agreement are attached as Exhibit C, Exhibit D, and Exhibit E. The State of Washington and its Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section XIV.F.4 of the Global Settlement with respect to this Agreement, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor's portion of the aggregate amount of payments paid or incurred by the Settling Distributors hereunder as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F, each Settling Distributor's portion of the amount equal to the aggregate amount of payments paid or incurred by the Settling Distributors hereunder less the Compensatory Restitution Amount as the "Amount to be paid for violation or potential violation" in Box 2 of IRS Form 1098-F and each Settling Distributor's portion of the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F, as reflected in Exhibit C, Exhibit D, and Exhibit E.

- C. *No Third-Party Beneficiaries*. Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the State of Washington or a Released Entity. The State of Washington may not assign or otherwise convey any right to enforce any provision of this Agreement.
- D. Cooperation. Each Agreement Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Agreement Parties and Participating Subdivisions to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Agreement Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or the Washington Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Washington Consent Judgment.
- E. *Enforcement*. All disputes between Settling Distributors and the State of Washington and/or the Participating Subdivisions in the State of Washington shall be handled as specified in Section VI of the Global Settlement, including the referral of relevant disputes to the National Arbitration Panel.
- F. No Violations of Applicable Law. Nothing in this Agreement shall be construed to authorize or require any action by Settling Distributors in violation of applicable federal, state, or other laws.
- G. *Modification*. This Agreement may be modified by a written agreement of the Agreement Parties. For purposes of modifying this Agreement or the Washington Consent Judgment, Settling Distributors may contact the Washington Attorney General for purposes of coordinating this process. The dates and deadlines in this Agreement may be extended by written agreement of the Agreement Parties, which consent shall not be unreasonably withheld.
- H. *No Waiver*. Any failure by any Agreement Party to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- I. Entire Agreement. This Agreement, including the Global Settlement (and its exhibits), represents the full and complete terms of the settlement entered into by the Agreement Parties, except as provided herein. In any action undertaken by the Agreement Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.
- J. *Counterparts*. This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.
- K. *Notice*. All notices or other communications under this Agreement shall be provided to the following via email and overnight delivery to:

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

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

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

Copy to the State of Washington at:

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

[Signatures begin on next page.]

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Dated:

ROBERT W. FERGUSON

Attorney General, State of Washington

By:

Name: JEFFREY RUPERT

Title: Division Chief

Dated: May 2, 2022 AMERISOURCEBERGEN CORPORATION

By: Elizabeth Campbell

Executive Vice President and Chief Legal Officer

Dated: 04/29/2022 CARDINAL HEALTH, INC.

Name: Jessica Mayer

Title: Chief Legal and Compliance Officer

Dated: 5/2/27

MCKESSON CORPORATION

Name: Saralisa C- Brav

Title: Corporate Secretary

Exhibit A Primary Subdivisions²

No. Subdivision Name

- 1. Aberdeen city
- 2. Adams County
- 3. Anacortes City
- 4. Arlington City
- 5. Asotin County
- 6. Auburn City*
- 7. Bainbridge Island City
- 8. Battle Ground City
- 9. Bellevue City*
- 10. Bellingham City*
- 11. Benton County*
- 12. Bonney Lake City
- 13. Bothell City*
- 14. Bremerton City*
- 15. Burien City*
- 16. Camas City
- 17. Centralia City
- 18. Chelan County*
- 19. Cheney City
- 20. Clallam County*
- 21. Clark County*
- 22. Covington City
- 23. Cowlitz County*
- 24. Des Moines City*
- 25. Douglas County*
- 26. East Wenatchee City
- 27. Edgewood City
- 28. Edmonds City*
- 29. Ellensburg City
- 30. Enumclaw City
- 31. Everett City*
- 32. Federal Way City*
- 33. Ferndale City
- 34. Fife City
- 35. Franklin County*
- 36. Gig Harbor City
- 37. Grandview City
- 38. Grant County*

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

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

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

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Exhibit B Litigating Subdivisions

No. Subdivision Name

- 1. Anacortes City
- 2. Bainbridge Island City
- 3. Burlington City
- 4. Chelan County
- 5. Clallam County
- 6. Clark County
- 7. Everett City
- 8. Franklin County
- 9. Island County
- 10. Jefferson County
- 11. Kent City
- 12. King County
- 13. Kirkland City
- 14. Kitsap County
- 15. Kittitas County
- 16. La Conner School District
- 17. Lakewood City
- 18. Lewis County
- 19. Lincoln County
- 20. Mount Vernon City
- 21. Mount Vernon School District
- 22. Olympia City
- 23. Pierce County
- 24. San Juan County
- 25. Seattle City
- 26. Sedro-Woolley City
- 27. Sedro-Woolley School District
- 28. Skagit County
- 29. Snohomish County
- 30. Spokane City
- 31. Spokane County
- 32. Tacoma City
- 33. Thurston County
- 34. Vancouver City
- 35. Walla Walla County
- 36. Whatcom County
- 37. Whitman County

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Exhibit C ABC IRS Form 1098-F

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

Exhibit D Cardinal Health IRS Form 1098-F

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

Exhibit E McKesson IRS Form 1098-F

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

Exhibit F Subdivision Settlement Participation Form

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

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

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

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

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

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

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

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

Signature:	
Name:	
Title:	
Data	

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Exhibit G Consent Judgment and Stipulation of Dismissal with Prejudice

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

STATE OF WASHINGTON KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON,

NO. 19-2-06975-9 SEA

Plaintiff,

FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE

v.

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

Defendants.

FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE

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

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

I. RECITALS:

- 1. Each Party warrants and represents that it engaged in arm's-length negotiations in good faith. In hereby executing the Agreements, the Parties intend to effect a good-faith settlement.
 - 2. The State has determined that the Agreements are in the public interest.
- 3. The Settling Distributors deny the allegations against them and that they have any liability whatsoever to the State, its Subdivisions, and/or (a) any of the State's or Subdivisions' departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public.
- 4. The Parties recognize that the outcome of the Action is uncertain and a final resolution through the adversarial process likely will require protracted litigation.
- 5. The Parties agree to the entry of the injunctive relief terms pursuant to Exhibit P of the Global Agreement.
- 6. Therefore, without any admission of liability or wrongdoing by the Settling Distributors or any other Released Entities (as defined in the Global Agreement), the Parties now mutually consent to the entry of this Judgment and agree to dismissal of the claims with prejudice pursuant

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

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

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

- 1. The foregoing Recitals are incorporated herein and constitute an express term of this Judgment.
- 2. The Parties have entered into a full and final settlement of all Released Claims of Releasors against the Settling Distributors (including but not limited to the State) and the Released Entities pursuant to the terms and conditions set forth in the Agreements.
- 3. The "Definitions" set forth in Section I of the Global Agreement are incorporated by reference into this Judgment. The State is a "Settling State" within the meaning of the Global Agreement. Unless otherwise defined herein, capitalized terms in this Judgment shall have the same meaning given to them in the Global Agreement, or, if not defined in the Global Agreement, the same meaning given to them in the Washington Agreement.
- 4. The Parties agree that the Court has jurisdiction over the subject matter of the Action and over the Parties with respect to the Action and this Judgment. This Judgment shall not be construed or used as a waiver of any jurisdictional defense the Settling Distributors or any other Released Entity may raise in any other proceeding.
 - 5. The Court finds that the Agreements were entered into in good faith.
- 6. The Court finds that entry of this Judgment is in the public interest and reflects a negotiated settlement agreed to by the Parties. The Action is dismissed with prejudice, subject to a retention of jurisdiction by the Court as provided herein and in the Agreements.

- 7. By this Judgment, the Agreements are hereby approved by the Court, and the Court hereby adopts their terms as its own determination of this matter and the Parties' respective rights and obligations.
- 8. The Court shall have authority to resolve disputes identified in Section VI.F.1 of the Global Agreement, governed by the rules and procedures of the Court.
- 9. The Parties have satisfied the Conditions to Effectiveness of Agreement set forth in Section II.B of the Washington Agreement as follows:
 - a. The Enforcement Committee and the Settling Distributors executed the Enforcement Committee Agreement by June 1, 2022.
 - b. All Litigating Subdivisions in the State of Washington and ninety percent (90%) of Non-Litigating Primary Subdivisions (calculated by population pursuant to the Global Settlement) in the State of Washington became Participating Subdivisions by September 23, 2022.
- 10. The Parties have satisfied the Condition to Effectiveness of Agreement set forth in Section VIII of the Global Agreement and the Release set forth in Sections XI.A, F, and G of the Global Agreement, as follows:
 - a. The Attorney General of the State exercised the fullest extent of his or her powers to release the Settling Distributors and all other Released Entities from all Released Claims pursuant to the release attached hereto as Exhibit C (the "AG Release").
 - b. The Settling Distributors have determined that there is sufficient State participation and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States to proceed with the Agreements.
 - c. The Participation Form for each Initial Participating Subdivision in the State has been delivered to the Settling Distributors. As stated in the Participation Form, and for the avoidance of doubt, nothing in the Participation Form executed by the Participating Subdivisions is intended to modify in any way the terms of the

- Agreements to which the Participating Subdivisions agree. As stated in the Participation Form, to the extent the executed version of the Participation Form differs from the Global Agreement in any respect, the Global Agreement controls.
- d. Pursuant to Section VIII.B of the Global Agreement, each Participating Subdivision in the State is dismissing with prejudice any Released Claims that it has filed against the Settling Distributors and the Released Entities.

11. Release. The Parties acknowledge that the AG Release, which is incorporated by reference herein, is an integral part of this Judgment. Pursuant to the Agreements and the AG Release and without limitation and to the maximum extent of the power of the State's Attorney General, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (a) the State and its Participating Subdivisions and any of their departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including the State's Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in the State, and (c) any person or entity acting in a parens patriae, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or any Subdivision in the State, whether or not any of them participate in the Agreements. Pursuant to the Agreements and the AG Release and to the maximum extent of the State's power, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (1) the State, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Further, the provisions set forth in Section XI of the Global Agreement are incorporated by reference into this Judgment as if fully set forth herein. The Parties acknowledge, and the Court finds, that those provisions are an integral part of the Agreements and this Judgment, and shall govern the rights and obligations of all participants in the settlement. Any modification of those rights and obligations may be made based only on a writing signed by all affected parties and approved by the Court.

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

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

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

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

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

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

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

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- 18. Admissibility. It is the intent of the Parties that this Judgment not be admissible in other cases against the Settling Distributors or binding on the Settling Distributors in any respect other than in connection with the enforcement of this Judgment or the Agreements. For the avoidance of doubt, nothing herein shall prohibit a Settling Distributor from entering this Judgment or the Agreements into evidence in any litigation or arbitration concerning (1) a Settling Distributor's right to coverage under an insurance contract or (2) the enforcement of the releases provided for by the Agreements and this Judgment.
- 19. <u>Preservation of Privilege</u>. Nothing contained in the Agreements or this Judgment, and no act required to be performed pursuant to the Agreements or this Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.
- 20. <u>Mutual Interpretation</u>. The Parties agree and stipulate that the Agreements were negotiated on an arm's-length basis between parties of equal bargaining power and was drafted jointly by counsel for each Party. Accordingly, the Agreements are incorporated herein by reference and shall be mutually interpreted and not construed in favor of or against any Party, except as expressly provided for in the Agreements.
- 21. <u>Retention of Jurisdiction</u>. The Court shall retain jurisdiction of the Parties for the limited purpose of the resolution of disputes identified in Section VI.F.1 of the Global Agreement. The Court shall have jurisdiction over Participating Subdivisions in the State for the limited purposes identified in the Agreements.
- 22. <u>Successors and Assigns</u>. This Judgment is binding on each of the Settling Distributor's successors and assigns.
- 23. <u>Modification</u>. This Judgment shall not be modified (by the Court, by any other court, or by any other means) without the consent of the State and the Settling Distributors, or as provided for in Section XIV.U of the Global Agreement.

So ORDERED this day of	2022.
T	HE HONORABLE JUDGE MICHAEL. R. SCOTT
APPROVED, AGREED TO AND PRE	ESENTED BY:
ROBERT W. FERGUSON Attorney General	STOEL RIVES LLP
MARTHA RODRÍGUEZ LÓPEZ, WSBA No. 35466 ANDREW R.W. HUGHES, WSBA No. NATHAN K. BAYS, WSBA No. 43023 BRIAN H. ROWE, WSBA No. 56817 SPENCER W. COATES, WSBA No. 49 KELSEY E. ENDRES, WSBA No. 394 LAURA K. CLINTON, WSBA No. 293 JONATHAN J. GUSS, WSBA No. 576 SUSAN E. LLORENS, WSBA No. 380 LIA E. PERNELL, WSBA No. 50208	RACHEL C. LEE, WSBA No. 48245 9683 S. JULIA LITTELL, WSBA No. 54106 PER RAMFJORD, pro hac vice CHRIS C. RIFER, pro hac vice 63
MOTLEY RICE LLC s/ LINDA SINGER, pro hac vice ELIZABETH SMITH, pro hac vice DAVID I. ACKERMAN, pro hac vice JAMES LEDLIE, pro hac vice DON MIGLIORI, pro hac vice REBECCA FONSECA, pro hac vice MICHAEL J. QUIRK, pro hac vice ANNIE KOUBA, pro hac vice MICHAEL J. PENDELL, pro hac vice CHRISTOPHER MORIARTY, pro hac LISA M. SALTZBURG, pro hac vice NATALIA DEYNEKA, pro hac vice	LORYN HELFMANN, pro hac vice A. JOSHUA PODOLL, pro hac vice SUZANNE SALGADO, pro hac vice NEELUM J. WADHWANI, pro hac vice PAUL E. BOEHM, pro hac vice ELEANOR J.G. WASSERMAN, pro hac vice DAVID J. PARK, pro hac vice JOSHUA D. TULLY, pro hac vice STEVEN PYSER, pro hac vice ENU A. MAINIGI, pro hac vice JENNIFER G. WICHT, pro hac vice JOSEPH S. BUSHUR, pro hac vice COLLEEN MCNAMARA, pro hac vice MATTHEW P. MOONEY, pro hac vice ASHLEY W. HARDIN, pro hac vice

MICHAEL E. ELSNER, pro hac vice ANDREW P. ARNOLD, pro hac vice

MIMI LIU, pro hac vice

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J. ANDREW KEYES, pro hac vice EMILY R. PISTILLI, pro hac vice

BRAD MASTERS, pro hac vice

ANN RITTER, pro hac vice SARA AGUINGUA, pro hac vice DAVID BURNETT, pro hac vice VINCENT GREENE, pro hac vice

Attorneys for Plaintiff State of Washington

WILLIAM F. HAWKINS, pro hac vice

Attorneys for Defendant Cardinal Health Inc.

GORDON TILDEN THOMAS & CORDELL LLP

FRANKLIN D. CORDELL, WSBA No. 26392 JEFFREY M. THOMAS, WSBA No. 21175 KASEY HUEBNER, WSBA No. 32890

COVINGTON & BURLING

CHISTOPHER EPPICH, pro hac vice ANDREW STANNER, pro hac vice KEVIN KELLY, pro hac vice AMBER CHARLES, pro hac vice MEGHAN MONAGHAN, pro hac vice ISAAC CHAPUT, pro hac vice DANIEL EAGLES, pro hac vice MEGAN MCLAUGHLIN, pro hac vice DEVON L. MOBLEY-RITTER, pro hac vice MEGAN RODGERS, pro hac vice SONYA D. WINNER, pro hac vice CLAYTON L. BAILEY, pro hac vice JAMES A. GOOLD, pro hac vice EMILY KVESELIS, pro hac vice PAUL W. SCHMIDT, pro hac vice ALEXANDER SETZEPFANDT, pro hac vice CHRISTIAN J. PISTILLI, pro hac vice LAUREN DORRIS, pro hac vice NICHOLAS GRIEPSMA, pro hac vice ALISON DICIURCIO, pro hac vice SARA J. DENNIS, pro hac vice PHYLLIS A. JONES, pro hac vice DALE A. RICE, pro hac vice

Attorneys for Defendant McKesson Corp.

LANE POWELL PC

JOHN S. DEVLIN III, WSBA No. 23988 PILAR FRENCH, WSBA No. 33300

REED SMITH LLP

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ROBERT A. NICHOLAS, pro hac vice KIM M. WATTERSON, pro hac vice

STEVEN BORANIAN, pro hac vice ELIZABETH BRANDON, pro hac vice

Attorneys for Defendant AmerisourceBergen Drug Corporation and AmerisourceBergen Corporation

DECLARATION OF SERVICE

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

CARDINAL		
Vanessa S. Power, Atty	vanessa.power@stoel.com	
Jenna Poligo, Atty	jenna.poligo@stoel.com	
Per A. Ramfjord, Atty	per.ramfjord@stoel.com	
Rachel C. Lee, Atty	rachel.lee@stoel.com	
Christopher C. Rifer, Atty	christopher.rifer@stoel.com	
Loryn Helfmann, Atty	lhelfmann@wc.com	
A. Joshua Podoll, Atty	apodoll@wc.com	
Suzanne Salgado, Atty	ssalgado@wc.com	
Neelum J. Wadhwani, Atty	nwadhwani@wc.com	
Paul E. Boehm, Atty	pboehm@wc.com	
Eleanor J. G. Wasserman, Atty	ewasserman@wc.com	
David J. Park, Atty	dpark@wc.com	
Joshua D. Tully, Atty	jtully@wc.com	
Steven Pyser, Atty	spyser@wc.com	
Enu A. Mainigi, Atty	emainigi@wc.com	
Jennifer G. Wicht, Atty	jwicht@wc.com	
Joseph S. Bushur, Atty	jbushur@wc.com	
Colleen McNamara, Atty	cmcnamara@wc.com	
Ashley W. Hardin, Atty	ahardin@wc.com	
J. Andrew Keyes, Atty	akeyes@wc.com	
Emily R. Pistilli, Atty	epistilli@wc.com	
William F. Hawkins, Atty	whawkins@wc.com	
Stoel Docketing	docketclerk@stoel.com	
Leslie Lomax, Legal Assistant	leslie.lomax@stoel.com	
WA Action	cardinalwashingtonaction@wc.com	

MCKESSON		
Franklin D. Cordell	fcordell@gordontilden.com	
Jeffrey M. Thomas	jthomas@gordontilden.com	
Kasey Huebner	khuebner@gordontilden.com	
Christopher Eppich, Atty	ceppich@cov.com	
Andrew Stanner, Atty	astanner@cov.com	
Kevin Kelly, Atty	kkelly@cov.com	
Amber Charles, Atty	acharles@cov.com	
Meghan Monaghan, Atty	mmonaghan@cov.com	
Isaac Chaput, Atty	ichaput@cov.com	
Daniel Eagles, Atty	deagles@cov.com	
Megan McLaughlin, Atty	mmclaughlin@cov.com	
Devon L. Mobley-Ritter, Atty	dmobleyritter@cov.com	
Megan Rodgers, Atty	mrodgers@cov.com	
Sonya D. Winner, Atty	swinner@cov.com	
Clayton L. Bailey, Atty	cbailey@cov.com	

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James A. Goold, Atty	jgoold@cov.com
Emily Kveselis, Atty	ekveselis@cov.com
Paul W. Schmidt, Atty	pschmidt@cov.com
Alexander Setzepfandt, Atty	asetzepfandt@cov.com
Christian J. Pistilli, Atty	cpistilli@cov.com
Lauren Dorris, Atty	ldorris@cov.com
Nicholas Griepsma, Atty	ngriepsma@cov.com
Alison DiCiurcio, Atty	adiciurcio@cov.com
Sara J. Dennis, Atty	sdennis@cov.com
Phyllis A. Jones, Atty	pajones@cov.com
Dale A. Rice, Atty	drice@cov.com
Nicole Antoine, Atty	nantoine@cov.com
Timothy Hester, Atty	thester@cov.com
Gregory L. Halperin, Atty	ghalperin@cov.com
Stephen Petkis, Atty	spetkis@cov.com
Alice Phillips Atty	aphillips@cov.com
Ellen Evans, Legal Assistant	eevans@gordontilden.com
Jacqueline Lucien Legal Assistant	jlucien@gordontilden.com
Courtney Caryl Garth, Paralegal	ccaryl@gordontilden.com
Electronic Mailing Inbox	mckessonwa@cov.com

AMERISOURCEBERGEN		
Pilar French, Atty	frenchp@lanepowell.com	
John S. Devlin III, Atty	devlinj@lanepowell.com	
Katie Bass, Atty	bassk@lanepowell.com	
Elizabeth Brandon, Atty	ebrandon@reedsmith.com	
Sarah Johansen, Atty	sjohansen@reedsmith.com	
Rachel B. Weil, Atty	rweil@reedsmith.com	
Steven Boranian, Atty	sboranian@reedsmith.com	
Adam D. Brownrout, Atty	abrownrout@reedsmith.com	
Nicole S. Soussan, Atty	nsoussan@reedsmith.com	
Brian T. Himmel, Atty	bhimmel@reedsmith.com	
Shannon E. McClure, Atty	smcclure@reedsmith.com	
Michael J. Salimbene, Atty	msalimbene@reedsmith.com	
Robert A. Nicholas, Atty	rnicholas@reedsmith.com	
Thomas H. Suddath, Jr., Atty	tsuddath@reedsmith.com	
Thomas J. McGarrigle, Atty	tmcgarrigle@reedsmith.com	
Courtland C. Chillingworth, Atty	cchillingworth@reedsmith.com	
Christina M. Vitale, Atty	cvitale@reedsmith.com	
Brian T. Kiolbasa, Atty	kiolbasab@lanepowell.com	
Abigail M. Pierce, Atty	abigail.pierce@reedsmith.com	
Joseph Mahady, Atty	jmahady@reedsmith.com	
Jeffrey R. Melton, Atty	jmelton@reedsmith.com	
Anne E. Rollins, Atty	arollins@reedsmith.com	
Eric J. Buhr, Atty	ebuhr@reedsmith.com	
Brent R. Gary, Atty	bgary@reedsmith.com	
Kim M. Watterson, Atty	KWatterson@reedsmith.com	
Jeffrey M. Weimer, Atty	JWeimer@reedsmith.com	
E-Mailbox	Docketing-SEA@lanepowell.com	
E-Mailbox	Docketing-PDX@lanepowell.com	
E-Mailbox	ABDCWA@LanePowell.com	

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DATED ____ day of ______ 2022, at Seattle, Washington.

\$\frac{s/}{ANDREW R.W. HUGHES, WSBA No. 49515}\$

Exhibit H Distributor Global Settlement Agreement

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

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

Exhibit F Subdivision Settlement Participation Form

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

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

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

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

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

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

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

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

Signature:	 	
Name:		
Title:		
Date:		

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EXHIBIT 3 One Washington Memorandum of Understanding Between Washington Municipalities

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

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

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

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

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

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

A. Definitions

As used in this MOU:

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

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

- 15. "Trustee" shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.
- 16. The "Washington State Accountable Communities of Health" or "ACH" shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

- 1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.
- 2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.
- 3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the "County Total" line item in Exhibit B. In the event any county does not participate in this MOU, that county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.
- 4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) predefined 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 outcomerelated data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.
- 5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

- 6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.
- 7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.
- 8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.
- 9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

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

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

- 2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.
- 3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.
- 4. Payments from the GFF shall be overseen by a committee (the "Opioid Fee and Expense Committee") consisting of one representative of the following law firms: (a) Keller Rohrback L.LP.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.
- 5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.
- 6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments' private counsel's representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.
- 7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

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

E. General Terms

- 1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.
- 2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.
- 3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.
- 4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

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

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

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

This One Washington Memoral		o o
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.

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

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

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

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

- 3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
- 4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 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 coaddiction.
- 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. <u>CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED</u> (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.
- 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.
- 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. <u>FIRST RESPONDERS</u>

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. <u>RESEARCH</u>

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.

Carratur	Local	0/ Alloantion
County	Government	% Allocation
Adams C	ounty	
Auaiiis C	Adams County	0.1638732475%
	Hatton	0.1038/324/3/0
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
	County rotal.	0.103873247370
Asotin C	ounty	
'	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 C	<u>ounty</u>	
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
Clallam (County	
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	

County Total: 1.7675353928%

	Local	
County	Government	% Allocation
Clark Co		
	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	a County	
COIGIIIDI	Columbia County	0.0561699537%
	Dayton	0.0002000077
	Starbuck	
	County Total:	0.0561699537%
		0.0002000077
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	0.030217317370
	Coulee Dam***	
	East Wenatchee	0.0799810865%
	Mansfield	0.07000_00075
	Rock Island	
	Waterville	
	County Total:	0.4731986040%
Ferry Co	-	
	Ferry County	0.1153487994%
	Republic	
	County Total:	0.1153487994%

	Local	
County	Government	% Allocation

Franklin County

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

Garfield County

Garfield County	0.0321982209%
Pomeroy	
County Total:	0.0321982209%

Grant County

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

	Local	
County	Government	% Allocation

Grays Harbor County

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

Island County

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

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

	Local	
County	Government	% Allocation

King County

King County	13.9743722662%
King County	13.9743722002/0
Algona Auburn***	0.26227740179/
	0.2622774917%
Beaux Arts Village Bellevue	1.1300592573%
	1.1300592573%
Black Diamond	0.10210027100/
Bothell***	0.1821602716%
Burien	0.0270962921%
Carnation	
Clyde Hill	0.044.043.440.60/
Covington	0.0118134406%
Des Moines	0.1179764526%
Duvall	
Enumclaw***	0.0537768326%
Federal Way	0.3061452240%
Hunts Point	
Issaquah	0.1876240107%
Kenmore	0.0204441024%
Kent	0.5377397676%
Kirkland	0.5453525246%
Lake Forest Park	0.0525439124%
Maple Valley	0.0093761587%
Medina	
Mercer Island	0.1751797481%
Milton***	
Newcastle	0.0033117880%
Normandy Park	
North Bend	
Pacific***	
Redmond	0.4839486007%
Renton	0.7652626920%
Sammamish	0.0224369090%
SeaTac	0.1481551278%
Seattle	6.6032403816%
Shoreline	0.0435834501%
Skykomish	
Snoqualmie	0.0649164481%
Tukwila	0.3032205739%
Woodinville	0.0185516364%
Yarrow Point	
County Total:	26.0505653608%

	Local	
County	Government	% Allocation
Kitsap Co		
	Kitsap County	2.6294133668%
	Bainbridge Island	0.1364686014%
	Bremerton	0.6193374389%
	Port Orchard	0.1009497162%
	Poulsbo	0.0773748246%
	County Total:	3.5635439479%
Kittitas C	<u>County</u>	
	Kittitas County	0.3855704683%
	Cle Elum	
	Ellensburg	0.0955824915%
	Kittitas	
	Roslyn	
	South Cle Elum	
	County Total:	0.4811529598%
Klickitat	<u>County</u>	
	Klickitat County	0.2211673457%
	Bingen	
	Goldendale	
	White Salmon	
	County Total:	0.2211673457%
	•	
Lewis Co	unty	
	Lewis County	1.0777377479%
	Centralia	0.1909990353%
	Chehalis	
	Morton	
	·	
	<u> </u>	
	* GGC1	
	Mossyrock Napavine Pe Ell Toledo Vader	

County Total: 1.2687367832%

	Local	
County	Government	% Allocation

Lincoln County

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

Mason County

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

Okanogan County

	County Total:	0.6145043345%
Winthro	0	
Twisp		
Tonasket	t	
Riverside	1	
Pateros		
Oroville		
Omak		
Okanoga	n	
Nespeler	n	
Elmer Cit	ty	
Coulee D	am***	
Conconu	lly	
Brewster	-	
Okanoga	n County	0.6145043345%

Pacific County

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

	Local	
County	Government	% Allocation

Pend Oreille County

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

Pierce County

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

San Juan County

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

	Local	
County	Government	% Allocation
Skagit Co	ounty	
	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%
<u>Skamani</u>		
	Skamania County	0.1631931925%
	North Bonneville	
	Stevenson	
	County Total:	0.1631931925%
<u>Snohomi</u>	sh 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	44 02422222
	County Total:	11.8213083387%

	Local	0/ 41111		
County	Government	% Allocation		
Snokana	County			
<u>Spokane</u>		E E6220E02020/		
	Spokane County	5.5623859292%		
	Airway Heights Cheney	0.1238454349%		
	Deer Park	0.1236434349%		
	Fairfield			
	Latah			
		0.0389636519%		
	Liberty Lake	0.0389030519%		
	Medical Lake			
	Millwood Rockford			
	Spangle	2.00720702070/		
	Spokane	3.0872078287%		
	Spokane Valley	0.0684217500%		
	Waverly	2 22222 452 452		
	County Total:	8.8808245947%		
Chausana	Saatr.			
Stevens (0.74702404700/		
	Stevens County	0.7479240179%		
	Chewelah			
	Colville			
	Kettle Falls			
	Marcus			
	Northport			
	Springdale	0.74702404700/		
	County Total:	0.7479240179%		
Thurston	Country			
<u>Thurston</u>		2 22504020040/		
	Thurston County	2.3258492094%		
	Bucoda	0.22406272240/		
	Lacey	0.2348627221%		
	Olympia	0.6039423385%		
	Rainier			
	Tenino			
	Tumwater	0.2065982350%		
	Yelm			
	County Total:	3.3712525050%		
Wahkiakum County				
<u>vvaliklak</u>	Wahkiakum County	0.0596582197%		
	Cathlamet	0.039030213770		
		0.05065934079/		
	County Total:	0.0596582197%		

	Local	
County	Government	% Allocation
<u>walla w</u>	alla County	
	Walla Walla County	0.5543870294%
	College Place	
	Prescott	
	Waitsburg	
	Walla Walla	0.3140768654%
		0.000.400.400
	County Total:	0.8684638948%
Whatcor	m County	0.8684638948%
Whatcor		1.3452637306%
Whatcor	m County	1.3452637306%
Whatcor	m County Whatcom County	1.3452637306%
Whatcor	m County Whatcom County Bellingham	1.3452637306%
Whatcor	m County Whatcom County Bellingham Blaine	1.3452637306% 0.8978614577%
Whatcor	m County Whatcom County Bellingham Blaine Everson	1.3452637306% 0.8978614577% 0.0646101891%
Whatcor	M County Whatcom County Bellingham Blaine Everson Ferndale	
Whatcor	m County Whatcom County Bellingham Blaine Everson Ferndale Lynden	1.3452637306% 0.8978614577% 0.0646101891%

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%

	Local	
County	Government	% Allocation

Yakima County

Yakima County	1.9388392959%
Grandview	0.0530606109%
Granger	
Harrah	
Mabton	
Moxee	
Naches	
Selah	
Sunnyside	0.1213478384%
Tieton	
Toppenish	
Union Gap	
Wapato	
Yakima	0.6060410539%
Zillah	
County Total:	2.7192887991%

Exhibit C

KING COUNTY REGIONAL AGREEMENT

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

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

EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

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

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

- 1. Expand training for first responders, schools, community support groups and families; and
- 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT ("MAT") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

- 1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
- 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
- 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
- 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

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¹⁴ As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

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

D. <u>EXPANDING TREATMENT FOR NEONATAL</u> <u>ABSTINENCE SYNDROME ("NAS")</u>

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

E. <u>EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES</u>

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

F. TREATMENT FOR INCARCERATED POPULATION

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

G. **PREVENTION PROGRAMS**

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

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

- 1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.
- I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B Approved Uses

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

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

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

¹⁵ As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

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

C. <u>CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED</u> (CONNECTIONS TO CARE)

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

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

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

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

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

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

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

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

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

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

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

PART TWO: PREVENTION

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

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

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

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

G. PREVENT MISUSE OF OPIOIDS

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

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

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

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

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

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

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

PART THREE: OTHER STRATEGIES

I. <u>FIRST RESPONDERS</u>

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

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

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

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

K. TRAINING

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

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

L. RESEARCH

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

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

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



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date September 8, 2022

Originating Department Public Works

Contact Person Cory Roche, Environmental and Sustainability Specialist

Title Resolution 1856/Authorizing the Mayor to Sign the Amendment to the

Conservation Futures Interlocal Cooperation Agreement Between King County and the City of Lake Forest Park for Open Space Acquisition

Projects

Legislative History

First Presentation
 Resolution 1757, December 12, 2019

Second Presentation
 Resolution 1802, April, 2021

Action September 8, 2022 Regular Meeting

Attachments:

- Resolution 1856/Authorizing the Mayor to sign the Amendment to the Conservation Futures Interlocal Cooperation Agreement Between King County and the City of Lake Forest Park for Open Space Acquisition Projects
- 2. Interlocal Cooperation Agreement Between King County and the City of Lake Forest Park for Conservation Futures-Funded Open Space Acquisition Projects
- 3. Amendment to the Conservation Futures Interlocal Cooperation Agreement Between King County and the City of Lake Forest Park for Open Space Acquisition Projects

Executive Summary

The City of Lake Forest Park has acquired 1.91 acres of lakefront property located at 17345 & 17347 Beach Dr. NE (KC Parcel Nos. 4030100040 and 4030100035) for use as a public park and open space with recreation elements and access to the water as a future city park ("Lake Front Property"). In 2021, the City and King County entered into an interlocal agreement whereby King County approved \$925,000 in Conservation Futures funding for the Lake Front Property. (Attachment 2). Based on a 2022 appraisal, the King County Council has approved additional Conservation Futures funding for the Lake Front Property in the amount of \$625,000 through the adoption of King County Ordinance #9128.

The purpose of the proposed resolution is to authorize the Mayor to sign the amendment to the Interlocal Cooperation Agreement allocating the additional \$625,000.

The Conservation Futures Tax Program (CFT) funding restricts approximately 0.5 acres of the Lake Front Property to CFT-eligible activities as described below. The remainder of the Lake Front Property may be more intensively developed or used for more active recreation than allowed under CFT policies. The portion of the property targeted for the CFT restriction is located near the Burke-Gilman Trail and may serve as a nearby stopping point for trail visitors to use, making the project regionally significant.

Background

Conservation Futures Tax Program (CFT):

CFT funding has been used for more than 30 years by governments and non-profit groups across King County to acquire property and protect it from development. Future use of the property is restricted to low-impact, passive-use recreation, which means the development of facilities to support organized/structured athletic activities such as ballfields, courts, and gyms is not allowed. A maximum of 15% of the total surface area of the acquisition may be developed or maintained with non-vegetative impervious surfaces; trail surfaces are not included in this calculation.

Active Park Elements and Master Planning Process/PROS-T Plan:

The City Council has discussed the need to provide for active recreation and public access (non-motorized) to Lake Washington in future property acquisitions, and the Lake Front Property facilitates these goals.

Fiscal & Policy Implications

The City's adopted budget includes the purchase of the Lake Front Property in its work plan but did not include adequate funding for the entire cost of the acquisition and plans for improvements. Grants and outside funding have been needed to fund the acquisition. Reimbursement by the Conservation Futures Open Space funds is an integral part of the funding for the Lake Front Property acquisition.

Alternatives

Options	Results
 Authorize the Mayor to sign the amendment 	The Mayor will sign the Amendment to the Interlocal Cooperation Agreement Between King County and the City, authorizing an additional \$625,000 in funding for the Lake Front Property acquisition.
Do not authorize the Mayor to sign the amendment	The Mayor will not sign the Amendment to the Interlocal Cooperation Agreement, which could result in loss of these funds.

Staff Recommendation

Move to approve Resolution No. 1856 authorizing the Mayor to sign the Amendment to the Interlocal Cooperation Agreement Between King County and the City of Lake Forest Park for Open Space Acquisition Projects.

RESOLUTION NO. 1856

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT TO THE CONSERVATION FUTURES INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY AND THE CITY OF LAKE FOREST PARK FOR OPEN SPACE ACQUISITION PROJECTS

WHEREAS, promoting community vitality and a healthy environment are goals of the City Council; and

WHEREAS, adding public water access for residents was a top priority of the City's Parks, Recreation, Open Space, & Trails Plan; and

WHEREAS, the City acquired real property located at 17345 & 17347 Beach Dr. NE (KC Parcel No. 4030100040 and 4030100035) for use as a public park and open space with recreation elements and access to the water (the "Lake Front Property"); and

WHERAS, in April 2021, the City entered into the Interlocal Cooperation Agreement Between King County and the City of Lake Forest Park for Conservation Futures-Funded Open Space Acquisition Projects, which provided \$950,000 to reimburse the City for funds used to purchase the Lake Front Property in exchange for a restriction on a portion of the Lake Front Property to limit eligible activities to those allowed by the Conservation Futures Tax Program ("CFT"); and

WHEREAS, a 2022 appraisal of the Lake Front Property had a higher value than the original appraisal, and as a result, reallocation funds were approved by the King County Council in the amount of an additional \$625,000 for the Lake Front Property; and

WHEREAS, an amendment of the Interlocal Cooperation Agreement was approved by King County Council under Ordinance #9128 that will allow the release of the \$625,000 of Reallocation Conservation Futures Funding for the City's Lake Front Property; and

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

<u>Section 1.</u> The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign the attached Amendment to the Conservation Futures Interlocal

237

Cooperation Agreement Between King County and the City of Lake Forest Park for Open Space Acquisition Projects.

<u>Section 2. CORRECTIONS.</u> 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 8th day of September, 2022.

	APPROVED:
	Jeff Johnson Mayor
ATTEST/AUTHENTICATED:	
Matthew McLean City Clerk	
FILED WITH THE CITY CLERK: PASSED BY THE CITY COUNCIL:	

RESOLUTION NO.:

Resolution No. 1856 Page 2 of 2



INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY AND THE CITY OF LAKE FOREST PARK FOR CONSERVATION FUTURES-FUNDED OPEN SPACE ACQUISITION PROJECTS

THIS INTERLOCAL COOPERATION AGREEMENT is a grant agreement entered into between the CITY OF LAKE FOREST PARK ("City") and KING COUNTY ("County").

Article I. Recitals

On February 27, 1989, the King County Council passed Ordinance 8867, which established a process to allocate the proceeds of the Conservation Futures Fund.

On September 21, 1989, the King County Council passed Ordinance 9128, which established a Conservation Futures Levy Fund to provide for the receipt and disbursement of Conservation Futures tax levy proceeds and established conditions for use of the Fund, including conditions covering allowable costs and expenses.

On July 21, 2003, the King County Council passed Ordinance 14714, authorizing funding allocation procedures for King County Conservation Futures tax levy collections and amending Ordinance 8867, Section 2, as amended.

The Conservation Futures Advisory Committee has recommended an allocation of Conservation Futures proceeds to specific projects from the Conservation Futures

Levy Fund following notification to the cities that proceeds were available, provision of an opportunity for the cities to respond and receipt by the committee of requests for funding, all pursuant to Ordinance 8867, as amended by Ordinance 14714.

Starting in 1990 and through 2017, the King County Executive, as authorized by the King County Council, executed Interlocal Cooperation Agreements with the cities of Auburn, Bellevue, Black Diamond, Bothell, Burien, Carnation, Covington, Des Moines, Duvall, Enumclaw, Federal Way, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Mercer Island, Milton, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, Seattle, Shoreline, Snoqualmie and Tukwila, and Vashon Park District. Many of these agreements were amended over time to add new projects.

The existing Interlocal Cooperation Agreements remain in place with an indefinite term for the projects for which Conservation Futures proceeds were disbursed.

The agreements require the properties to be maintained as open space in perpetuity.

The King County Council, by Ordinance 18978, has approved a new Interlocal Cooperation Agreement for future projects in order to add terms for the use of bond proceeds for certain projects, achieve consistency between the agreement and the King County Code, and make other technical changes.

Pursuant to chapter 39.34 RCW, the parties agree to the following:

Article II. Definitions

1. Open Space

The term "open space" or "open space land" means: (a) any land area so designated by an official comprehensive land use plan adopted by any city or county and zoned accordingly; or (b) any land area, the preservation of which in its present use would (i) conserve and enhance natural or scenic resources, or (ii) protect streams or water supply, or (iii) promote conservation of soils, wetlands, beaches or tidal marshes,

or (iv) enhance the value to the public of abutting or neighboring parks, forests, wildlife reserves, natural reservations or sanctuaries or other open space, or (v) enhance recreational activities, or (vi) preserve historic sites, or (vii) preserve visual quality along highway, road, and street corridors or scenic vistas, or (viii) retain in its natural state tracts of land of not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the legislative body granting the open space classification, or (c) any land meeting the definition of farms and agricultural conservation under subsection (8) of RCW 84.34.020. As a condition of granting open space classification, the legislative body may not require public access on land classified under (b) (iii) of this subsection for the purpose of promoting conservation of wetlands.

2. Project

The term "Project" means the specific projects described in Exhibit A or added by follow-on amendments to disburse proceeds pursuant to Section 8.2 of this agreement.

3. Conservation Futures

The term "Conservation Futures" means developmental rights which may be acquired by purchase, gift, grant, bequest, devise, lease or otherwise, except by eminent domain, and may consist of fee simple or any lesser interest, development right, easement, covenant, or other contractual right necessary to protect, preserve, maintain, improve restore, limit future use of, or otherwise conserve open space land, all in accordance with chapter 84.34 RCW and K.C.C. chapter 26.12.

Article III. Purpose of the Agreement

The purpose of this agreement is to create a cooperative arrangement between the City and the County relating to the Project and to define the terms and conditions governing both parties' obligations created by this agreement.

Article IV. Term of Agreement

This agreement shall be continued in full force and effect and binding upon the parties hereto upon execution of the agreement by both parties. The term of the agreement shall be indefinite, unless terminated pursuant to the conditions contained herein. The agreement will be terminated if the City is unable or unwilling: 1) to expend the proceeds provided through this agreement; 2) to satisfy the matching requirements contained in this agreement; and 3) upon reimbursement by the City to the County of all unexpended proceeds provided by the County pursuant to this agreement in the manner and amounts described below and payment of all amounts due pursuant to Section 8.1.

Article V. Conditions of Agreement

Section 5.1 -- Project Descriptions. Proceeds available pursuant to this agreement may be used only for the Projects listed in Exhibit A, substituted Projects as may be approved by the County as set forth below, or Projects added by follow-on amendments to disburse proceeds pursuant to Section 8.2 of this agreement. All County funded Projects must meet open space criteria as described in chapter 84.34 RCW and K.C.C. chapter 26.12.

Section 5.2 -- Use of Proceeds. Proceeds provided to the City pursuant to this agreement as well as moneys provided by the City as match pursuant to this agreement may be used only to pay capital costs related to property acquisition. Those costs include

appraisals, title searches, negotiations, administrative overhead, and the cost of actual acquisition or purchase options, and all other costs meeting the requirements of K.C.C. 26.12.010. The City shall have the property valued by an appraisal performed by an independent state-certified real estate appraiser with a current general real estate appraiser license, and reviewed by an independent state-certified general real estate appraiser. In requesting reimbursement of proceeds for the Project, the City shall demonstrate to the County compliance with this Section 5.2. Proceeds utilized pursuant to this agreement may not be used to purchase land obtained through the exercise of eminent domain.

Section 5.3 -- Completion/Substitution/Deletion of Projects. The City shall complete the Project described in Section 5.1 of this Agreement within a two year period from the effective date of the County ordinance appropriating funding for the Project. If the City does not meet this two year requirement, unless the City demonstrates to the Advisory Committee a compelling reason for continuance of CFT funding for the Project beyond the two-year limit or a reprogramming request is timely approved as provided for below, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such proceeds for other projects in other jurisdictions. The City may submit specific requests for project reprogramming to the County for its approval within the two year period. All projects proposed for reprogramming must meet open space criteria as described in chapter 84.34 RCW and K.C.C. chapter 26.12, be submitted for recommendation by the County's Advisory Committee or its successor, and be approved by action of the King County Council. All

reprogramming requests shall be submitted to the County's Department of Natural Resources and Parks, Open Space Acquisitions Unit, or its successor.

Section 5.4 -- Eminent Domain. If any Project requires the exercise of eminent domain to acquire the property, all proceeds provided pursuant to this agreement plus accrued interest on such proceeds shall be reprogrammed as provided in this agreement or repaid to the County.

Article VI. Responsibilities of the City

Section 6.1 -- Matching Requirements. Except for acquisitions of property interests in opportunity areas, as defined by K.C.C. 26.12.003, any Project funded by Conservation Futures Levy proceeds shall be supported by the City in which the Project is located with a matching contribution, which is no less than the amount of Conservation Futures Levy proceeds allocated to the Project. This contribution may be in the form of cash, land match with a valuation verified by an appraisal by an independent state-certified real estate appraiser with a current general real estate appraiser license, or the cash value, excluding King County conservation futures contributions, of other open spaces acquired within the previous two years from the date of submittal of the application by the City. The appraisal, to be reviewed, shall have been performed within two years of the application deadline set for the annual allocation of conservation futures tax levy proceeds under which the Property received funding. Properties considered as land match or cash value of other open space acquisitions should be directly linked to the property under application. Any City match, other than cash, shall require County

approval. County approval and County acceptance of the City's match will be transmitted in writing to the City by the County's Designated Representative.

Section 6.2 -- Reporting. All proceeds received pursuant to this agreement and accrued interest therefrom will be accounted for separately from all other City moneys, accounts and moneys. Until the property described in the Project is acquired and all proceeds provided pursuant to this agreement have been expended, the City shall provide the reports required by K.C.C. 26.12.035.

Section 6.3 -- Disposition of Remaining Proceeds. If the City does not expend all proceeds obligated to be provided through this agreement and no substitute project is requested or approved as to the excess proceeds, such proceeds, if held by the City, shall be refunded to the County. For purposes of this section, "proceeds" shall include all moneys obligated to be provided by the County plus interest accrued by the City on such moneys. Any proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion.

Section 6.4 -- Maintenance in Perpetuity. Except as provided in this Section 6.4, the City, and any successor in interest, agrees to maintain properties acquired with proceeds provided pursuant to this agreement as open space in perpetuity and, as required by the County, and shall include notice of this restriction in the real property records. Projects carried out by the City in whole or in part with funds provided for under the terms of this agreement shall not be transferred or conveyed except by agreement with an agency or nonprofit organization as defined in K.C.C. 26.12.003, which agreement shall provide that the land or interest in land shall be continued to be used for the purposes of

K.C.C. chapter 26.12, and in strict conformance with the uses authorized under chapter 84.34 RCW.

The City shall not change the status or use of properties acquired with proceeds provided pursuant to this agreement unless the City provides equivalent lands or cash in exchange for the land to be changed to a different use. The land shall be valued in its changed status or use, and not based upon its value as open space, and the replacement land or payment amount must be approved by the County. If requested by the County, at its own cost the City will provide the County an appraisal performed within the previous year by an independent state-certified real estate appraiser with a current general real estate appraiser license. The value established by the appraisal will not be binding on the County. If the County approves replacement land, the City shall complete the replacement within one year of approval. If the County approves cash reimbursement, the City shall pay the County within 90 days of approval.

Section 6.5 – Tax Covenants. The City acknowledges that proceeds provided by the County for a Project may be proceeds of tax-exempt bonds (the "Bonds") subject to certain requirements of the Internal Revenue Code of 1986, as amended (the "Tax Code"), including any implementing regulations and any administrative or judicial interpretations. The City will comply with Tax Code requirements, including those set forth in Exhibit B attached hereto and incorporated herein, which are applicable to Bondfinanced Projects identified in Exhibit A attached hereto and incorporated herein, as well as Bond-financed Projects identified in subsequent amendments to this agreement.

Article VII. Responsibilities of the County

Subject to the terms of this agreement, the County will provide Conservation

Futures Tax Levy proceeds in the amounts and for the Projects identified in Exhibit A, as well as in those amounts and for those Projects identified in subsequent amendments to this agreement. The City may request additional proceeds; however, the County has no obligation to provide proceeds to the City in excess of the amount shown in Exhibit A.

The County assumes no obligation for future support of the Project described herein except as expressly set forth in this agreement.

Article VIII. Other Provisions

Section 8.1 -- Hold Harmless and Indemnification.

- A. The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the City, its employees, contractors or others by reason of this agreement. The City shall protect, indemnify and save harmless the County, its officers, agents and employees from any and all claims, cost and whatsoever occurring or resulting from: 1) the City's failure to pay any compensation, fees, wages, benefits or taxes; and 2) the supplying to the City of work, services, materials or supplies by City employees or agents or other contractors or suppliers in connection with or in support of performance of this agreement.
- B. The City further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts of this agreement by the City, its officer, employees, agent or representatives arising out of the performance of the terms of this agreement.

- C. The City shall protect, indemnify and save harmless the County from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees or agents in the performance of its obligations under the terms of this agreement. For the purposes of this agreement only, the City agrees to waive the immunity granted it for industrial insurance claims pursuant to Title 51 RCW to the extent necessary to extend its obligations under this paragraph to any claim, demand, or cause of action brought by or on behalf of any employee, including judgments, awards and costs arising therefrom including attorney's fees.
- D. To the extent permitted by law, and except to the extent caused by the negligence of the County, the City agrees, at its expense, to pay, and to indemnify and hold the County, its officers, employees or agents harmless of, from and against, any and all claims, damages, demands, losses, liens, liabilities, penalties, fines, taxes, lawsuits and other proceedings and costs and expenses (including attorneys' fees) of every conceivable kind, character or nature whatsoever, arising directly or indirectly from or out of, or in any way connected with any examination or audit by the Internal Revenue Service of any Bond issued to finance or refinance costs of any Bond-financed Project identified in Exhibit A as well as Bond-financed Projects identified in subsequent amendments to this agreement, or any determination by the Internal Revenue Service or a court of competent jurisdiction that the interest on any such Bond is or should be subject to federal income taxation; provided, however, that the City shall not be liable for any payment made by the County with respect to any settlement of any such examination or

audit, or of any other proceeding related thereto, entered into without the consent of the City.

Section 8.2 -- Amendment. The parties reserve the right to amend or modify this agreement. Amendments or modifications to disburse proceeds approved by the County Council must be by written instrument signed by the parties substantially in the form of Exhibit C. Other amendments also must be approved by the respective City and County Councils.

Section 8.3 -- Contract Waiver. No waiver by either party of any term or condition of this agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this agreement. No waiver shall be effective unless made in writing.

Section 8.4 -- Entirety. This agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the Project and constitutes the entire agreement between the parties. The parties recognize that time is of the essence in the performance of the provisions of this agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

·DocuSigned by:

Maurin McBroom

Dow Constantine

King County Executive

Date: __4/27/2021

Acting under the authority of

Ordinance 18978

Approved as to form:

Russell Prugle
Dan Satterberg

King County Prosecuting Attorney

CITY OF LAKE FOREST PARK

Acting under the authority of

Resolution 1802

Approved as to form:

Kim Adams Pratt

City Attorney

EXHIBIT A

2021 CONSERVATION FUTURES LEVY CITY OF LAKE FOREST PARK ALLOCATION

Jurisdiction	Project	Allocation
Lake Forest Park	Lake Forest Park Lake Front Property Acquisition	\$950,000
TOTAL		\$950,000

Project Description:

<u>Project # 1138970: Lake Forest Park – Lake Forest Park Lake Front Property Acquisition</u>

The City of Lake Forest Park seeks to acquire 1.91 acres of lakefront property as a future city park. The target property is located near the Burke-Gilman Trail and may serve as a nearby stopping point for trail visitors to use, making the project regionally significant. The CFT funding plus an equal amount of matching funds will restrict approximately 0.5 acres of lake front property to CFT-eligible activities; the remainder of the parcels may be more intensively developed or used for more active recreation than allowed under CFT policies. Project funding was authorized in King County Ordinance 19210.

Is this a Bond-financed Project? No

EXHIBIT B

Tax Covenants

The City acknowledges that proceeds provided by the County for the Project may be proceeds of Bonds subject to certain requirements of the Tax Code. The City will take all actions with respect to the Project, and proceeds received for the Project, necessary to assure the exclusion of interest on the Bonds from the gross income of the owners of the Bonds, including but not limited to the following:

- (a) <u>Expenditure of Proceeds</u>. The City will expend proceeds of the Bonds received from the County for capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Tax Code. Bond proceeds may be expended to pay, or reimburse the City for, Project capital expenditures or to repay interim indebtedness incurred for capital expenditures of the Project.
- (b) <u>Notice</u>. The City will provide notice of action taken or planned to issue any tax-exempt indebtedness, including bonds, bank loans, or other tax-exempt indebtedness, to finance Project costs.

(c) Treatment as Grant.

- (1) The City is a governmental entity possessing substantial taxing, eminent domain and police powers and constituting a political subdivision of the State.
- (2) The City is not acting as an agent of the County.
- (3) The grant of proceeds for the Project does not impose any obligation or condition to directly or indirectly repay any amount to the County (excluding obligations or conditions intended solely to assure expenditure of the transferred moneys in accordance with the governmental purpose of the transfer).
- (4) The grant is required to be used for open space as required under Article II but does not impose any conditions relating to the use of the Project or other property of the City by the County or any of its agencies or authorities.
- (5) This agreement is a grant agreement.
- (d) <u>Limitations on Disposition of Project</u>. The City will not sell or otherwise dispose of any components of the Project without prior approval by the County and compliance with timeframes for completion of land replacement or cash reimbursement as provided in Section 6.4.
- (e) <u>Record Retention</u>. The City will retain its records of all accounting and monitoring it carries out with respect to the Bond proceeds received and with respect to the

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Project for at least three years after the Bonds mature or are redeemed as provided in the amendment granting such Bond proceeds to the City.

(f) <u>Cooperation</u>. The City will provide tax certificates when and as requested by the County or County's bond counsel in order to establish or maintain the tax-exempt status of the Bonds. The City will cooperate in any audit of the Bonds by the Internal Revenue Service, including disclosure of any record, contracts and other materials relating to the Bond proceeds received by the City and the Project.

EXHIBIT C

AMENDMENT TO THE CONSERVATION FUTURES INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY AND THE CITY OF _____ FOR OPEN SPACE ACQUISITION PROJECTS

Preamble

The King County Council, through Ordina Futures Levy Fund and appropriated proce amendment is entered into to provide for the available for open space acquisition.	eds to King County and certain cities. This
	een the CITY OF and s to and is part thereof of the existing Interlocal een the parties on the day of (Month),
The parties agree to the following amendm	nent:
The Interlocal Cooperation Agreement is hereto.	nereby amended by adding Exhibit 1, attached
In all other respects, the terms, conditions, remain the same as agreed to in the Interloamended.	duties and obligations of both parties shall cal Cooperation Agreement as previously
Once fully executed, this Amendment shal Cooperation Agreement as if fully set forth	ll be incorporated into the existing Interlocal h, and shall become Amendment
IN WITNESS WHEREOF, authorized rep their names in the spaces set forth below:	resentatives of the parties hereto have signed
KING COUNTY	CITY OF
Dow Constantine	
King County Executive	Mayor
Date:	Date:
Approved as to form:	Approved as to form:

Section 10, ItemC.

Dan Satterberg	
King County Prosecuting Attorney	City Attorney

EXHIBIT 1

[YEAR] CONSERVATION FUTURES LEVY PROCEEDS CITY OF _____ ALLOCATION

Jurisdiction	Project Name (Project Number)	Allocation
[City Name]	[Project Name] ([Project Number])	\$
TOTAL		\$

Project Description:

[Project Number] [City Name] – [Project Name]
[Project Description used in legislation approving proceeds]

Is this a Bond-financed Project?

AMENDMENT TO THE CONSERVATION FUTURES INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY AND THE CITY OF LAKE FOREST PARK FOR OPEN SPACE ACQUISITION PROJECTS

Preamble

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County and certain cities. This amendment is entered into to provide for the allocation of additional proceeds made available for open space acquisition.

THIS AMENDMENT is entered into between the CITY OF LAKE FOREST PARK and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the 27th day of April, 2021.

The parties agree to the following amendment:

The Interlocal Cooperation Agreement is hereby amended by adding Exhibit 1, attached hereto.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

Once fully executed, this Amendment shall be incorporated into the existing Interlocal Cooperation Agreement as if fully set forth, and shall become Amendment 1.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY	CITY OF LAKE FOREST PARK	
Dow Constantine King County Executive	Jeff Johnson Mayor	Commented [LI1]: Please verify
Date:	Date:	

Amendment 1 Lake Forest Park-King County Interlocal Cooperation Agreement Page 1

Section 10, ItemC.

Approved as to form:	Approved as to form:	
Dan Satterberg King County Prosecuting Attorney	Kim Adams Pratt City Attorney	Commented [LI2]: Please customize with your city attorney's name. Delete comment to finalize.

Amendment 1 Lake Forest Park-King County Interlocal Cooperation Agreement Page 2

EXHIBIT 1

2022 REALLOCATION CONSERVATION FUTURES LEVY PROCEEDS CITY OF LAKE FOREST PARK ALLOCATION

Jurisdiction	Project Name	Allocation
Lake Forest Park	Lake Front Property	\$625,000
	TOTAL	\$625,000

Project Description:

Project #1139013 (Award #1143304): Lake Forest Park – Lake Front Property

Lake Forest Park has acquired 1.91 acres of lakefront property as a future city park. Lyon Creek Waterfront Preserve is located next door, but public water access is limited as most of the site is a creek delta. The target property is located near the Burke-Gilman Trail and may serve as a nearby stopping point for trail visitors to use, making the project regionally significant. The CFT-encumbered footprint had a more expensive valuation than originally was estimated, with valuations verified in reviewed appraisals. This project receives a 2022 reallocation to fully fund the CFT-encumbered portion of the property and complete the proposed vision. Project funding was authorized in King County Ordinance 19479.

Is this a Bond-financed Project? Yes

Amendment 1 Lake Forest Park-King County Interlocal Cooperation Agreement

City Administrator Report City of Lake Forest Park

Date: September 8, 2022

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Jeff Johnson

Leadership Team

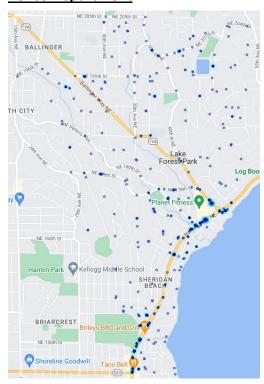
The City Administrator Report is meant to provide the council, staff, and community an update on the activities of the City and on issues that concern the City. This memo will be provided in each Council packet and is divided into key sections.

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 Department



<u>Police incidents heatmap for</u> **August 2022**:

Each blue dot is an incident generated by dispatch or an officer. This map represents **875** incidents in **August**.

Notable Calls/Incidents:

Туре	Calls
Suspicious Circumstances	52
Citizen Contacts	48
Alarms	26
Disturbances	18
Thefts	17
Welfare Checks	15
Vehicle Thefts	9
Hit and Run	7

Notable Incidents

Officers investigated a residential burglary where the garage was inadvertently left open overnight and high-ticket items were taken. Residence is located off the BGT.

Officers responded to a domestic violence incident where firearms were possibly involved. Subject arrested for biting victim's face; firearms secured for safekeeping.

Officer flagged down by motorist reporting a hit and run. Victim pointed out suspect vehicle as it fled.
Officer attempted to stop vehicle which fled, struck another vehicle head in Seattle then continued to flee.
Officers unable to pursue due to current legislation.



Officers responded to a weapon brandishing at Acacia. The subject refused to turn down music when asked by business staff multiple times. Subject then displayed firearm to the employee who called police. Officers deescalated the subjected and took them into custody without incident. Subject booked into jail on several weapons violations.

Officers responded to reports of a subject yelling and waving a knife in the parking lot of a local business. Officers attempted subject who appeared to be having a mental health crisis, possibly related to drug usage. Officer observed knife on subjects' hip, not in his hands. Subject refused to speak with officers and left south on the BGT. Officers assisted with cleanup of garbage and remnants of a fire subject had started near business parking lot.

Officers responded to a suspicious subject running through the streets, "yelling into the sky for things to die". Officers arrived and observed a subject standing in the middle of the street and motioning aggressively to a garbage truck that was driving. The truck had to stop to avoid running over the subject in the street, and eventually had to back up as the male subject got very close and acted like he was slashing the truck with a sword.

Officers assisted mall security with several unwanted subjects, shoplifters, and trespass violations. One subject returned immediately after being trespassed and was arrested. One subject reported to be throwing things and screaming at people inside the mall. Subject later located in Kenmore and refused to stop for officers. Trespass letter to be sent via mail.



Officers responded to a theft of liquor at Albertsons. Subject fled in vehicle that was later determined to be stolen. Officers attempted to stop vehicle which refused to stop and fled. Officers attempted to follow but were unable to stop vehicle due to current law.



On September 1, Officer Maegan Fairholm resigned from being a police officer. Ofc. Fairholm worked for the police department for over 5 years. In 2021, she began the hard-fought battle with breast cancer. After fully recovering and finishing her medical clearance, she decided to step away from law enforcement and move back with family in Oklahoma.

Ofc. Fairholm did a great job with Health and Wellness for the PD Staff and was a major team member with RADAR Navigator program.

The police department is actively recruiting for this open position.

Also on September 1, Records Specialist Lee Freeman is retiring from serving the LFP Community for over 30 years.

Lee started on March 6, 1992, as a Dispatcher, when Lake Forest Park Police Department employed only five full-time patrol officers and a few reserve officers. The city was smaller, and the 911 calls were more sporadic. Lee's job was to answer 911 calls, dispatch the officers, and complete the proper paperwork. In 2001, Lee left dispatch and became a full-time police records specialist. Her job became more complex, and Lee excelled in processing police records, performing a variety of clerical and administrative tasks, assisting officers and police managers with administrative duties,



and assisting the public. Thank you, Lee Freeman, for thirty years of dedicated service to our Department and to our City!!!

We are also pleased to announce that we have hired Kelsey Altus as our new Records Specialist. She fills Lee's position open position and Kelsey is currently in training. Kelsey has worked for Disney (ask her about that job!), an accounting firm, and a dog care facility. She just had her

first child, and her family is local.



Congrats to Kelsey, please welcome her to our staff!

King County Outcome Data for North Sound RADAR Navigator Program

The RADAR Navigator Program is funded by the King County MIDD Behavioral Health Sales Tax Levy to serve people in crisis who are coming in contact with law enforcement and the crisis system, by providing crisis de-escalation, intervention and navigation to the system of care.

Thanks to our partners at King County, we are now able to show cross-system outcomes for the first time. The Department of Community and Human Services has access to data about behavioral health system utilization, jail bookings, and emergency department visits for people RADAR has served, recently released analysis shows a significant improvement across those systems.

These data show that the people touched by the RADAR Navigator Program experienced a 67% reduction in adult jail bookings, a 60% reduction in crisis services events, and a 4% reduction in emergency department visits after receiving RADAR services. 14% of individuals touched by the program were linked to publicly-funded behavioral health treatment (this does not include enrollment data from the private healthcare and insurance market which would likely make that number even higher).

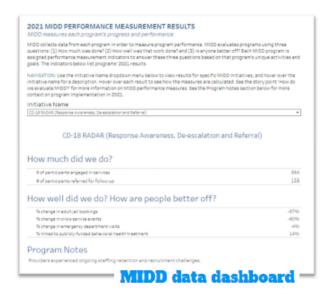




Early data show strong performance on the MIDD policy goals of diverting people with behavioral health needs from costly interventions, such as jail, emergency rooms, and hospitals; and reducing the number, length, and frequency of behavioral health crisis events.







II. Internal City Information

Municipal Services Department

Passport Services

During the month of July, we processed 393 passports with 283 photos, for a total revenue of \$18,283. During the month of August, we processed 361 passports with 245 photos, for a total revenue of \$16,330.

Month	Passport Revenue	Photo Revenue	Total
July	\$13,755	\$4,528	\$18,283
August	\$12,635	\$3,920	\$16,330

Records Requests

For the months of July and August, we received and processed 29 public records requests along with 60 records requests for the police department. The total staff time spent on public records requests for the month of July and August was close to 146 hours, with nine records requests still open to be fulfilled. Of note, we received a very large request from Sound Transit related to upcoming construction work in the city, where they requested records on 90 properties in the city. Those requests are still being processed.

III. Council Information

IV. Response to Citizen and Council Comments

V. Contract Reporting

Two contracts were approved administratively during the reporting period: Professional Services Agreement with Puget Sound Executive Services, Inc., for Uniformed/Armed Officers to provide Municipal Court Security when LFP Police Service is unavailable; and Professional Services Agreement with The Watershed Company for the 2022 Tree Inventory.

VI. Legislative Update

VII. Community Events

VIII. Upcoming City Sponsored Events

Picnic in the Park!

September 10, 2022, 10:00 AM - 3:00 PM @ Pfingst Animal Acres Park

IX. Meetings Calendar

City Council Budget & Finance Committee Special Meeting (hybrid meeting)

September 12, 2022, 6:00 PM - 8:00 PM @ City Hall and via Zoom

Planning Commission Meeting (hybrid meeting)

September 13, 2022, 7:00 PM - 9:00 PM @ City Hall and via Zoom

City Council Budget & Finance Committee Meeting (hybrid meeting)

September 15, 2022, 6:00 PM - 7:30 PM @ City Hall and via Zoom

City Council Committee of the Whole Meeting (hybrid meeting)

September 19, 2022, 6:00 PM - 7:30 PM @ City Hall and via Zoom

City Council Special Work Session (hybrid meeting)

September 22, 2022, 6:00 PM - 7:00 PM @ City Hall and via Zoom

City Council Regular Business Meeting (hybrid meeting)

September 22, 2022, 7:00 PM - 9:00 PM @ City Hall and via Zoom