



CITY OF  
**TUMWATER**

**CITY COUNCIL WORKSESSION  
MEETING AGENDA**

**Online via Zoom and In Person at  
Tumwater Fire Department  
Headquarters, EOC, 311 Israel Rd. SW,  
Tumwater, WA 98501**

**Tuesday, July 11, 2023  
6:00 PM**

1. Call to Order
2. Roll Call
3. Action Items
  - a. ILA for Cascade Pacific Action Alliance Regional Opioid Abatement Council and ILA for Thurston County Opioid Abatement Council Independent Subcommittee (Lisa Parks and Karen Kirkpatrick)
4. Mayor/City Administrator's Report
5. Adjourn

**Meeting Information**

All Councilmembers will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

**Watch Online**

<https://us02web.zoom.us/j/85329769211?pwd=d1FiT1Y3SnVWdUpEODFaNIVJSUJNdz09>

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 853 2976 9211 and Passcode 545666.

**Public Comment**

The public may submit comments by sending an email to , no later than 4:00 p.m. the day of the meeting. Comments are submitted directly to the Councilmembers and will not be read individually into the record of the meeting.

**Post Meeting**

Video recording of this meeting will be available within 24 hours of the meeting.

<https://tcmedia.org/stream.php>

**Accommodations**

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email [CityClerk@ci.tumwater.wa.us](mailto:CityClerk@ci.tumwater.wa.us). For vision or hearing impaired services, please

contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email [ADACoordinator@ci.tumwater.wa.us](mailto:ADACoordinator@ci.tumwater.wa.us)

TO: City Council

FROM: Lisa Parks, City Administrator  
Karen Kirkpatrick, City Attorney

DATE: July 11, 2023

SUBJECT: ILA for Cascade Pacific Action Alliance Regional Opioid Abatement Council and ILA for Thurston County Opioid Abatement Council Independent Subcommittee

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1) Recommended Action:

Approve and authorize the Mayor to sign the Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments (Attachment A) and the Interlocal Agreement for Opioid Abatement Council Independent Subcommittee (Attachment B) in substantially similar form as approved by the City Attorney.

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2) Background:

The abuse of prescription opioids is a growing problem, not just in Tumwater, but in the State of Washington and nationwide. Individuals have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids and the toll opioid abuse and overuse causes on our resources is significant.

In April 2022, the City authorized the Mayor to sign the One Washington Memorandum of Understanding, which outlined how the funds the State of Washington receives from the National Distributor Settlement would be divided between participating jurisdictions.

In March 2023, the City authorized the Mayor to sign the National Opioid Settlement Allocation Agreement II and any future settlement agreements. The National Opioid Settlement Allocation Agreement II incorporated the settlements reached with Walmart, Teva, Allergan, CVS, and Walgreens.

The One WA Agreement requires the participating jurisdictions establish regional Opioid Abatement Councils (OAC). Tumwater is part of the Cascade Pacific Action Alliance Region. The regional ILA (Attachment A) establishes the required regional OAC and delegates local authority to an independent subcommittee comprised of Thurston County and the Cities of Lacey, Olympia, and Tumwater. The local ILA (Attachment B) defines the duties of the Thurston County and Cities Independent Subcommittee. Each jurisdiction will have one elected representative on the Thurston County and Cities Independent Subcommittee, which will meet annually to review how each jurisdiction has spent their opioid settlement funds. While the local subcommittee will be responsible to review how funds are spent, each jurisdiction will directly receive funds and have the authority to decide how to spend their respective funds. The purpose of the committee is to simply ensure that each jurisdiction is utilizing their funds in a manner consistent with the opioid settlement agreements.

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3) Policy Support:

These funds will help build a community recognized for quality, compassion, and humanity while also supporting our policy to provide and sustain quality public safety services and our commitment to explore regional partnerships to provide social and health services.

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4) Alternatives:

- ☐ Not authorize the Mayor to sign the Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments
  - ☐ Not authorize the Mayor to sign the Interlocal Agreement for Opioid Abatement Council Independent Subcommittee
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5) Fiscal Notes:

Tumwater will receive 0.2065982350% of any national settlement funds.

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6) Attachments:

- A. Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments
- B. Interlocal Agreement for Opioid Abatement Council Independent Subcommittee

## REGIONAL AGREEMENT OF THE CASCADE PACIFIC ACTION ALLIANCE REGION PARTICIPATING LOCAL GOVERNMENTS

This Agreement is made by the Cascade Pacific Action Alliance Region “Participating Local Governments” as defined by the “One Washington Memorandum of Understanding Between Washington Municipalities” (One WA MOU), attached hereto as Exhibit A and fully incorporated herein (collectively “Parties”), for the purpose of establishing an Opioid Abatement Council (OAC) required by the One WA MOU. The Parties to this Agreement mutually agree to the terms contained herein.

### RECITALS

A. Section C.1. of the One WA MOU designated a regional structure for decision-making related to opioid fund allocation based on the nine Washington State Accountable Community of Health Regions. These regions may share names with entities that exist in the same regions and any 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:

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

Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties are Participating Local Governments which reside in the Cascade Pacific Action Alliance Region pursuant to the One WA MOU, as are the following cities within those counties:

- a. Lacey, Olympia, and Tumwater (Thurston County)
- b. Longview and Kelso (Cowlitz County)
- c. Aberdeen (Grays Harbor County)
- d. Centralia (Lewis County)
- e. Shelton (Mason County)

B. The above-listed municipalities shall be collectively referred to as “Participating Local Governments.”

C. The Participating Local Governments are forming the Cascade Pacific Action Alliance Region OAC to carry out the duties prescribed in the One WA MOU, which shall be comprised of the following independent subcommittees:

1. Cowlitz
  - a. Counties
    - i. Cowlitz
    - ii. Grays Harbor
    - iii. Pacific
  - b. Cities
    - i. Longview
    - ii. Kelso
2. Lewis
  - a. Counties
    - i. Lewis
  - b. Cities
    - i. Centralia
3. Mason
  - a. Counties
    - i. Mason
  - b. Cities
    - i. Shelton
4. Thurston
  - a. Counties
    - i. Thurston
  - b. Cities
    - i. Olympia
    - ii. Lacey
    - iii. Tumwater
5. Wahkiakum
  - a. Counties
    - i. Wahkiakum

D. All of the Participating Local Governments are also participants in the “Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State” dated August 8, 2022 (Allocation Agreement), attached hereto as Exhibit B and fully incorporated herein.

E. The Participating Local Governments anticipate receipt of funds resulting from settlements with opioid pharmaceutical supply chain participants. Funds allocated to all of the Participating Local Governments pursuant to the One WA MOU and Allocation Agreement shall be collectively referred to herein as “Opioid Funds.” This Agreement



will also apply to any and all Opioid Funds received pursuant to “Washington State Allocation Agreement Governing the Allocation of Funds Paid By Certain Settling Opioid Manufacturers and Pharmacies” (Allocation Agreement II) as well as any future settlements as defined in the One WA MOU.

- F. The parties seek to designate special subcommittees of the Cascade Pacific Action Alliance Region OAC pursuant to Section C.4.h of the One WA MOU and pursuant to Section 15 of the Allocation Agreement for the purposes of overseeing the use of Opioid Funds allocated to the aforementioned Participating Local Governments enumerated above in Paragraph C consistent with the Approved Purposes set forth in the One WA MOU and consistent with the purposes set forth in Section 8 of the Allocation Agreement.
- G. This Agreement is made to carry out the One WA MOU and related settlement documents.
- H. This Agreement does not contemplate a joint budget.
- I. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

#### AGREEMENT

1. The foregoing Recitals A through I are true and correct and are incorporated herein by reference as substantive provisions of this Agreement as if fully set forth herein.
2. The Participating Local Governments hereby designate a special subcommittee of the Cascade Pacific Action Alliance Region OAC pursuant to Section C.4.h of the One WA MOU and pursuant to Section 15 of the Allocation Agreement to oversee allocation, distribution, expenditures, and dispute resolution of Opioid Funds allocated to the aforementioned Participating Local Governments enumerated above in Paragraph C consistent with the Approved Purposes set forth in the One WA MOU consistent with the Approved Purposes set forth in the One WA MOU and Allocation Agreement and consistent with the purposes set forth in Section 8 of the Allocation Agreement (collectively “Approved Purposes”).
3. The Cascade Pacific Action Alliance Region OAC shall consist of independent subcommittees listed in Recital Paragraph C above, and each independent subcommittee shall have the authority and responsibilities as described herein.
4. It is anticipated that the Participating Local Governments enumerated in Paragraph C will directly receive the Opioid Funds and will maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the 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. If the Cascade Pacific Action Alliance Region OAC

receives any of the Opioid Funds, it will immediately transfer those funds to the Participating Local Governments consistent with the Allocation Agreement and Allocation Agreement II.

5. If a participating city elects not to retain its settlement allocation, its allocation will be re-allocated to the county within which it is located. Upon receipt of the Opioid Funds, a city that elects to transfer those funds to its county may do so and the county will have full discretion over the use and distribution of those Opioid Funds, provided the funds are used solely for Approved Purposes.
6. Pursuant to section C.4.b of the One WA MOU, ten percent (10%) of Opioid Funds received by all of the Participating Local Governments will be reserved, on an annual basis, for administrative costs related to the Cascade Pacific Action Alliance Region OAC's responsibilities established by this agreement. The independent subcommittees of the Cascade Pacific Action Alliance Region OAC will provide an annual budget and accounting for actual costs and will be reimbursed for those costs from the independent subcommittee's proportionate share of Opioid Funds, provided the reasonable administrative costs shall not exceed actual costs or 10%, whichever is less.
7. Opioid Funds will be subject to mechanisms for auditing and reporting to provide public accountability and transparency. All records related to the receipt and expenditure of Opioid Funds shall be maintained for no less than five (5) years and such records shall be available for review by the Parties to this Agreement, government oversight authorities, and the public. Each party shall be responsible for its own compliance with the Washington Public Records Act, chapter 42.56 RCW (as may be amended). This Agreement, once executed, will be a "public record" subject to production to a third party if it is requested under Chapter 42.56 RCW.
8. Each Cascade Pacific Action Alliance Region OAC subcommittee will be responsible for the following actions with respect to Opioid Funds:
  - a. Monitor distribution of Opioid Funds to programs and services within the Cascade Pacific Action Alliance Region OAC regional service area for Approved Purposes.
  - b. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data for expenditures of Opioid Funds by the Participating Local Governments enumerated in Paragraph C, or delegating that action to another Participating Local Government, which it shall update at least annually. Each Cascade Pacific Action Alliance Region OAC subcommittee shall provide a link to the other subcommittees' dashboards or other repository.
  - c. If necessary, require and collect additional outcome-related data to evaluate the use of Opioid Funds, and all Participating Local Governments enumerated in Paragraph C shall comply with such requirements. Prior to establishing these requirements, evaluation and reporting tools will be developed in partnership with



Participating Local Governments enumerated in Paragraph C, unless already stipulated by the One WA MOU.

- d. Hearing complaints by Participating Local Governments enumerated in Paragraph C regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.
9. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this Agreement that violates any Washington law. In such an action, the alleged offending Party may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Party may seek outside representation to defend itself against such an action.
10. This Agreement 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 Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement 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.
11. No changes or additions to this Agreement shall be valid or binding on any Party unless such changes or additions are in writing and executed by all Parties.
12. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 2023.

THURSTON COUNTY

BY: 

Ramiro Chavez  
County Manager

APPROVED AS TO FROM

BY: 

Scott Cushing  
Senior Deputy Prosecuting Attorney

## INTERLOCAL AGREEMENT FOR OPIOID ABATEMENT COUNCIL INDEPENDENT SUBCOMMITTEE

This Interlocal Agreement (the “**Agreement**”) is made and entered into pursuant to Chapter 39.34 RCW, the “Interlocal Cooperation Act,” by and between Thurston County, Washington, a political subdivision of the State of Washington; the City of Lacey, a municipal corporation organized under the laws of the State of Washington; the City of Olympia, a municipal corporation organized under the laws of the State of Washington; and the City of Tumwater, a municipal corporation organized under the laws of the State of Washington. The above-mentioned local governments will be collectively referred to herein as the “**Parties**.”

### RECITALS

- A. The Parties are all “**Participating Local Governments**” as defined by the “One Washington Memorandum of Understanding Between Washington Municipalities” (“**One WA MOU**”), attached hereto as **Exhibit A** and incorporated herein by reference.
- B. The One WA MOU is one of the primary governing documents concerning how Participating Local Governments are to receive opioid abatement funding (referred to therein as “**Opioid Funds**”) resulting from the settlement of opioid litigation. The One WA MOU provides that Opioid Funds are to be allocated within allocation regions, referred to therein as “**Allocation Regions**”). The Parties are all within the Cascade Pacific Action Alliance Region.
- C. The One WA MOU provides that each Allocation Region must have an Opioid Abatement Council (“**OAC**”), whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4 of the One WA MOU.
- D. The Participating Local Governments in the Cascade Pacific Action Alliance Region established an OAC by executing the “Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments (the “**Regional Agreement**”), attached herein as **Exhibit B** and incorporated herein by reference.
- E. The Regional Agreement provides that the Cascade Pacific Action Alliance Region’s OAC is comprised of independent subcommittees, with the independent subcommittee of the Parties herein being the “**Thurston County and Cities Independent Subcommittee**.” Section 8 of the Regional Agreement provides that each independent subcommittee is responsible for the specific functional duties of the OAC.
- F. This Agreement constitutes the agreement between the Parties as to how the OAC duties of the Thurston County and Cities Independent Subcommittee are to be performed, consistent with the One WA MOU and Regional Agreement.

### AGREEMENT

1. **Incorporation of Recitals.** The foregoing Recitals A through F are incorporated herein by reference as substantive provisions of this Agreement.
2. **Thurston County and Cities Council.** The Parties agree that the Regional Agreement sets forth specific OAC administrative tasks for each independent subcommittee. The Parties also agree that Section C(4)(h) of the One WA MOU

provides that the OAC “shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region,” and that the “method of selecting members, and the terms for which they will serve” will be determined by the Participating Local Governments. Accordingly, the Parties agree that each Participating Local Government within the Thurston County and Cities Independent Subcommittee will appoint one representative to serve on the “**Thurston County and Cities Council.**” The term for each member of the Thurston County and Cities Council will be three (3) years, and terms may be successive with no term limits.

3. **Administrative Duties.** The administrative duties of the Thurston County and Cities Independent Subcommittee will be performed as follows:
  - a. At least annually, the Thurston County and Cities Council will convene to review and fulfill oversight obligations regarding the distribution of Opioid Funds from Participating Local Governments to programs and services within the territories of the Parties.
  - b. At least annually, the Thurston County and Cities Council will convene to review the Parties’ expenditure reports for compliance with the Approved Purposes listed in the One WA MOU and any opioid settlement.
  - c. The Parties will make all their decisions on Opioid Fund allocation applications, distributions, and expenditures publicly available. Thurston County will compile or link the Parties’ information on a single webpage.
  - d. The Parties will all make expenditure data publicly available, at least on an annual basis. Thurston County will develop and maintain a centralized public dashboard or other repository for the publication of the Parties’ expenditure data on the Thurston County website and update it at least annually.
  - e. Hearing complaints by the Parties regarding alleged failure to (1) use Opioid Funds for Approved Purposes, or (2) comply with reporting requirements will be handled as follows:
    - i. Each Party will maintain its own internal complaint process and hear complaints internally, with an opportunity to correct any complaint.
    - ii. If the Party is unable to resolve the complaint through its own internal complaint process, the Thurston County and Cities Council will convene to hear the complaint, and the Party will have an opportunity to present its position on the complaint through written and oral argument. If the Thurston County and Cities Council concludes that the Party did not comply with the Approved Purposes from the One WA MOU or that the Party otherwise misused its allocation of Opioid Funds, the Thurston County and Cities Council may take any remedial action consistent with the terms of the One WA MOU.

4. **Public Records; Records Maintenance and Audits.** Each Party is responsible for its own compliance with the Public Records Act, Chapter 42.56 RCW, in connection with this Agreement. The Parties agree to cooperate with each other to the extent necessary for any Party to comply with the Public Records Act. That said, no Party is required to coordinate its response to a public records request with another Party or forward a public records request to another Party to the extent the Party believes a public records request was misdirected to it.

Opioid Funds will be subject to mechanisms for auditing and reporting to provide public accountability and transparency. All records related to the receipt and expenditure of Opioid Funds shall be maintained for no less than five (5) years and such records shall be available for review by the Parties to this Agreement, government oversight authorities, and the public.

5. **Autonomy of Local Governments.** The Parties herein retain full control, autonomy, and discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used for purposes consistent with this Agreement, the Regional Agreement, and the One Washington MOU. This Agreement does not create a joint budget or establish joint acquisition of property by the Parties.
6. **Administrative Costs.** Pursuant to Section C(4)(b) of the One WA MOU, ten percent (10%) of Opioid Funds received by all of the Participating Local Governments will be reserved, on an annual basis, for administrative costs related to the OAC. Under the Regional Agreement, the independent subcommittees of the Cascade Pacific Action Alliance Region OAC are required to provide an annual budget and accounting for actual costs and will be reimbursed for those costs from the independent subcommittee's proportionate share of Opioid Funds, provided the reasonable administrative costs shall not exceed actual costs or 10%, whichever is less.

The Parties agree to separately and individually create an annual budget and document their administrative costs related to performing their obligations related to the OAC and this Agreement, and to provide the budget and administrative cost documentation to the Thurston County and Cities Council at least annually. The Parties understand and agree they will be reimbursed for those costs from their proportionate share of Opioid Funds.

7. **Mutual Indemnity.** To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be

caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the Parties, each Party shall pay its proportionate share of any damages awarded. The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

8. **Survival of Indemnity Obligations.** The Parties agree all indemnity obligations shall survive the completion or expiration of this Agreement.
9. **Compliance with Laws.** The Parties and their officials, officers, employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, regulations, rules, and policies.
10. **Relationship of the Parties.** The Parties' relationship exists solely for the limited purposes outlined in the Regional Agreement and the One WA MOU for receiving Opioid Funds. This Agreement, and the Parties' activities under it, shall not be construed as creating any kind of partnership or joint venture, nor shall it be construed as creating any kind of independent contractor, agency, or employment relationship between the Parties.
11. **No Third-Party Rights.** This Agreement is entered into by the Parties solely for their own benefit and it creates or grants no rights of any kind to any other party.
12. **Waiver.** No term or condition of this Agreement shall be deemed waived unless such waiver is expressly agreed to in writing by all Parties. In addition, waiver of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach.
13. **Amendment.** This Agreement can only be amended in writing, and only upon execution by all Parties.
14. **Entire Agreement.** The Parties acknowledge that this Agreement is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.
15. **Headings.** The headings in this Agreement are for convenience only and shall not be deemed to affect the meaning of its provisions.
16. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining



provisions that can be given effect without the invalid provision, provided that the underlying intent of the Parties can still be given effect.

17. **Signature Authority.** Each person signing this Agreement on behalf of a Party warrants that he or she has full authority to sign this Agreement on that Party's behalf.
18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement. Each counterpart may be executed and delivered by facsimile to the other party.
19. **Exhibits.** The following exhibits are incorporated into this Agreement by reference.
  - i. **Exhibit A** – One Washington Memorandum of Understanding Between Washington Municipalities” (“**One WA MOU**”)
  - ii. **Exhibit B** – Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments (the “**Regional Agreement**”)

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGES FOLLOW**