



**CITY COUNCIL
MEETING AGENDA**

**Online via Zoom and In Person at
Tumwater City Hall, Council Chambers,
555 Israel Rd. SW, Tumwater, WA 98501**

**Tuesday, March 07, 2023
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - a. Meet & Greet with K9 Thor
 - b. Proclamation Women's History Month, March 2023
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Consent Calendar:**
 - a. Approval of Minutes: City Council Worksession, February 14, 2023
 - b. Approval of Minutes: City Council, February 21, 2023
 - c. Payment of Vouchers (Shelly Carter)
 - d. Interlocal Agreement with the City of Olympia for Fire Vehicle Repair and Maintenance Services (Brian Hurley)
 - e. National Opioid Settlement Allocation Agreement II (Karen Kirkpatrick)
 - f. I-5 / Trosper Rd / Capitol Boulevard Reconfiguration Project, Construction Road Closures (Bill Lindauer)
- 7. Public Hearings:**
 - a. Resolution No. R2023-004, Amending the Six-Year Transportation Improvement Program for 2023-2028 (Mary Heather Ames)
- 8. Committee Reports**
 - a. Public Health and Safety Committee (Leatta Dahlhoff)
 - b. General Government Committee (Michael Althausen)
 - c. Public Works Committee (Eileen Swarthout)
 - d. Budget and Finance Committee (Debbie Sullivan)
- 9. Mayor/City Administrator's Report**

10. Councilmember Reports

11. Any Other Business

12. Adjourn

Hybrid Meeting Information

The public are welcome to attend in person, by telephone or online via Zoom.

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Public and Written Comment

Attend in person to give public comment or register by 6:45 p.m. the day of the meeting to provide public comment using the web-based meeting platform:

https://us02web.zoom.us/webinar/register/WN_wYUe75qTQtS4VeelaQNFlw

After registering, you will receive a confirmation email with a login to join the online meeting.

As an alternative, prior to the meeting, the public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. on the day of the meeting. Comments are submitted directly to the Mayor and City Councilmembers and will not be read individually into the record of the meeting.

Post Meeting

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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. 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

Proclamation

WHEREAS, the City of Tumwater strives to promote a strong and inclusive community that recognizes and celebrates efforts to bring people together for a greater good and highlight the many threads in our fabric that make it strong and whole; and

WHEREAS, International Women's Day is celebrated globally on March 8th by those who believe in gender equality and who seek to improve the lives of all women, through cultural, legal, economic, and social change; and

WHEREAS, in 1987, and each year since, Congress has passed a resolution recognizing March as National Women's History Month. Women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation, and have served our country courageously in the military; and

WHEREAS, women are critical to the economic, cultural, and social role in every sphere of life by constituting a significant portion of the labor force working inside and outside of the home. Women have served as leaders in the forefront of every major progressive social change movement, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist, emancipation, industrial labor, civil rights, and peace movements, which create a more fair and just society for all; and

WHEREAS, the National Women's History Alliance designates a yearly theme for Women's History Month. The 2023 theme is "Celebrating Women Who Tell Our Stories" and recognizes "women, past and present, who have been active in all forms of media and storytelling including print, radio, TV, stage, screen, blogs, podcasts, news, and social media."

NOW THEREFORE, I, Debbie Sullivan, the first woman Mayor of the City of Tumwater, do hereby proclaim the month of

March 2023

National Women's History Month

and I urge people to take actions against gender bias and inequity and join me in recognizing women's contributions to culture, history and society.

Signed in the City of Tumwater, Washington, and recognized on this 7th day of March in the year, two thousand twenty-three.



Debbie Sullivan
Debbie Sullivan
Mayor

**TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
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CONVENE: 6:00 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Staff: City Administrator John Doan, Community Development Director Michael Matlock, Economic Development Manager Austin Ramirez, Planning Manager Brad Medrud, and Communications Manager Ann Cook.

SAFEPLACE UPDATE: City Administrator Doan introduced SafePlace Executive Director Matthew Solomon. Mr. Solomon briefed the Council on the status of services provided by SafePlace.

Mr. Solomon reported SafePlace serves as the region's certified domestic violence and sexual assault response organization. SafePlace is located in the City of Olympia near Olympia City Hall. The organization hosts a business office and a confidential shelter site. The organization was established in 1981 and is one of the oldest sexual assault response programs in the nation.

SafePlace services include:

- Domestic violence response services for survivors
- Sexual assault response services for survivors
- SafePlace works for societal change to prevent sexual assault and domestic violence while offering crisis intervention, education, and long-term advocacy services
- SafePlace works with advocates and caseworkers
- SafePlace informs and educates survivors on their rights, options, and available services and resources
- SafePlace offers a 24-hour response hotline for both domestic violence and sexual assault
- SafePlace offers 24-hour sexual assault response in partnership with St. Peter's Hospital
- Response to non-fatal strangulation incidents at hospitals
- First-come, first-serve shelter services up to 90 days (since January 2022 through December 2022, the shelter turned away an average of 94 survivors every month as the shelter lacked space)
- Respond to prison sexual assaults
- Provide community training and partner with TOGETHER! to provide education services at middle and high schools on healthy relationships, healthy body image, red flags of abusive relationships, and other prevention information

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- All employees and volunteers receive Advocate Core Training quarterly
- SPEAK peer education – teens from local schools meet weekly to learn about healthy body image, healthy relationships, flags and issues in abusive relationships, learning leadership skills, and building trust
- Custom-designed training for workplace and community groups
- SafePlace Housing Program for survivors
- Partnership with Homes First for housing placements
- Support group for domestic violence and sexual assault survivors
- Free legal advocacy
- Legal clinics twice monthly in partnership with Thurston County Legal Services
- Drop-in services during business hours
- Resources for survivors, such as gift cards for food, fuel, supplies
- Move-in kits for survivors for home placements
- Right-of-way outreach along I-5 corridor in partnership with Thurston County and Department of Commerce
- Partnerships with community-based organizations

SafePlace employs 32 individuals and supported by approximately 22 volunteers.

Mr. Solomon responded to questions from the Council. SafePlace has offered training to the Tumwater Police Department. SafePlace is contacted by St. Peter's Hospital when survivors need assistance. SafePlace has addressed housing concerns to Thurston County for assistance in seeking additional shelter space. The organization is seeking different opportunities to expand shelter space. Funding is typically easier to obtain for constructing space but is more difficult to locate for operations. The organization receives over a million dollars a year from a HUD grant for rental assistance. Survivors who contact SafePlace receive a list of other shelters in the region if space is unavailable at SafePlace. SafePlace also offers a relocation service moving survivors from any location in the country to safe housing. SafePlace practices strict confidentiality rules with names redacted in documents. Most of the organization's funding is from the Department of Health and Services for shelter services and the Department of Commerce for sexual assault services.

MAZAMA POCKET
GOPHER
MITIGATION
CREDITS:

City Administrator Doan briefed the Council on the request to acquire mitigation credits as part of the Bush Prairie Habitat Conservation Plan (HCP) for the Olympia pocket gopher as an interim measure until the City launches a land acquisition program and develops suitable permanent

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mitigation sites. The pocket gopher was listed as an endangered species approximately 10 years ago and is a species with the widest distribution in the county. In addition to listing the gopher, the streaked horned lark, Oregon spotted frog, and Oregon Vesper Sparrow (listed as threatened) were listed. The Endangered Species Act (ESA) listing protects the species and their habitat. The range of the pocket gopher overlaps with the City of Tumwater's urban growth area. The streaked horned lark is located in and around the airport and in other areas with few buildings.

The HCP serves as one way to meet federal permit requirements to enable development of land by both private and public property owners. The HCP allows for higher quality and more efficient long-term species protection, reduces uncertainty, costs, and delays for new development and redevelopment, allows development envisioned by the City to be built, and allows continued and ongoing maintenance of City facilities.

Director Matlock addressed questions on the amount of habitat necessary to protect all four species. The lark is the most challenging of the species. The frog is covered by the City's Critical Areas Ordinance with some augmentation. The sparrow is not as problematic as the lark because of the much larger plan area required for the lark.

City Administrator Doan added that the City's focus has been on the gopher found on City property, school district property, Port property, and private property. The other species with the exception of the frog affects only the Port.

Director Matlock said the Port's future development plan will need to account for mitigation for the lark. Some of the parcels around the airport would likely be reduced in height to accommodate the needs of the lark.

The HCP is under development by the City and the Port of Olympia to serve as the basis for an application for an incidental take permit from the U.S. Fish and Wildlife Service (FWS). The incidental take permit covers effects on the four covered species from urban development and operations and maintenance activities within the City, as well as on Port-owned properties in the City.

Councilmember Cathey said that although she understands the need for development, during the HCP discussions, there were never any conversations that spoke to the balance of protecting and conserving existing species habitat, as well as factoring climate change. She urged more conversations about the balance of development and conservation.

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City Administrator Doan replied that unfortunately, the ESA is not designed to seek a balance but rather is a narrow tool specific to endangered species to strike a balance between preserving land with the species and finding another solution that might be more beneficial for the species.

Director Matlock noted that the current habitat for pocket gophers is not in optimal condition as the prairies are degraded. Once prairie land is designated, the land will be optimized for gophers and planted with prairie species to support gophers.

City Administrator Doan displayed an aerial map of land currently occupied by pocket gophers. The City has researched sites for potential acquisition for permanent gopher mitigation. The HCP estimates the availability of 1,500 acres of conservation land to create protected habitat for gophers.

The primary responsibility for implanting the HCP is the City as the HCP affords the ability for FWS to transfer the responsibility of compliance with the ESA to the City of Tumwater. However, in order to approve the HCP, the Department wants mitigation land identified for the species by the City, which speaks to the request for funding to start the process. Some federal funding may be available but only if the HCP has been approved to allow the City to apply for funding. One way is purchasing mitigation credits creating a scenario where the HCP could be approved with credits available for an entity to purchase for development. The City would be responsible for acquiring land for conservation habitat.

Staff anticipates issuing the draft HCP for public review in March 2023 followed by a public process and stakeholders meeting through March and April. The environmental review is scheduled for completion on the HCP by the end of 2023. The final HCP and permit approvals would occur in early 2024.

Director Matlock addressed questions on the land quality required for conservation land. Land should include good soils and not be less than 100-200 acres in size. In some instances, significant prairie restoration would be necessary. Mitigation sites should house pocket gophers, if possible. The City is required to submit an annual report to the FWS documenting the City's efforts. The City would likely contract with land management professionals for prairie restoration and maintenance.

City Administrator Doan reported the proposal is to purchase mitigation credits. Puget Western, a division of Puget Sound Energy, developed 67.5 acres for mitigation located on the west side of Interstate 5. The parcel had been identified for development but because Puget Western required a

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mitigation site, the company converted the large parcel for mitigation. The company received 171 credits for 67.5 acres because FWS believed the site was suitable and would serve as excellent gopher habitat. Gophers were living on the parcel. Puget Western utilized 60 credits in conjunction with its development leaving 111 credits to sell on the market. Generally an acre of impact requires one credit.

Over the next 30 years, the City requires mitigation to account for future development of utilities, facilities, streets, and parks. Other public entities requiring mitigation include the Port of Olympia and the Tumwater School District. The proposal is to purchase 111 credits from Puget Western reserving 20 credits for the school district. Puget Western prefers a single transaction. Additionally, the City would reserve up to 10 credits for the Secretary of State for its new building, 30 credits would be reserved for the Port of Olympia for mitigation of port activities, 30 credits would be designated for the City, and 21 credits would be offered to the market on a first-come, first-serve basis excluding the aforementioned public agencies. The proposal includes a 45-day purchase option to the entities to reduce City carrying costs. The total transaction to purchase 111 credits (acres) would be nearly \$10 million. Purchasing entities would also pay a share of the original transaction cost and secondary transaction costs to the City for selling the credits to the entity for transactions occurring in the first 45 days. If the purchase occurs beyond the first 45 days, the entity would pay interest costs to the City and a handling charge of \$4,500 per credit per year for any purchase over the first 45 days. Tumwater School District is geared to purchase the credits within 45 days. There is uncertainty as to the timing of the purchase of credits by the Port of Olympia. Follow-up is necessary with the Secretary of the State. The remaining 21 credits are uncertain at this time, as no purchaser has been identified.

Discussion ensued on how mitigation could serve as a deterrent for developers because of the additional cost for mitigation. However, another deterrent is the lack of a HCP because it would lead to less predictability. Adoption of a HCP affords the City with a responsible regulatory framework.

City Administrator Doan addressed questions regarding required mitigation for the City's new maintenance and operations facility on the City's Trails End property and potential impacts to the City's sewer and facilities plans by utilizing funds from the sewer fund for purchasing the credits.

City Administrator Doan described next steps involving financing of approximately \$5 to \$8 million from the sewer utility with the City's credits ultimately sold to City Utilities and City capital projects. A policy would

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need to be developed to assign the credit allocations and a purchase and sale agreement would need to be developed with Puget Western, as well as accompanying agreements with the Tumwater School District and Port of Olympia for future purchase of credits (especially if purchased within 45 days). The documents would be presented at one time to move the process forward. An interfund ordinance would be necessary as well. Some risks include a delay in completion of the HCP or the ESA is no longer enforced (unlikely) and mitigation is no longer required.

Tumwater School District representatives have verbally committed to purchase the credits with strong interest conveyed by the Port with the caveat of either purchasing within the 45 days or later undetermined at this time. The Port needs mitigation credits for development of its properties. Staff has not had conversations with the Secretary of State but proposes contacting the Secretary of State if the Council supports the proposal.

City Administrator Doan responded to questions about the proposal. The City previously purchased 10 credits for the Trails End property from Kaufman Construction at a cost of \$70,000 per acre. The cost of mitigation credits increase as land increases in value. Puget Western agreed to honor its original offer to the City.

City Administrator Doan addressed concerns surrounding the risk to the City in purchasing the credits. The purchase of the credits with a loan serves as tool to encourage FWS to approve the HCP on a faster track as it speaks to the City's commitment.

The Council conveyed support for staff to continue moving forward with the proposal.

**MAYOR/CITY
ADMINISTRATOR'S
REPORT:**

City Administrator Doan explained that historically, an item for consideration by the Council is either vetted by a Council committee, reviewed during a Council worksession, or included as a Council Consideration on the regular meeting agenda for review and discussion by the Council. Most actions are vetted through that process and are not typically presented for a decision without a previous review. Over the last three months, a list of items comprised of minor amendments, consultant contracts, interlocal agreements, or extensions or renewals of existing agreements have moved forward to the Council's consent calendar without vetting or review. The purpose was to avoid adding too many items to Council and committee agendas on routine business matters. He asked for feedback on continuing that process.

Councilmember Dahlhoff agreed with the intent of the change but pointed

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out that she retains more information on items vetted through a committee or worksession rather than reading the information as part of the consent calendar. Her concern is the connection to long-term projects. She prefers vetting items either during a worksession or by a committee.

Councilmember Althausen supported the process over the last several months and has no concerns as the Council has the option of pulling an item from the consent calendar for additional review.

Councilmember Jefferson offered that routine items are a non-issue especially if it increases productivity for the Council. An option is for staff to highlight or communicate information, which would be acceptable as well.

Councilmember Cathey said the issue involves trust and the need to know. As long as the working relationship is based on trust, the process is acceptable.

Councilmember Swarthout agreed with the comments.

City Administrator Doan encouraged the Council to contact him or staff if they have questions about a particular item. Any item on the consent calendar can be pulled from the calendar for additional discussion by the Council or referral to a committee.

City Administrator Doan affirmed the Council's concurrence to proceed with the current practice.

Manager Cook presented the City's new logo and shared information on the design process. The new logo was designed specifically to feature two of Tumwater's most recognizable features. The design strives to achieve a clean, bold, and elegant design that does not age or appear dated quickly. The simplified rendering of the brew tower speaks to the architecture of the area, the history of the City's economic growth around the river, and the commitment to preservation of historic structures. Tumwater Falls is incorporated within the logo because it remains a top visitor attraction to the area and makes the City a destination. The colors are natural and versatile and work well in print or digital media.

For the benefit of Councilmembers Jefferson and Cathey, who did not have an opportunity to review the logo earlier, Councilmembers shared their respective reasons for supporting the new logo design. Manager Cook explained that the color palette will change dependent upon the use of the logo. One important design feature is ensuring the logo is as attractive in

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black and white as it is in color.

Councilmember Cathey said she does not prefer the new logo especially the depiction of the building and water that resemble waves. The logo also lacks any trees. She did, however, agree it was time to replace the current logo.

Manager Cook conveyed appreciation for the feedback. The logo will be introduced slowly beginning with some product orders.

ADJOURNMENT: Mayor Sullivan adjourned the meeting at 8:18 p.m.

Prepared by Valerie L. Gow, Recording Secretary/President
Puget Sound Meeting Services, psmsoly@earthlink.net

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
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CONVENE: 7:00 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Excused: Councilmember Joan Cathey.

Staff: City Administrator John Doan, Police Chief Jon Weiks, Planning Manager Brad Medrud, and City Clerk Melody Valiant.

SPECIAL ITEMS:

**PROCLAMATION:
BLACK HISTORY
MONTH, FEBRUARY
2023:** Councilmember Agabi read a proclamation recognizing the month of February 2023 as *Black History Month*. The proclamation acknowledges disparities that continue to plague society and urged the people of the City of Tumwater to continue to eliminate barriers of equality and recognize and raise their voices to bring about lasting systemic and societal change against racism.

Representatives from the Fred U. Harris Lodge No. 70 Mason Center accepted the proclamation from Mayor Sullivan.

Melvin Butler, member of Fred U. Harris Lodge #70, accepted the proclamation on behalf of the Lodge and Black members of the community.

An unidentified member of the Lodge commented that *Black History Month* challenges everyone to expand their knowledge of the many contributions made by Black people in every facet of the American Experience. He cited Dr. Carter G. Woods who was responsible for forming Negro History Month. Dr. Woods dedicated his life to the pursuit and education of a nation on the accomplishments and achievements of Black Americans. Dr. Woods authored over 200 books about Black history and founded the Associated Publishers, Inc. in 1829 to publish his own works and the works of other marginalized authors because major publishing companies showed no interest in producing serious work on the topic. The publishing company closed in 2005. President Ford extended recognition through a weeklong event and called upon the nation to seize the opportunity to honor the often neglected and accomplishments of Black Americans in every area of endeavor throughout the country's history. The City of Tumwater exists today due to the contributions of a man of mixed race but still considered a Negro, George Bush and his family. Celebrating *Black History Month* is an opportunity to learn of Mr. Bush and a commitment for gaining knowledge of the sacrifices, contributions, and experience of Black Americans beyond limited information to which Americans are exposed in order to learn of other cultures and history that creates empathy and a better understanding and often solidarity.

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PUBLIC COMMENT: **Ray Gleason** reported he is an arborist and forest scientist and has worked on maintaining George and Isabella Bush's heritage. During recent efforts, he observed the placement of George and Isabella Bush headstones, which have been fractured as well as other headstones surrounding their grave sites. Many surrounding trees are suffering from fungus growth. He asked City staff to conduct some inspections. Staff consulted with an arborist to complete the inspections who rated the tree as a level 1 risk inspection with inspection confined to the tree. The arborist reported the tree posed a moderate rating with a consensus of failure somewhat likely. Mr. Gleason said he disagreed with the assessment as the Douglas fir tree has previously failed causing significant decay to the tree. When the top of the tree failed and fell, it damaged George and Isabella Bush's headstones as well as many other family member headstones. Mr. Gleason shared a photograph of the site with the Council. With respect to the citizens of the City of Tumwater and to citizens of the state of Washington, he believes it is the responsibility of everyone to care about the past for future generations. Based on his research, he learned the headstone was repaired 31 years ago, which is indicative of when the tree first failed. Pieces of those headstones were carried by children through the Mills and Mills Cemetery. He asked whether it was necessary for the public to collect donations in order to preserve history, as the cemetery is City property and should be properly maintained to preserve history.

Reginald Cuffee referred to the Kingswood Apartment 12-year multifamily tax exemption proposal. He forwarded the Council an email earlier in the day addressing his concerns about the proposal. His concern is that the proposal should be re-examined in terms of the viability of the tax exemption. He asked for a meeting with the Council to discuss future ways of addressing affordable housing. He does not believe, according to Tumwater Municipal Code 3.30, that the proposal as presented adequately addresses the problem.

**CONSENT
CALENDAR:**

- a. Approval of Minutes: City Council, February 7, 2023
- b. Payment of Vouchers
- c. Resolution No. R2023-006; City Logo
- d. Interlocal Agreement Amendment Two with Regional Housing Council (Thurston County, Cities of Lacey, Olympia, Tumwater, and Yelm) for Regional Housing Council Structure
- e. Service Provider Agreement with SCJ Alliance for Capitol Boulevard, Israel Road to M Street Design, Amendment 1
- f. Contract Approval for a 12-Year Multifamily Tax Exemption for the Kingswood Apartments (TUM-22-1630)
- g. Real Estate Purchase and Sale Agreements with DJ Properties II, LLC, for 116 Lee Street SE and 109 Ruby Street SE and Lease Agreements for 116 Lee Street SE
- h. Site Lease Agreement with Dish Wireless for the Airport Reservoir L

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- i. Lease Payment Allocation Agreement with Dish Wireless for the Airport Reservoir
- j. Appointment of Blake Chard to the Civil Service Commission and David Nicandri to the Capital Area Regional Public Facilities District Board of Directors

MOTION:

Councilmember Althausen moved, seconded by Councilmember Schneider, to approve the consent calendar as published. Motion carried unanimously.

Mayor Sullivan reviewed the items approved on the consent calendar.

Councilmember Althausen thanked Mr. Cuffee for his comments. As Chair of the General Government Committee, it would be appropriate for the committee to schedule a worksession to explore the merits of tax exemption provisions. The Council adopted both tax exemptions prior to the pandemic and prior to the peak in the housing crisis. The Council approved an 8-year tax exemption that might warrant a review as rental rates were 45%-50% lower four to five years ago.

**COUNCIL
CONSIDERATIONS:**

**PRELIMINARY
DOCKET FOR 2023
COMPREHENSIVE
PLAN
AMENDMENTS:**

Manager Medrud introduced Erika Smith-Erickson who joined the City on Thursday, February 16, 2023 as an Associate Planner.

Manager Medrud reported the proposal is to adopt the Preliminary Docket of 2023 Comprehensive Plan Amendments. City code dictates the process for considering all Comprehensive Plan amendments as a two-part process. The first step is the Preliminary Docket of proposed amendments presented at the beginning of each year. The Planning Commission reviews the preliminary docket and forwards a recommendation to the City Council. The preliminary docket establishes the agenda for Council and staff reviews of all proposed amendments for the year. Following review of the amendments by staff, the amendments are presented as a Final Docket of Comprehensive Plan Amendments to complete the public process through the Planning Commission and the Council.

This year, the preliminary docket includes two public text amendments. They include the Capital Facilities Plan (CFP) Update and the Old Highway 99 Corridor Plan. The Council approved an ordinance last year suspending the Comprehensive Plan annual amendment cycle with the exception of City-sponsored amendments to enable staff to devote resources for the full update of the Comprehensive Plan.

The CFP is a six-year plan of capital projects in support of Comprehensive Plan policies and actions. The CFP is reviewed by the Council in alternate

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years of the City's biannual budget review process. The CFP covers capital projects for water, sewer, stormwater, transportation, parks and recreation, and City facilities.

The Old Highway 99 Corridor Plan was developed by the Transportation and Engineering Department for incorporation within the Comprehensive Plan. The plan covers all modes of transportation along the corridor to include land use and environmental considerations. The plan identifies future improvement projects along the corridor.

The General Government Committee and the Planning Commission recommended the Council approve including both amendments as part of the Final Docket. Staff requests approval of the Preliminary Docket for preparation of the Final Docket of Amendments for review and approval by the City Council later in the year.

Manager Medrud responded to the questions concerning the review process for the CFP, which will include reviews by the Public Works Committee beginning in June.

MOTION:

Councilmember Althausen moved, seconded by Councilmember Dahlhoff, to approve the proposed Preliminary Docket of 2023 Comprehensive Plan Amendments to go forward for the review as part of the Final Docket of Comprehensive Plan amendments.. Motion carried unanimously.

**COMMITTEE
REPORTS:**

**PUBLIC HEALTH &
SAFETY:**

Leatta Dahlhoff

The committee received an update on the Tumwater Police Department K9 Program and members are scheduled to meet with the K9 handler and the canine, Thor. The next meeting is scheduled on March 14, 2023 and includes updates on Tumwater HOPES and South Sound Behavioral Hospital.

**GENERAL
GOVERNMENT:**

Michael Althausen

The committee received briefings on the Regional Housing Council interlocal agreement, Preliminary Docket for 2023 Comprehensive Plan Amendments, and Urban Forestry Management Plan amendments for tree vegetation preservation regulations. The next meeting is on March 8, 2023.

PUBLIC WORKS:

Eileen Swarthout

The next meeting on Thursday, March 9, 2023 includes consideration of an amendment to the service provider agreement with PBS for the Percival Creek Fish Passage Barrier Removal project and a discussion on the I-5/Trospen Road/Capitol Boulevard Reconfiguration project.

**BUDGET AND
FINANCE:**

There was no meeting and no report.

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Debbie Sullivan

**MAYOR/CITY
ADMINISTRATOR'S
REPORT:**

City Administrator Doan reported on the departure of Administrative Services Director James Trujillo. He and his family are relocating to Oregon. Director Trujillo joined the City during the pandemic. Administrative Services was impacted by the pandemic, experienced an increase in hiring of new City positions over the last two years, and addressed issues surrounding transitioning to a new work environment, recruiting for new positions, and negotiating labor contracts. He thanked Director Trujillo for his service to the City and to the community.

Mayor Sullivan reported the Association of Washington Cities (AWC) formed a new cabinet on Diversity, Equity, Inclusion, and Belonging covering 14 districts represented by city officials. AWC received 50 membership applications for the new cabinet. Mayor Sullivan was selected to serve on behalf of District 6 as a cabinet member representing the City of Tumwater.

At the February 15, 2023 Intercity Transit Authority meeting, members received three presentations on the 2022 Rock n Roll Program, 2023 Procurement Work Plan, and the Road Map to Zero Emission Fleet. Staff reported Intercity Transit has achieved 74% of its pre-COVID service level. Staff provided information on the Winter Bike Commuter Challenge scheduled during February. To date, 273 individuals registered to participate with cyclists logging over 11,000 miles during the first two weeks of the challenge. The agency's new Rock n Roll Education Center has scheduled an open house on March 7, 2023 from 3 p.m. to 6 p.m.

**COUNCILMEMBER
REPORTS:**

Leatta Dahlhoff:

The LOTT Clean Water Alliance (LOTT) Board of Directors elected new officers. Olympia Councilmember Lisa Parshley was reelected to serve as President and Thurston County Commissioner Tye Menser was reelected to serve as Vice President. Lacey Councilmember Carolyn Cox will continue representing LOTT on the Thurston Regional Planning Council, Councilmember Parshley will represent LOTT on the Capitol Lake/Deschutes Estuary Long Term Management Project Executive Workgroup, and Councilmember Dahlhoff will represent LOTT on the Sea Level Rise Committee.

At the last Thurston County Opioid Task Force meeting, members developed new goals for four strategies to expand resources, reduce stigma, work on safe medication return, and identify safer storage options for opioids.

Angela Jefferson:

At the Tumwater HOPES Coalition meeting, Councilmember Jefferson was elected to serve as Co-Chair of the Leadership Team, a three-member group

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
February 21, 2023 Page 6**

working with the Coalition Coordinator on an action plan and Goal #8 to improve family problems

The LEOFF Disability Board held elections for officers. Rick Sapp was elected to serve as Chair and Robert Drewett was elected to serve as Vice Chair.

Emergency Medical Services Council members discussed issues associated with the public's approval of a Medic One levy and an error in language adopted by the Board of County Commissioners, EMS Council, Department of Revenue, and the Thurston County Assessor's Office. The error creates a \$4.5 million deficit in 2023, \$5 million in 2024, and \$6 million in 2025 for Medic One. Members reviewed corrected language reflecting a levy rate of \$.38 per \$1,000 of assessed value versus \$.30 per \$1,000 of assessed value and identified a \$26 million deficit over the life of the levy. The timeframe before Medic One dips below two months of cash flow begins in 2024 requiring the Council to address the issue by offering a ballot measure to the voters to correct the discrepancy. The Council appointed a committee to explore the issue, seek legal advice, and identify options.

Councilmember Dahlhoff suggested adding a discussion to the EMS Council agenda on implications to Medic One if the Regional Fire Authority ballot measure is approved by voters in April.

Charlie Schneider:

Councilmember Schneider and Councilmember Swarthout are scheduled to meet with Sustainability Coordinator Jones Wood in preparation for the Climate Action Steering Committee meeting on Monday, February 27, 2023.

Councilmember Schneider plans to attend the next Public Works Committee on Thursday, February 23, 2023.

On February 8, 2023, Mayor Sullivan participated in coffee hour prior to the senior luncheon at the Old Town Center. Mayor Sullivan addressed questions and concerns from seniors regarding the community. Next month, in addition to Mayor Sullivan, Fire Chief Hurley will attend the coffee hour and senior luncheon.

On February 16, 2023 in honor of Black History Month, the Olympia Tumwater Foundation held a monthly presentation at Heritage Distilling Company featuring guest speaker, Dr. Thelma Jackson. Dr. Jackson shared information on a book, *Blacks in Thurston County, Washington 1950 to 1975, A Community Album*. When the City of Lacey was first established, many non-white people moved to the city because there were no restrictions or barriers for purchasing homes.

The Tumwater Youth Program has hosted two Friday night events since the last Council meeting. The program was established 28 years ago serving

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
February 21, 2023 Page 7**

youth in the community.

Councilmember Schneider recognized Director Denney and City staff for working many years and hours to ensure The Park at the Preserve is completed.

Peter Agabi:

Councilmember Agabi attended the last meeting of the Public Health and Safety Committee. He missed the Transportation Policy Board meeting but plans to forward a meeting summary to the Council.

The next meeting of the Thurston Economic Development Council Board is on Wednesday, February 22, 2023 at Tumwater Library.

Michael Althausen:

At the last Regional Housing Council (RHC) meeting, members discussed the final version of the interlocal agreement approved earlier by the City Council. Members discussed a potential affordable housing development in Olympia. The request to the RHC is for a letter of commitment to recommend and support funds for the project. To satisfy the conditions of the State Housing Finance Commission, developers of the project require a letter in support by late February or early March. Following multiple presentations on the project to the RHC, members agreed to provide a letter in support of the project. The project would provide 162 units of permanently affordable housing. A local match of funds is required of approximately \$2 million to leverage \$16 million in credits and other funding. The review prompted more conversations on the future of other projects brought forth outside the funding cycle. The Council established the Affordable Housing Advisory Board and the Homelessness Advisory Board. The RHC received many applications for membership on the boards from the community with lived experience, as well as service experience. The technical team narrowed the list of applications for review by the RHC.

Eileen Swarthout:

There were no meetings and no report.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 7:48 p.m.

Prepared by Valerie L. Gow, Recording Secretary/President
Puget Sound Meeting Services, psmsoly@earthlink.net

TO: City Council
 FROM: Shelly Carter, Assistant Finance Director
 DATE: March 7, 2023
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- February 17, 2023 payment of vouchers 172850 to 172850 in the amount of \$100,000.00;
- February 24, 2023 payment of vouchers 172851 to 172974 in the amount of \$796,915.85 and electronic payments 902559 to 902592 in the amount of \$702,226.79 and wire payments of \$43,511.46.

2) Background:

The City pays vendors monthly for purchases approved by all departments. The Finance Director has reviewed and released the payments as certified on the attached Exhibit(s). The full voucher listings are available by request to the Assistant Finance Director. The most significant payments* were:

Vendor	\$	Description
Thurston County	100,000.00	Tumwater v. Mungra Judgement & Decree
CDW LLC	107,345.59	Nutanix – Main Backup System - IT
PBS Engineering & Environ. Inc.	25,685.58	Percival Creek Fish Passage
WA ST Dept of Revenue	43,511.46	Monthly Excise Tax
Cascade Recreation Inc	31,676.71	PE# 3 Preserve Park Equipment Purchase & Installation
Granite Construction Company	69,046.35	PE# 4 2021 Pavement Maintenance
Sound Pacific Construction, LLC	70,053.44	PE# 4 2022 Pedestrian Improvements
Tapani Inc	294,010.24	PE# 1 Preserve Park
LEOFF Health & Welfare Trust	55,942.40	Police Guild Medical Premiums
LOTT Wastewater Alliance	532,918.43	January LOTT Fees Collected

* Includes vouchers in excess of \$20,000, excluding routine utility payments.

3) Policy Support:

- Strategic Goals and Priorities: Fiscally responsible and develop sustainable financial strategies.
- Vision Mission Beliefs-Excellence: Efficient stewards of public resources, building public trust through transparency.

4) Alternatives:

- ☐ Ratify the vouchers as proposed.
 - ☐ Develop an alternative voucher review and approval process.
-

5) Fiscal Notes:

The vouchers are for appropriated expenditures in the respective funds and departments.

6) Attachments:

- A. Exhibit A – Payment of Vouchers – Review and Approval
- B. Exhibit B – Payment of Vouchers – Review and Approval

EXHIBIT "A"

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 and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 172850 through 172850 in the amount of \$100,000.00

A handwritten signature in cursive script, reading "Shelly G. Carter", is written over a horizontal line.

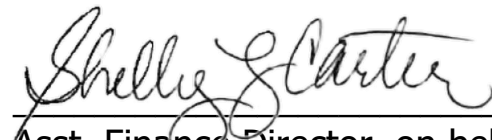
Asst. Finance Director, on behalf of the Finance Director

Checks dated 02/17/2023

EXHIBIT "B"

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 and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 172851 through 172974 in the amount of \$796,915.85
Electronic payment No 902559 through 902592 in the amount of \$702,226.79
Wire payments of \$43,511.46

A handwritten signature in cursive script, reading "Shelly G. Carter". The signature is written in black ink and is positioned above a horizontal line.

Asst. Finance Director, on behalf of the Finance Director

Checks dated 02/24/2023

TO: City Council
FROM: Brian Hurley, Fire Chief
DATE: March 7, 2023
SUBJECT: Interlocal Agreement with the City of Olympia for Fire Vehicle Repair and Maintenance Services

1) Recommended Action:

Authorize the Mayor to sign the Agreement between the City of Olympia and City of Tumwater for Fire Department Vehicle Repair and Maintenance Services.

2) Background:

For several years Tumwater has contracted with the City of Olympia for maintenance and repair of fire apparatus. The agreement has been beneficial for the City with quarterly and required annual inspection and pump testing of apparatus. The OFD shop is also very responsive to emergency repair needs to help keep TFD apparatus in top operational condition. The current agreement expired on December 1, 2020.

3) Policy Support:

Strategic Priorities and Goals 2023 – 2024
D. Provide and Sustain Quality Public Safety Services

4) Alternatives:

☐ Do not authorize and explore other options.

5) Fiscal Notes:

Shop labor rate and parts mark-up increase

6) Attachments:

A. Interlocal Agreement with the City of Olympia for Fire Vehicle Repair and Maintenance Services

When signed return to:
 City of Olympia
 Attn: City Clerk's office
 PO Box 1967
 Olympia, WA 98507-1967

**AGREEMENT BETWEEN
 THE CITY OF OLYMPIA AND THE CITY OF TUMWATER
 FOR
 FIRE DEPARTMENT VEHICLE REPAIR & MAINTENANCE SERVICES**

Whereas, RCW 35A.11.010 permits cities governed under the optional municipal code to contract and be contracted with; and

Whereas, pursuant to OMC 3.16.030, the city manager or city manager's designee, is authorized to approve and execute on behalf of the City of Olympia any contract not otherwise subject to Council approval;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (City) and the City of Tumwater (Tumwater) agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow the City of Olympia (City), through its Fire Department, the Olympia Fire Department (OFD), to provide maintenance and repair services to the City of Tumwater (Tumwater), through its Fire Department, the Tumwater Fire Department (TFD), for Apparatus and other equipment owned and operated by Tumwater. Tumwater does not have sufficient resources to provide such services and desires to have such services performed as set forth below. OFD currently maintains appropriate facilities and sufficient personnel to perform necessary maintenance and repair services and agrees to extend this service to Tumwater under the terms and conditions specified in this Agreement.

II. Definitions

In this Agreement, the following terms have the meanings set forth below:

Annual Inspection A yearly inspection conducted at the OFD maintenance facility that includes items listed on the "Apparatus/Fire Engines Annual Inspection" form as set forth on the attached Exhibit "B" as set forth herein or updated in accordance with this Agreement.

Vehicle Repair Agreement between City of Olympia
 And Tumwater Fire Department

Apparatus Fire Department owned vehicle used for the purpose of responding to fire or medical emergencies.

Fire Ground Equipment Mechanical and electrical tools assigned to Apparatus.

Fluids Motor oil, antifreeze, transmission fluid, brake fluid, gear oils, grease, and washer fluids.

Front Line Apparatus The primary designated staffed vehicle first in line to respond.

Quarterly Inspection A quarterly inspection conducted at the OFD maintenance facility that includes items listed on the form as set forth on the attached Exhibit “C” as set forth herein or updated in accordance with this Agreement.

III. Scope of Agreement/Work

A. Responsibilities of OFD, acting for the City, are as follows:

1. **OFD Maintenance Responsibilities:** OFD shall perform, or cause to be performed by its chosen service provider, routine maintenance of the Apparatus covered under the terms of this Agreement
2. **OFD Repair Responsibilities:** OFD shall schedule and perform modifications and repairs to the Apparatus and Fire Ground Equipment on a priority basis. At OFD’s option, such modifications may be performed by City’s chosen service provider, pursuant to subsection 3, below. OFD will charge TFD for repairs and modifications at the hourly shop rate established in this Agreement, in addition to any other applicable charges authorized in this Agreement. OFD is not responsible for any equipment left on the vehicle that is not being repaired or maintained while it is at an OFD facility
3. **Work performed by Outside Service Providers:** OFD will provide notice to TFD prior to work being performed by another service providers. OFD gives no express or implied warranty for services or parts provided by an outside service provider if such items were direct billed to TFD. OFD is not responsible for any damage to TFD’s Apparatus resulting from accidental or negligence while TFD’s Apparatus is being serviced, maintained, repaired, or stored by an outside service provider
4. **Maintenance and Repair Limitations:** OFD shall attempt to complete all maintenance and repair requests for Apparatus and Fire Ground Equipment within the time requested by TFD. TFD is aware that there may be times when OFD cannot complete maintenance or repairs within the requested time. OFD will make every attempt to maintain or repair all Front-Line Apparatus within the requested time.

5. **Covered Apparatus and Equipment:** OFD shall maintain that Apparatus and Fire Ground Equipment OFD listed in the chart in Exhibit "A" attached hereto. The Fire Chief of OFD and Fire Chief of TFD are authorized to amend Exhibit "A" as necessary, so long as both parties agree to the changes and attach to this Agreement an updated copy of Exhibit "A". Unless otherwise specified, any covered Apparatus includes Fire Ground Equipment supporting such Apparatus.
6. **Hours of Work:** OFD's Fleet Service's normal working hours are from 7:00 am to 5:30 pm, Monday through Friday, except City holidays.
7. **Documentation and Safety Concerns:** OFD shall supply to TFD record of work performed at the time of billing. If TFD does not authorize additional repairs that OFD recommends, OFD shall state so on the repair documentation. Items discovered that are safety concerns must be documented (as above) and notification provided to TFD. If the level of safety concern meets National Fire Protection Association's (NFPA) criteria as determined by OFD, OFD may make a recommendation directly to TFD's Fire Chief and OFD will seek direction to proceed with the recommended repair(s) or maintenance. OFD makes no representation that it will discover any safety issue or defect, actual or potential.
8. **Pick-up and Delivery of Apparatus:** Pick-up and delivery of Apparatus may be a joint effort between TFD and OFD with TFD as the party ultimately responsible for pick-up and delivery. TFD is responsible for and shall pay any costs associated with pick-up and delivery. OFD is not responsible for the security of apparatus or equipment after the vehicle repair/service is completed and the TFD has been notified that its ready to be picked up.

B. Responsibilities of TUMWATER FIRE DEPARTMENT (TFD) are as follows:

1. **Notification of Repair and/or Maintenance:** The Tumwater Fire Department (TFD) shall notify OFD via the OFD designated email address, ofdfleetservices@ci.olympia.wa.us, when Apparatus is in need of repair/and or maintenance. TFD agrees that it is their intent to maintain the Apparatus to NFPA 1911 Standard for the inspection and maintenance of in-service automotive fire apparatus and, as such, shall participate in the OFD preventative maintenance program as outlined in attached Exhibits "B" and "C". If OFD determines that the Apparatus is not being maintained to this standard, OFD may notify the Fire Chief of TFD.
2. **Authorized Representative:** TFD shall provide the name and telephone number of a TFD authorizing representative who can, in a timely manner, provide any necessary direction to OFD to approve additional repairs, if OFD determines such repairs are recommended or required.

3. **Response to Safety Concerns:** If OFD notifies the TFD Fire Chief of any safety concern under this Section B, the Fire Chief of TFD shall timely respond to OFD's recommendation.
4. **Pick-up and Delivery of Apparatus:** OFD and TFD shall coordinate all pick-up and delivery of apparatus with TFD as the party ultimately responsible for pick-up and delivery. TFD is responsible for and shall pay any costs associated with pick-up and delivery. OFD will not be responsible for the security of apparatus or equipment after the vehicle repair/service is completed and the TFD has been notified that its ready to be picked up.

IV. Payment (or Funding/Costs/etc.)

- A. Service and repair charges to TFD are on an hourly basis rounded to the nearest 15 minutes. The shop rate for service is \$136.00 per hour, which is inclusive of documentation and reporting of all maintenance work and service work. The shop rate will be reviewed by OFD staff in January of each year and the Fire Chief for OFD may authorize an increase under this Agreement of up to ten percent (10%) so long as TFD receives notification of the increase at least 30 days prior to implementation of the new labor rate. Fees do not include Washington State sales tax, which will be added to each invoice. In addition, TFD shall pay OFD for all parts provided by OFD from OFD's stock (at OFD's cost) plus any costs associated with fluids, pick-up and delivery, plus any mark-up as described below. TFD may terminate the Agreement with 45 days written notice to the City upon being advised of a labor rate increase.
- B. TFD shall pay expenses outlined in this Agreement in the manner set forth below:
 1. Costs of any parts that OFD does not have in-stock may be directly billed by the vendor to TFD.
 2. Service that OFD does not provide but that OFD authorizes another entity to provide may be directly billed by the vendor to TFD.
 3. The cost of parts OFD has in stock or are billed to OFD on behalf of TFD will be assessed a 36% mark-up. This cost for parts and all labor services provided by OFD will be directly billed by OFD to TFD. TFD has the option of purchasing any necessary large part(s), costing more than \$3,000, directly from a vendor specified by OFD and providing to OFD for installation based upon the schedule and terms commensurate with the repair or maintenance work required, and shall pay a 5% mark-up to OFD when providing such part(s) in lieu of the normal 36% mark-up. This applies only to individual parts valued at \$3,000 or more not an aggregation of parts and/or labor for any project. The parts mark-up rate will be reviewed by OFD staff in January of each year and the Fire Chief for OFD may authorize an increase under this Agreement of up to 10% so long as TFD receives notification of the

increase at least 30 days prior to implementation of the new parts mark-up rate. Fees do include Washington State sales tax, which will be added to each invoice.

4. Fluids used and replaced will be billed for at the normal rates paid by OFD, plus a 36% mark-up, as well as fluid accountability requirements and any required disposal charges incurred by OFD.
5. TFD shall pay pick-up and delivery charges directly to the entity providing such services. For example, if towing is required, TFD shall pay the towing company directly.

V. Method of Payment

- A. OFD shall submit a monthly itemized invoice to TFD for all OFD in-stock parts, fluid replacement, labor for completed maintenance, and repair services provided by OFD, and any other services provided under this Agreement.
- B. TFD shall make payment within 30 days of receipt of an invoice.

VI. Amendments

Either party to this Agreement may request an amendment or term extension. Any amendment must be negotiated and agreed to by both parties prior to implementation, except labor costs and parts/fluid mark-up percentage, which can be increased by OFD as provided in this Agreement. Certain updates are expressly authorized to be made by the OFD or TFD Fire Chiefs under this Agreement and, when so authorized, must be made in writing and attached hereto.

Any other amendments to this Agreement must be made in writing and approved prior to implementation.

VII. Indemnification

The CITY OF TUMWATER and the City each shall defend, indemnify, and hold the other, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including reasonable attorney fees, to the extent caused by each entity's respective negligence in performance of its responsibilities under this Agreement. For purposes of this Agreement, the parties each expressly waive their immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to their employees and agree that the obligations to protect, save, defend, indemnify, and hold each other harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the parties. The foregoing waiver is mutually negotiated by the parties to this Agreement.

VIII. Insurance

The City shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the City or its employees. Before beginning the work described in this Agreement, the City shall provide TFD proof of coverage:

- A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- B. Commercial General Liability insurance must be written with limits no less than \$2,000,000 each occurrence and aggregate.
- C. Excess Liability insurance with limits not less than \$2,000,000 per occurrence and aggregate.
- D. The aforementioned insurance requirements for the City of Olympia may be fulfilled by the City of Olympia's membership and coverage with the Washington Cities Insurance Authority, a self-insured risk pool. Any payment of deductible or self-insured retention of such coverage is the sole responsibility of OFD.
- E. TFD shall purchase and maintain automobile physical damage insurance with comprehensive and collision coverage equivalent to those listed above on all vehicles being serviced by the City of Olympia. Any payment of deductible or self-insured retention is the sole responsibility of TFD.

IX. Warranty

Except as expressly provided below, the CITY gives no express or implied warranty for the services provided by OFD under this Agreement. OFD will repair or replace any new parts (except parts not covered by a manufacturer's warranty such as electrical parts) or redo any labor that fails in normal service due to defects in parts as determined by the manufacturer, or labor as determined by OFD, provided OFD is immediately notified and allowed to inspect the vehicle to determine whether or not the failure is in fact attributable to defective parts and/or labor. This warranty does not cover loss of time, use, inconvenience, normal wear, abuse, used parts, or other matters not specified and neither OFD nor the City is liable for any consequential, incidental, or commercial damages related to the services in excess of the costs of the specific repairs.

X. Duration of Agreement

This Agreement is effective from the date of last authorizing signature below until December 31, 2024, unless otherwise terminated in the manner described under the pertinent sections of this Agreement.

XI. Termination of Agreement

Should either party choose to terminate this Agreement, the party desiring to terminate the Agreement shall provide one year advance written notice to the other party, unless otherwise set forth in this Agreement. In addition, in the event TFD is dissatisfied with the OFD's performance of its responsibilities under this Agreement, TFD shall provide OFD with a written notice of dissatisfaction that specifically identifies the details of the OFD's alleged performance deficiencies. OFD has three months from the date of the notice of dissatisfaction to remedy the performance deficiencies specifically noted. In the event TFD remains dissatisfied at the end of the three-month period, TFD may terminate the Agreement by providing OFD with an additional 3 months written notice.

XII. No Separate Legal Entity Created/Property

No separate legal entity is created under this Agreement. Each party maintains ownership of its own property.

XIII. Entire Agreement

This Agreement along with the Exhibits incorporated by reference sets forth all terms and conditions agreed upon by OFD and TFD and supersedes any and all agreements oral or otherwise with respect to the subject matter addressed herein.

XIV. Notice

Any notice required under this Agreement must be to the party at the address listed below and is effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: Fire Chief

Re: Agreement with Tumwater Fire Department

PO Box 1967

Olympia, WA 98507-1967

CITY OF TUMWATER

Attn: Fire Chief

Re: Agreement with the City of Olympia

555 Israel Road SW

Tumwater, WA 98501

Vehicle Repair Agreement between City of Olympia
And Tumwater Fire Department

XV. Interpretation and Venue

This Agreement is governed by the Laws of the State of Washington as to interpretation and performance. Any lawsuit related to or arising out of this Agreement must be brought and maintained in Thurston County Superior Court, which is the exclusive venue for any such action.

XVI. Dispute Resolution

In the event of a dispute between the parties arising out of this Agreement, or any obligation under this Agreement, the dispute must first be referred to a representative designated by parties to have oversight over the administration of this Agreement. Said representatives shall meet within 14 calendar days of either party's request for a meeting, and the parties shall make a good faith effort to attempt to achieve a resolution of the dispute. In the event that the parties are unable to resolve the dispute under the procedure set forth, then the matter will be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation must be borne equally by the parties.

XVII. Ratification

Any act consistent with the authority and prior to the effective date of this Agreement is hereby ratified and confirmed.

XVIII. Effective Date

The Agreement takes effect as of the date of the last signature below.

SIGNATURES ON FOLLOWING PAGE

Vehicle Repair Agreement between City of Olympia
And Tumwater Fire Department

CITY OF OLYMPIA

Steven J. Burney, City Manager

Date: _____

Approved as to form

Deputy City Attorney

Date: _____

Exhibit "A" The Apparatus and Fire Ground Equipment OFD maintains for the TFD
Exhibit "B" Apparatus/Fire Engine Annual Inspection Form
Exhibit "C" Apparatus/Fire Engine Quarterly Inspection Form

CITY OF TUMWATER

Debbie Sullivan, Mayor

Date: _____

Attest:

Melody Valiant, City Clerk

Approved as to form

Karen Kirkpatrick, City Attorney

Date: _____

Vehicle Repair Agreement between City of Olympia
And Tumwater Fire Department

EXHIBIT A
Tumwater Fire Department

Vehicle ID	Model Year	Make	Vehicle Description	VIN #
3097	2000	CHE	2000 Chevrolet Silverado TFD	2GCE19VXY1337633
3098	2011	FOR	2011 Ford Explorer TFD	1FMHK8B86BGA54245
3099	2014	FOR	2014 Ford F150 - TFD	1FTEX1EM7EKE58634
3100	2000	KME	KOVATCH FIRE TRK-TFD	1K9AF4288YN058117
3101	2000	KME	KOVATCH FIRE TRK-TFD	1K9AF428XYN058118
3104	2012	PRC	PIERCE VEL PUMP-TFD	4P1CV01D2DA013324
3105	2019	PRC	2019 Pierce Velocity - TFD	4P1BAAGF4KA020021

Vehicle Repair Agreement between City of Olympia
And Tumwater Fire Department

EXHIBIT B Tumwater Fire Department

APPARATUS/FIRE ENGINE ANNUAL INSPECTION

Initial if OK, mark with an "X" if repairs are needed

Agency _____	W/O # _____
Apparatus # _____	Date _____
Next service due _____	Mileage _____
Date _____	Eng. Hrs _____
Mileage _____	Pump Hrs _____
Road test _____	Before _____ After _____
Vehicle weight _____	FA _____ RA _____ RRA _____
Service brake test _____	Feet _____ Park brake test _____
Check vehicle write ups/parts board _____	
Change engine oil & Filter(s) _____	Type _____ Quantity _____
Change fuel filters _____	
Fuel Additive _____	
Change transmission fluid (as needed, Triton biennial change) _____	
Type _____	Quantity _____
Change transmission Filter(s) _____	
Change differential fluid (as Needed) _____	
Change transfer case oil _____	
Check for water leaks (fire pump area) _____	
Lube complete chassis _____	
Check u-joints _____	
Check exhaust system (leaks) _____	
Check steering components (tie rods, ends, draglink) _____	
Torque U-Bolts _____	Spec. _____
Check wheel seals _____	
Change wheel hub oil _____	
Check frame and suspension (springs, pins, u-bolts, cross mbrs.) _____	
Check shocks _____	
Check King Pins _____	
Check TAK-4 B/J _____	Upper Left _____ Upper Right _____
	Lower Left _____ Lower Right _____
Check TAK-4 Ride Height _____	
Check Toe-in on steer axle _____	Front _____ in. Rear _____ in.
Check cab and body mounts _____	
Check brakes (Adj. manual) _____	
Brake Appl. Stroke _____	FA _____ RA _____ RRA _____
Check for Air leaks (brakes applied and released) _____	
Drain air tanks _____	
Check wet tank pressure _____	
Replace air dryer cartridge _____	
Air brake system check (hoses & components) _____	
Check lug nuts (torque & rust trails) _____	Torque spec. _____

Vehicle Repair Agreement between City of Olympia
And Tumwater Fire Department

EXHIBIT B

Tumwater Fire Department

APPARATUS/FIRE ENGINE ANNUAL INSPECTION

Initial if OK, mark with an "X" if repairs are needed

Check all tires (curbing, cuts, wear and pressure) _____			
	Front	Rear	Rear
Depth	LF _____/32	LRO _____/32	RRO _____/32
	RF _____/32	LRI _____/32	RRRI _____/32
		LRRO _____/32	RRRO _____/32
		LRRRI _____/32	RRRI _____/32
Pressur	LF _____psi	LRO _____psi	RRO _____psi
	RF _____psi	LRI _____psi	RRRI _____psi
		LRRO _____psi	RRRO _____psi
		LRRRI _____psi	RRRI _____psi
Pressure test cooling system _____		psi. _____	
Change coolant filter _____			
Check coolant Level _____	Nitres _____	Degrees _____	PH _____
Change power steering Filter _____	Type _____	Quantity _____	
Change air filter _____			
Check ember screen _____			
Check & record on-board charger _____	Voltage _____		
Check auto eject operation _____			
Check batteries (cables & corrosion) _____			
Load test batteries & record :	#1 _____	#2 _____	#3 _____
	#4 _____	#5 _____	#6 _____
Replace all belts (as needed) _____			
Check all hoses (for leaks and wear) _____			
Check low air warning devices _____			
Check air governor cutout/air dryer (120 psi) _____			
Check auto pump cut in & cut out pressure _____			
Lube treadle valve pin _____			
Observe all gauge operation (oil, water temp and amp) _____			
Check windshield washer fluid, change wipers _____			
Check windows (chips, cracks, seals and operation) _____			
Clean windows _____			
Check heaters, fans and air conditioning _____			
Check interior (seats, door panels, carpets and mats) _____			
Check interior lighting (cab & body compartments) _____			
Check seat belts (condition, operation, cleanliness) _____			
Exterior (door operation, hood, compartment) _____			
Check door and compartment lock operation _____			

Vehicle Repair Agreement between City of Olympia
And Tumwater Fire Department

EXHIBIT B
Tumwater Fire Department

APPARATUS/FIRE ENGINE ANNUAL INSPECTION

Initial if OK, mark with an "X" if repairs are needed

Check ladder rack operation	
Check ladder rack hydraulic fluid	
Check fire pump switch and lighting	
Check primer pump fluid	
Check primer pump operation	
Check pump relief valve or governor operation	
Check pump panel valve operation	Lube & Clean Handles
Check foam system	
Check anodes/inlet screens	
Check PTO if equipped	
Check hydraulic fluid & change filters (Generator, foam, etc.)	
Check all emergency lighting, sirens, and horns	
Check opticom system	
Check all DOT lighting and horns,	
Adjust headlights	
Check mirrors (cracks, security)	
Service positive pressure fan	Type Quantity
Service portable generator	Type Quantity
Service On-Board Generator	Oil type Quantity
Oil filter Fuel Filter	Voltage output
Air Filter Coolant level	
Check/ reset prognostics, service reminders	
Check for codes/ DPF regen	
Steam clean	
Install service sticker	
Repairs needed:	

Vehicle Repair Agreement between City of Olympia
And Tumwater Fire Department

EXHIBIT C
Tumwater Fire Department

APPARATUS/ FIRE ENGINES QUARTERLY INSPECTION

Initial if okay, mark with an "X" if repairs are needed

Agency _____	W/O # _____
Apparatus # _____	Date _____
Next service due _____	Eng. Hrs _____
Road test _____	Mileage _____
Before _____	After _____
Pump Hrs _____	

Check vehicle write ups/parts board _____

Change engine oil _____ Type _____ Quantity _____

Change fuel filters _____

Fuel Additive _____

Check differential fluid _____

Check transfer case oil _____

Check for water leaks (fire pump area) _____

Lube complete chassis _____

Check exhaust system (leaks) _____

Check steering components (tie rods, ends, draglink) _____

Check wheel seals _____

Check hub oil _____

Check frame and suspension (springs, pins, u-bolts, cross mbrs.) _____

Check cab and body mounts _____

Check brakes (Adj. manual) _____

Brake Appl. Stroke _____ FA _____ RA _____ RRA _____

Check for Air leaks _____

Check wet tank pressure _____

Drain air tanks _____

Check all tires (curbing, cuts, wear and pressure) _____

	Front	Rear	Rear
Depth	LF _____ /32	LRO _____ /32	RRO _____ /32
	RF _____ /32	LRI _____ /32	RRI _____ /32
		LRRO _____ /32	RRRO _____ /32
		LRRI _____ /32	RRRI _____ /32
Pressure	LF _____ psi	LRO _____ psi	RRO _____ psi
	RF _____ psi	LRI _____ psi	RRI _____ psi
		LRRO _____ psi	RRRO _____ psi
		LRRI _____ psi	RRRI _____ psi

Pressure test cooling system _____

Check coolant Level _____ Nitres _____ Degrees _____ PH _____

Check power steering fluid _____

Check transmission fluid _____

Vehicle Repair Agreement between City of Olympia
And Tumwater Fire Department

EXHIBIT C
Tumwater Fire Department

APPARATUS/ FIRE ENGINES QUARTERLY INSPECTION

Initial if okay, mark with an "X" if repairs are needed

Check air filter _____

Check onboard charger Voltage _____

Check batteries (cables & corrosion) _____

Check all belts & hoses (for cracks and looseness, adj. as needed) _____

Check low air warning devices _____

Check air governor cutout/air dryer (120 psi) _____

Check auto pump cut in & cut out pressure _____

Observe all gauge operation (oil, water temp and amp) _____

Check windshield washer fluid/wipers _____

Check windows (chips, cracks, seals and operation) _____

Clean windows _____

Check heaters, fans and air conditioning _____

Check interior (seats, door panels, carpets and mats) _____

Check interior lighting (cab & body compartments) _____

Check seat belts (condition, operation, cleanliness) _____

Exterior (door operation, hood, compartment) _____

Check door and compartment lock operation _____

Check fire pump switch and lighting _____

Check primer pump fluid _____

Check primer pump operation _____

Check pump relief valve or governor operation _____

Check hydraulic fluid (Generator, foam, etc.) _____

Check all emergency lighting, sirens, and horns _____

Check all DOT lighting and horns, _____

Check mirrors (cracks, security) _____

Check/ reset prognostics, service reminders _____

Check for codes/ DPF regen _____

Steam clean _____

Install service sticker _____

Repairs needed: _____

Vehicle Repair Agreement between City of Olympia
And Tumwater Fire Department

TO: City Council
 FROM: Karen Kirkpatrick, City Attorney
 DATE: March 7, 2023
 SUBJECT: National Opioid Settlement Allocation Agreement II

1) Recommended Action:

Approve and authorize the Mayor to sign the Allocation Agreement, the five Participation Forms, and all future documents related to opioid settlements.

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. The City of Tumwater is included in the Cascade Pacific Action Alliance Region, which is comprised of Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties, and will receive 0.2065982350% of any settlement funds received. The distributor settlement resulted in \$215 million to local jurisdictions over 17 years.

This latest Allocation Agreement II incorporates settlements reached with the following manufacturers and pharmacies: Walmart, Teva, Allergan, CVS, and Walgreens. Each of these settlements can be accessed at <https://nationalopioidsettlement.com/>. The Allocation Agreement II and five Participation Forms must be signed prior to Tumwater receiving its share of the settlement funds. This settlement with manufacturers and pharmacies will result in an additional \$217 million to local jurisdictions over 15 years.

We anticipate there may be more allocation agreements based on the One Washington Memorandum of Understanding distributed for signature. In addition to the request that the Mayor be authorized to sign this latest allocation agreement, we are requesting that she be given authorization to sign all future settlement documents related to the opioid settlements.

3) Policy Support:

Funds would be utilized to help provide social and health services for those impacted by opioid use and addiction. They would also assist with the prevention of overuse and abuse, which supports our policy to provide and sustain quality public safety services and our commitment to explore regional partnerships to provide social and health services.

4) Alternatives:

☐ Not authorize the signing of the Allocation Agreement, the five Participation Forms,

and all future settlement documents related to the opioid settlements.

5) Fiscal Notes:

Tumwater would receive 0.2065982350% of any settlement funds received.

6) Attachments:

A. Allocation Agreement II and five Participation Forms, for Teva, Allergan, CVS, Walgreens, and Walmart.

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Tumwater city, WA
Reference Number: CL-393481

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE IN FIVE NEW OPIOID SETTLEMENTS

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*Settlements*") have been reached with Teva, Allergan, CVS, Walgreens, and Walmart ("*Settling Defendants*"). These new Settlements are in addition to the prior settlement with the opioid distributors, and you will need to sign new settlement documents to join.

The Washington Attorney General's Office strongly encourages you to join these new Settlements. As with the opioid distributor settlement, half of the Washington share of the settlement proceeds will be directed to Washington local governments for you to make decisions on how to remediate the opioid crisis in your communities.

The Settlements are contingent on a very high percentage of Washington cities and counties joining the Settlements. If you do not join, the Settlements may not be finalized. Even if enough cities and counties join so that the Settlements are finalized, your refusal to join would still substantially lessen the amount Washington receives. The deadline for joining the Settlements by signing the required documents is Tuesday, April 18, 2023.

How to join the settlements

In the electronic envelope attached to this email, you will find the documents that your local government needs to execute. Please sign these documents and return them to the Implementation Manager:

- *Participation Forms* for the (1) Teva, (2) Allergan, (3) CVS, (4) Walgreens, and (5) Walmart settlements, which include a release of any claims. To join the Settlements, you need to sign and submit each of these Participation Forms.
- *Allocation Agreement II*. This is an agreement between the State and Washington local governments to split the settlement proceeds for these five Settlements, with 50% going to the State and 50% going to the local governments. The local government share then will be split based on the One Washington Memorandum of Understanding, which is attached to the Allocation Agreement II.

You can return the executed *Participation Forms* and *Allocation Agreement II* to the Implementation Administrator in one of the following ways:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* and *Allocation Agreement II* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning the documents and is strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to use DocuSign, the signed *Participation Forms* and *Allocation Agreement II* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before **April 18, 2023**, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

How to learn more about these settlements

This AGO press release has information on the five new Settlements and estimates of Washington's settlement share if the settlements are finalized, all eligible Washington local governments join, and all conditions are met:

<https://www.atg.wa.gov/news/news-releases/ag-ferguson-files-lawsuits-against-three-national-pharmacy-chains-their-role>.

Additionally, the AGO is coordinating with WSAC and AWC to host informational meetings about the settlements in February 2023, and more information on those meetings will follow.

You also may wish to consult with your own legal counsel.

If you have questions about this communication or the settlements, please contact Jeff Rupert, the Division Chief for the AGO's Complex Litigation Division, at 206-389-2116 or Jeffrey.Rupert@atg.wa.gov. The AGO will be monitoring the sign-on progress and encouraging all eligible local governments in Washington to join.

Information and documents regarding the *New National Opioid Settlements* can be found on the national settlement website at <https://nationalopioidsettlement.com/>.

What are the next steps after the April 18, 2023 deadline?

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

If the Settlements are finalized, the payment terms and payment schedule for the settlement proceeds is specified in each Settlement.

The sign-on period for subdivisions ends on April 18, 2023.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

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

JANUARY 27, 2023

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

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

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

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

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

A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a "Participating Local Government" for that Settlement. A Local Government can be a "Participating Local Government" for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.
- 4. This Allocation Agreement II applies to the following, all of which collectively shall be referred to as the "Washington Abatement Amount":
 - A. For the Walmart Settlement, the State of Washington's allocation of the (1) Global Settlement Remediation Amount and (2) Additional Remediation Amount.

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

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

- 5. The Teva Settlement provides the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value equaling twenty percent (20%) of the WAC value of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product. If the State elects to obtain Settlement Product, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement II, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash value assigned to it in the Teva Public Global Settlement Agreement dated November 22, 2022.
- 6. This Allocation Agreement II does not apply to the State Cost Fund, State AG Fees and Costs, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or that are paid directly or indirectly via the Settlements to the State of Washington ("State's Fees and Costs").

7. This Allocation Agreement II and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement II combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is \$150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives \$1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)
8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement II shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement II and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.
9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.
10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington ("State Share").
 - B. Fifty percent (50%) to the Participating Local Governments ("LG Share").
11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 6 as amended and modified in this Allocation Agreement II.
12. For purposes of this Allocation Agreement II only, the MOU is modified as follows and any contrary provisions in the MOU are struck:
 - A. Exhibit A of the MOU is replaced by Exhibit E of each of the respective Settlements.
 - B. The definition of "Litigating Local Governments" in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements.
 - C. The definition of "National Settlement Agreement" in Section A.6 of the MOU shall mean the Settlements.
 - D. The definition of "Settlement" in Section A.14 of the MOU shall mean

the Settlements.

- E. The MOU is amended to add new Section C.4.g.vii, which provides as follows:
- “If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the respective Settlements, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel (“Regional OAC”) as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.iii of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension.”
- F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney’s Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md- 02804-DAP Doc #: 4543 (June 17, 2022). JoJo Tann (the “GFF Administrator”), who is authorized by the MDL Fee Panel (David R. Cohen, Randi S. Ellis and Hon. David R. Herndon (ret.)) to calculate the amounts due to eligible counsel from each State Back-Stop fund (i.e., the GFF) (*see id.* at p. 4), will oversee and confirm the amounts payable to each law firm representing a Litigating Local Government from the GFF. Upon written agreement between the law firms representing the Litigating Local Governments on the one hand and the Washington Attorney General’s Office on the other, in consultation with the Washington State Association of Counties and the Association of Washington Cities, the GFF Administrator may be replaced by another person, firm, or entity.
- G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall

be paid on a pro rata basis to eligible law firms as determined by the GFF Administrator.

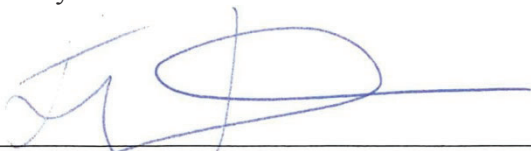
- H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions' contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will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

(15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement II apply) of any Litigating Local Government contingency fee agreement referred to above has been met.

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

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General



JEFFREY G. RUPERT

Division Chief

Date:

1-27-23

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Tumwater city, WA
Reference Number: CL-393481

Signature: _____
Name: _____
Title: _____
Date: _____

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

EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

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 November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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



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

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

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

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



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

Signature: _____

Name: _____

Title: _____

Date: _____



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

Exhibit K**Subdivision and Special District Settlement Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
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 Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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



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

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

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

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



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

Signature: _____

Name: _____

Title: _____

Date: _____



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

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
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 Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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



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

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

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

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



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

Signature: _____

Name: _____

Title: _____

Date: _____



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

EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
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 December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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



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

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

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



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

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

Signature: _____

Name: _____

Title: _____

Date: _____



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

EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
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 December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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



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

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

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



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

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

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity: Tumwater city	State: WA
Authorized Signatory:	
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 Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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



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

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

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

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



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

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Tumwater city	State: WA
Authorized Signatory:	
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 Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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



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

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

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

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



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

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Tumwater city	State: WA
Authorized Signatory:	
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 December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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



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

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

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



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

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

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Tumwater city	State: WA
Authorized Signatory:	
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 December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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



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

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

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



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

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

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation Rore**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Tumwater city	State: WA
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 November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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



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

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

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

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



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

Signature: _____

Name: _____

Title: _____

Date: _____



TO: City Council
 FROM: Bill Lindauer, Engineering Services Manager
 DATE: March 7, 2023
 SUBJECT: I-5 / Trosper Rd / Capitol Boulevard Reconfiguration Project, Construction Road Closures

1) Recommended Action:

Authorize the Transportation and Engineering Director to approve closure of City streets as needed for construction of the I-5/Trosper Road/Capitol Boulevard Reconfiguration Project. This was approved by the Public Works Committee at their February 23, 2023 meeting.

2) Background:

The I-5 / Trosper Road / Capitol Boulevard Reconfiguration Project is intended to address traffic congestion, pedestrian and bike safety and mobility deficiencies along Capitol Boulevard in the vicinity of Trosper Road per the Capitol Boulevard Corridor Plan. The project is currently under construction.

Road closures will be needed while constructing portions of the project for safety of the general public, City staff, and construction workers. There are also occasions where leaving certain streets open fully will restrict work significantly, which can lead to project delays and increased costs. For road closures associated with capital projects, staff follow RCW 47.48.010, which requires authorization from City Council.

Due to the pace of construction and complexity of this project, staff requests authorization to close any city street in the vicinity of the project when needed for completion of work. Signed detours will be required for any street closure. Every closure request will be reviewed by the Transportation and Engineering Director or assigned to validate the need and reasonableness of proposed detours and closure duration.

3) Policy Support:

Strategic Priorities and Goals 2021-2026:

Pursue Targeted Community Development Opportunities - Implement the transformation of Capitol Boulevard.

Create and Maintain a Transportation System Safe for All Modes of Travel - Construct an inter-connected bicycle and pedestrian system, including developing improved neighborhood connections and enhancing overall bicycle and pedestrian safety.

4) Alternatives:

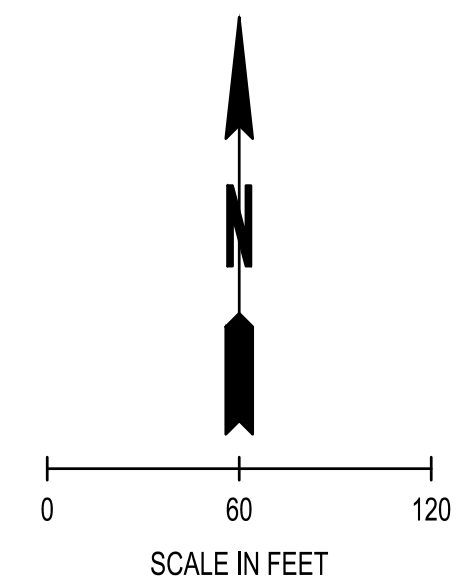
- ☐ Reject request at which time each individual requested road closure/restriction will be presented to Public Works Committee and City Council for the requested approval.

5) Fiscal Notes:

The funds are available in the Transportation CFP, Water CFP, Sewer CFP, and Storm CFP. A portion of the project is funded by a Transportation Improvement Board (TIB) grant.

6) Attachments:

A. Vicinity Map



EXISTING POLES
(POLES SHOWN ARE FIRST INSIDE
AND OUTSIDE OF PROJECT LIMITS)

PROJECT LIMITS

6TH AVE SW

SHEET No:

1 of 01

TO: City Council
FROM: Mary Heather Ames, Transportation Manager
DATE: March 7, 2023
SUBJECT: Resolution No. R2023-004, Amending the Six-Year Transportation Improvement Program for 2023-2028

1) Recommended Action:

Approve Resolution No. R2023-004, amending the City's Six-Year Transportation Improvement Program for 2023-2028, following the public hearing.

2) Background:

The 2023-2028 Transportation Improvement Program (TIP) was adopted in June of 2022. At that time, the Percival Creek Fish Passage Barrier Removal Project was partially funded. The TIP included the sidewalk and bike lane improvements on Sapp Road that would be needed as a result of the project. Since that time, staff have successfully applied for and been awarded grant funding to cover the whole project, both fish passage barrier removal and the related transportation improvements.

This process will add the full project to the 2023-2028 TIP and allow for acceptance of the grant funding.

3) Policy Support:

Goals & Priorities 2023-2024

B. Be a Leader in Environmental Sustainability – 12. Remove obstructions to fish passage

C. Create and Maintain a Transportation System Safe for All Modes of Travel

4) Alternatives:

☐ Do not amend the 2023-2028 TIP, thereby declining the grant funding.

5) Fiscal Notes:

This amendment allows the acceptance of grant funds to cover the added project in full.

6) Attachments:

A. Resolution No. R2023-004

RESOLUTION NO. R2023-004

A RESOLUTION of the City Council of the City of Tumwater, Washington amending the Six-Year Transportation Improvement Program for 2023-2028.

WHEREAS, RCW 35.77.010 requires that each city and town adopt annually, following a public hearing, a Six-Year Transportation Improvement Program detailing projected needs for street construction; and

WHEREAS, the Tumwater City Council adopted the 2023-2028 Transportation Improvement Program on June 7, 2022 following a public hearing; and

WHEREAS, the Tumwater City Council held a public hearing on March 7, 2023 to consider amending the 2023-2028 Six-Year Transportation Improvement Program; and

WHEREAS, the amended Six-Year Transportation Improvement Program is consistent with the Comprehensive Plan, supports the health, safety, and welfare of the residents of Tumwater, and will benefit the public;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:

Section 1. Amendment. The City of Tumwater's Six-Year Transportation Improvement Program for 2023-2028 is hereby amended to include the project shown attached hereto as Exhibit "A".

Section 2. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 3. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this ____ day of _____, 2023.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney



Six Year Transportation Improvement Program Summary 2023 - 2028 Amendment

Map #	Project Name	Phase in TIP*				Description	6-Year TIP Planned Fund Source / Project Cost			TIP Cost Fully Funded
		PLN	PE	RW	CN		Grant	Local	Total	
	Percival Creek Fish Passage Barrier Removal		X	X	X	Replacement of a full barrier culvert with a four-sided box culvert. Additionally will include placement of large woody material structures and regrading of stream. Includes roadway reconstruction and the addition of bike lanes and sidewalks throughout.	\$2,179,600	\$240,400	\$2,420,000	Yes

*PLN - Planning, PE - Design, RW - Right of Way, CN - Construction



Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Tumwater

County: Thurston

MPO/RTPO: TRPC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05		Percival Creek Fish Passage Barrier Removal Sapp Road 75' e/o Klahowya Lane to 400' w/o Antsen Street Replacement of a full barrier culvert with a four-sided box culvert. Additionally, will include placement of large woody material structures and regrading of stream. Includes roadway reconstruction and the addition of bike lanes and sidewalks throughout.						01	C G P S T W	0.040	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0	OTHER	79,600	190,400	270,000
P	RW	2023	PROTECT	100,000		0	50,000	150,000
P	CN	2024	PROTECT	2,000,000		0	0	2,000,000
Totals				2,100,000		79,600	240,400	2,420,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	270,000	0	0	0	0
RW	150,000	0	0	0	0
CN	0	2,000,000	0	0	0
Totals	420,000	2,000,000	0	0	0