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**Washington State Recorder's Cover Sheet** (RCW 65.04) Please print legibly or type information.

<b>Document Title(s)</b> Interlocal Agreement
<b>Grantor(s)</b> City of Tacoma  ____ Additional Names on Page ____ of Document
<b>Grantee(s)</b> City of Auburn, Bonney Lake, Edgewood, Fife, Gig Harbor, Lakewood, Puyallup, Sumner, Tacoma, and University Place  ____ Additional Names on Page ____ of Document
<b>Legal Description</b> (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) POCAC Interlocal Agreement Resolution NO. 41209  Complete Legal Description on Page ____ of Document
<b>Auditor's Reference Number(s)</b>
<b>Assessor's Property Tax Parcel/Account Number(s)</b>
<b>Non Standard Fee \$50.00</b> <b>By signing below, you agree to pay the \$50.00 non standard fee.</b> I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.  _____ <b>Signature of Party Requesting Non Standard Recording</b> NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements.  The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**INTERLOCAL AGREEMENT BETWEEN PIERCE COUNTY, CITIES OF AUBURN, BONNEY LAKE,  
EDGEWOOD, FIFE, GIG HARBOR, LAKEWOOD, PUYALLUP, SUMNER,  
TACOMA, AND UNIVERSITY PLACE, FORMING PCOAC**

This Agreement is made and entered into among Pierce County, a political subdivision of the state of Washington, and the municipal corporations of Auburn, Bonney Lake, Edgewood, Fife, Gig Harbor, Lakewood, Puyallup, Sumner, Tacoma, and University Place each a “Party” and collectively “Parties.”

**SECTION 1. RECITALS**

**WHEREAS**, the State of Washington and 33 of its local political subdivisions, including counties and cities and towns with a population of over 10,000, are engaged in litigation with opioid Distributors and Pharmaceutical Supply Chain Participants (“Opioid Litigation”); and

**WHEREAS**, the Opioid Litigation is expected to result in settlements and/or judgments with direct money payments to the state and its political subdivisions and this Agreement will apply to all Opioid Funds received pursuant to the Allocation Agreement and as a result of future settlements as defined in the One WA MOU; and

**WHEREAS**, to comply with the One Washington Memorandum of Understanding between Washington Municipalities (“MOU”), attached hereto with Exhibits A and B, and incorporated by reference, which has been previously approved and executed by the Parties and requires the formation of an Opioid Abatement Council (“OAC”); and

**WHEREAS**, each Party will receive direct distribution of funds from the Opioid Litigation (“Opioid Funds”), based upon the default methodology set forth at Section C.4 of the MOU, for purposes of future opioid remediation, training, and treatment efforts; and

**WHEREAS**, because each Party has a greater understanding of its own local impacts and local needs for such future opioid remediation, training, and treatment efforts, the undersigned Parties do hereby adopt and implement this Agreement for the creation of the Pierce County OAC (PCOAC), which is bound by the terms of the Agreement herein, as well as the MOU and exhibits thereto, the settlement Agreement provisions, and any applicable state statute(s); and

**WHEREAS**, each Party shall select a representative to serve as a Council Member to the PCOAC; and

**NOW, THEREFORE**, it is hereby agreed by the Parties:

## **SECTION 2. DEFINITIONS**

1. "Opioid Litigation" shall mean the litigation between local Parties and Opioid Distributors and Pharmaceutical Supply Chain Participants, and any other settlements entered pursuant to the MOU.
2. "Approved Purpose(s)" shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A of the MOU.
3. "Council" or "Council Member" as used throughout this Agreement refers to the body or members to the PCOAC.

## **SECTION 3. PARTICIPATING ENTITIES**

The Parties to this Agreement consist of the political subdivisions entitled to payment of the Opioid Funds derived from the Opioid Litigation conducted by the attorneys identified in the MOU. The Pierce County Parties are Pierce County, and the municipalities of Auburn, Bonney Lake, Edgewood, Fife, Gig Harbor, Lakewood, Puyallup, Sumner, Tacoma, and University Place.

## **SECTION 4. CREATION OF PIERCE COUNTY OPIOID ABATEMENT COUNCIL**

The PCOAC shall be comprised of one member from each Party; each appointed by the governing body. Qualified members may be elected officials or duly appointed employees with experience in the subject matter, subject matter experts or community members. The PCOAC may call upon subject matter experts and/or outside bodies or organizations for advice and input as needed.

### **A. Selection and Meetings**

1. **Selection and Terms** – Each Party shall select their representative to the PCOAC from qualified persons and the representative shall be appointed by the Party's governing body. A Party may choose to leave its positions vacant; however, the Council must have a minimum of five filled positions. Using the same process as the primary member selection process, each Party's governing body may also appoint an alternate to serve where the primary appointment is not available to serve. The term shall be for a period of three years. The terms of each Council Member shall be staggered. The selection of the initial panel will identify the term for each initial Council Member in consultation with the other Parties to ensure a staggering of terms. Nothing prohibits a Council Member from serving multiple terms.
2. **Chair** – The PCOAC Members shall select one person to serve as Chair of the PCOAC whose responsibilities will include the right to conduct meetings as well as act as the representative for the PCOAC in other matters. The Chair shall serve for a term of one year. Nothing prohibits a person from serving multiple consecutive terms as the Chair.

3. **Meetings** - Meetings shall be properly noticed to all Council Members and in compliance with RCW 42.30, the Open Public Meetings Act (OPMA). A quorum consists of a majority of members who may attend either virtually or in person. Actions of the Council may be approved by a simple majority of such quorum. While Council Members are not required to attend or participate in meetings, each Council Member shall be responsible for meeting the annual obligations of MOU Section C.4.j.ii to account for proper expenditure of all distributed Opioid Funds.

The first meeting shall occur within 120 days of the recording of this Agreement. At the first meeting the Council shall (1) elect a Chair, (2) adopt a date for a regular annual meeting, (3) assign tasks to the Administrator. The Council may adopt rules of procedures governing meetings of the Council, including deciding the total number of meetings held annually.

4. **Structure of Council** - The PCOAC created in this Agreement is not a separate legal or administrative entity within the meaning of RCW 39.34.030(3).

#### **B. Duties of PCOAC**

1. **Oversight:** Overseeing distribution of funds from Parties for Approved Purposes.
2. **Annual Review:** Annual review of expenditure reports from Parties for compliance with Approved Purposes and the terms of the settlement.
3. **Publicly Available Reports** - Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the PCOAC or directly by Parties.
4. **Public Dashboard:** Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from the Parties and for expenditures by PCOAC, which it shall update at least annually.
5. **Data Collection & Guidelines:** Adopt data collection guidelines regarding how Parties share allocation and expenditure data, including the type of data, method, and timing of sharing of data to conduct the annual review. Receive such data to be used for annual report, public dashboard, and if determined to be necessary, report outcomes.
6. **Complaints:** Hearing complaints by Parties regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements. If the PCOAC concludes that a Party's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Party otherwise misused its allocation of Opioid Funds, the PCOAC may take remedial action against the alleged offending Party. Such remedial action is left to the discretion of the PCOAC and may include withholding future Opioid Funds owed to the offending Party or requiring the offending Party to reimburse improperly

expended Opioid Funds back to the PCOAC to be re-allocated to the remaining Parties.

- 7. Ending of Agreement** – Within the last five years of this Agreement, the PCOAC shall determine the final reporting cycle and ensure that there are sufficient funds to pay any remaining invoices of the Administrator.

### **C. Duties of Parties**

The Parties are expected to conduct required activities in the method best suited to the needs of their respective Parties. It is not anticipated that the PCOAC dictate methods to member Parties. Each Party is responsible for:

1. Developing a methodology for obtaining proposals for use of Opioid Funds.
2. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
3. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
4. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
5. Receiving funds from the Trustee according to the allocation amounts listed in the MOU, for Approved Purposes and expending such funds in accordance with Exhibit A. Nothing in this Agreement prohibits the pooling of funds for designated purposes as outlined in Exhibit A. If a Party chooses to pool funds with another Party or Parties, the pooling agreement shall state which Party is responsible for providing expenditure data to the PCOAC, and the pooling Agreement shall be shared with PCOAC Administrator.
6. Reporting to the PCOAC, in accordance with data reporting guidelines, all decisions on Opioid Fund allocation applications, distributions, and expenditures.
7. If a Party elects neither to retain or pool its settlement allocation, its allocation will be reallocated to the other Parties to this Agreement according to the MOU allocation method.
8. Parties shall maintain all records related to the receipt and expenditure of Opioid Funds in accordance with Washington State retention laws, but for no less than five (5) years and shall make such records available for review by other Parties, the PCOAC, or the public.

9. **Public Records Requests:** Each party to this Agreement shall be responsible for retaining and producing the records it creates, owns or uses, in accordance with applicable public records access and retention laws and regulations. Nothing in this section is intended to require a Party to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (RCW 42.56), other than as provided for herein. Each party shall designate a Records Coordinator. The Administrator shall be responsible for maintaining and storing, in compliance with the state Public Records Act (Chapter 42.56 RCW), those records of the PCOAC that are owned, used, created or obtained by the PCOAC. Upon receipt of a request for PCOAC records, the PCOAC Administrator shall timely share the request with the Parties' Records Coordinator. In the event that the Administrator shares a request for PCOAC records with the Records Coordinator, each Records Coordinator notified by the Administrator shall cooperate with the Administrator as requested to fulfill the request, including contacting their respective Council Members to gather records. Parties who receive requests for PCOAC or records related to PCOAC are also encouraged, but not required, to share those with the Administrator.

## **SECTION 5. ADMINISTRATION OF PCOAC AND EXPENSES**

Pierce County agrees to provide for the administration of the PCOAC through the Pierce County Auditor's Office as outlined in this Agreement. The Pierce County Auditor's Office (Administrator) will serve as the administrator for PCOAC and shall perform all administrative functions, including scheduling of meetings, making reports publicly available, maintaining a public dashboard, preparing a report for consideration of the PCOAC at its annual meeting, and other such tasks as assigned by the Chair.

### **A. Administrative Expenses**

10% of the Opioid Funds received by the Parties will be reserved by each Party, on an annual basis, for administrative costs related to the PCOAC. Administrative costs are limited to 10% and every effort shall be made to keep administrative costs below 10%.

The Administrator shall provide itemized invoices for all administrative expenses to each of the Parties before the end of each fiscal year. Each Party will be billed by the Administrator a pro-rated amount based on the overall percentage each Party annually receives in direct allocation from the Trustee. Any reserved funds that exceed a party's pro-rated share of the administrative costs will be reallocated to each Party for Approved Purposes under the MOU.

### **B. PCOAC Records Retention**

The PCOAC Administrator shall maintain PCOAC records according to Washington State

retention laws, but for no less than five (5) years and shall make such records available for review by other Parties or the public. Records requested by the public shall be produced in accordance with the Washington Public Records Act, chapter 42.56 RCW. Nothing in this section supplants any Party's obligations to retain and produce its own records as provided in this Agreement.

## **SECTION 6. CHAPTER 39.34 REQUIREMENTS**

- A. Duration** – This Agreement shall be effective for the time-period that the Parties receive allocations of Opioid Funds under any of the current Opioid Litigation claims and shall continue to be effective until 36 months after the final distribution of such funds.
- B. Structure** – The organizational structure of the PCOAC is set forth above.
- C. Powers** – Each Party shall have the power to allocate, distribute, and manage all funds apportioned to their respective political subdivisions under any and every Agreement to settlement, judgment, or any other method of Opioid Fund allocation provided for in the underlying Opioid Litigation as set forth by the MOU.
- D. Purpose** – The purpose of the PCOAC herein shall be to ensure future remediation of the opioid abuse epidemic and the distribution and management of the funds identified herein.
- E. Financing** – The financing of the PCOAC shall be through the Opioid Funds received as a result of the Opioid Litigation identified herein.
- F. Termination** – This Agreement shall be self-terminating 36 months after the final distribution of funds through or by the Parties to the MOU.
- G. Joint Council** – The PCOAC shall be responsible for ensuring compliance with MOU, applicable state and federal law, and applicable regulations.
- H. Real Property and Personal Property** – This Agreement does not contemplate the joint acquisition of property by the Parties.

## **SECTION 7. INDEMNIFICATION**

Parties agree to fully indemnify all other Parties, for all court awarded penalties, costs, and attorneys' fees incurred by another Party resulting from any claims, including under the Public Records Act, brought against a Party/Parties, where the liability is premised upon the sole acts or omissions by the Party or its appointed Council Member. The PCOAC only acts through the Parties and is not a separate legal entity for purposes of any claim. If more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorney's fees, will be only to the extent of the percent of fault allocated to each respective Party by a final judgment of the court.

## **SECTION 8. MODIFICATIONS OR AMENDMENTS**

This Agreement may be modified or amended upon written agreement by all Parties. Any modifications or amendments must be consistent with the terms of the MOU and Exhibit A.

**SECTION 9. HEADINGS**

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

**SECTION 10. ENTIRE AGREEMENT**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

This Agreement sets forth the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. Understandings, representations, or warranties not contained in this Agreement, or a written amendment hereto shall not be binding on any Party.

**SECTION 11. SEVERABILITY**

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

**SECTION 12. NON-DISCRIMINATION**

The Parties, their employees, and agents shall not discriminate against any person based on any reason prohibited by Washington state or federal law as adopted or subsequently amended.

**SECTION 13. COMPLIANCE WITH LAWS**

The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.

**SECTION 14. GOVERNING LAW; VENUE**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Pierce County, Washington.

**SECTION 15. RECORDING**

Pursuant to RCW 39.34.040, copies of this Agreement shall be filed with the Pierce County Auditor.

**SECTION 16. APPROVAL BY LOCAL POLITICAL SUBDIVISION**

Adoption of this Agreement by each Party shall be by resolution and by signature below.

WHEREFORE, the undersigned authorities do hereby approve and adopt the Agreement on the Pierce County OAC (PCOAC) as set forth herein.

Done on this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

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

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

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

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

### **A. Definitions**

As used in this MOU:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **C. Regional Agreements**

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

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

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

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply.

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

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

- a. Opioid Funds shall be allocated within each region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into

a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

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

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

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

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

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

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

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

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

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

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

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.
- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation

Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.

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

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

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds

from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

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

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

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

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

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington Government Fee Fund ("GFF") shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

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

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

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

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

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

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

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling

defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments' private counsel's representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

#### **E. General Terms**

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

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

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

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy

of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

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

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

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**Bruce Dammeier, Pierce County Executive**

**On behalf of Pierce County**

4894-0031-1574, v. 2

## **EXHIBIT A**

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

### PART ONE: TREATMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART TWO: PREVENTION
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**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

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

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

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

**G. PREVENT MISUSE OF OPIOIDS**

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

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

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

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

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

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

PART THREE: OTHER STRATEGIES
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**I. FIRST RESPONDERS**

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

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

**J. LEADERSHIP, PLANNING AND COORDINATION**

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

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

**K. TRAINING**

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

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

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

#### **L. RESEARCH**

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

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

## EXHIBIT B

County	Local	Distr. Exhibit G Allocation	Settlement Alternatives		
	Government		\$250M	\$375M	\$500M
<b><u>Adams County</u></b>					
	Adams County	0.1638732475%	\$409,683	\$614,525	\$819,366
	Hatton				
	Lind				
	Othello				
	Ritzville				
	Washtucna				
	County Total:	0.1638732475%	\$409,683	\$614,525	\$819,366
<b><u>Asotin County</u></b>					
	Asotin County	0.4694498386%	\$1,173,625	\$1,760,437	\$2,347,249
	Asotin				
	Clarkston				
	County Total:	0.4694498386%	\$1,173,625	\$1,760,437	\$2,347,249
<b><u>Benton County</u></b>					
	Benton County	1.4848831892%	\$3,712,208	\$5,568,312	\$7,424,416
	Benton City				
	Kennewick	0.5415650564%	\$1,353,913	\$2,030,869	\$2,707,825
	Prosser				
	Richland	0.4756779517%	\$1,189,195	\$1,783,792	\$2,378,390
	West Richland	0.0459360490%	\$114,840	\$172,260	\$229,680
	County Total:	2.5480622463%	\$6,370,156	\$9,555,233	\$12,740,311
<b><u>Chelan County</u></b>					
	Chelan County^	0.7434914485%	\$1,858,729	\$2,788,093	\$3,717,457
	Cashmere				
	Chelan				
	Entiat				
	Leavenworth				
	Wenatchee	0.2968333494%	\$742,083	\$1,113,125	\$1,484,167
	County Total:	1.0403247979%	\$2,600,812	\$3,901,218	\$5,201,624
<b><u>Clallam County</u></b>					
	Clallam County^	1.3076983401%	\$3,269,246	\$4,903,869	\$6,538,492
	Forks				
	Port Angeles	0.4598370527%	\$1,149,593	\$1,724,389	\$2,299,185
	Sequim				
	County Total:	1.7675353928%	\$4,418,838	\$6,628,258	\$8,837,677

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

^ - Litigating Subdivision listed in Exhibit C to Distributor Settlement Agreement

## EXHIBIT B

County	Local	Distr. Exhibit G Allocation	Settlement Alternatives		
	Government		\$250M	\$375M	\$500M
<b><u>Clark County</u></b>					
	Clark County^	4.5149775326%	\$11,287,444	\$16,931,166	\$22,574,888
	Battle Ground	0.1384729857%	\$346,182	\$519,274	\$692,365
	Camas	0.2691592724%	\$672,898	\$1,009,347	\$1,345,796
	La Center				
	Ridgefield				
	Vancouver^	1.7306605325%	\$4,326,651	\$6,489,977	\$8,653,303
	Washougal	0.1279328220%	\$319,832	\$479,748	\$639,664
	Woodland***				
	Yacolt				
	<b>County Total:</b>	6.7812031452%	\$16,953,008	\$25,429,512	\$33,906,016
<b><u>Columbia County</u></b>					
	Columbia County	0.0561699537%	\$140,425	\$210,637	\$280,850
	Dayton				
	Starbuck				
	<b>County Total:</b>	0.0561699537%	\$140,425	\$210,637	\$280,850
<b><u>Cowlitz County</u></b>					
	Cowlitz County	1.7226945990%	\$4,306,736	\$6,460,105	\$8,613,473
	Castle Rock				
	Kalama				
	Kelso	0.1331145270%	\$332,786	\$499,179	\$665,573
	Longview	0.6162736905%	\$1,540,684	\$2,311,026	\$3,081,368
	Woodland***				
	<b>County Total:</b>	2.4720828165%	\$6,180,207	\$9,270,311	\$12,360,414
<b><u>Douglas County</u></b>					
	Douglas County	0.3932175175%	\$983,044	\$1,474,566	\$1,966,088
	Bridgeport				
	Coulee Dam***				
	East Wenatchee	0.0799810865%	\$199,953	\$299,929	\$399,905
	Mansfield				
	Rock Island				
	Waterville				
	<b>County Total:</b>	0.4731986040%	\$1,182,997	\$1,774,495	\$2,365,993
<b><u>Ferry County</u></b>					
	Ferry County	0.1153487994%	\$288,372	\$432,558	\$576,744
	Republic				
	<b>County Total:</b>	0.1153487994%	\$288,372	\$432,558	\$576,744

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## EXHIBIT B

County	Local Government	Distr. Exhibit G Allocation	Settlement Alternatives		
			\$250M	\$375M	\$500M
<b><u>Franklin County</u></b>					
	Franklin County^	0.3361237144%	\$840,309	\$1,260,464	\$1,680,619
	Connell				
	Kahlotus				
	Mesa				
	Pasco	0.4278056066%	\$1,069,514	\$1,604,271	\$2,139,028
	<b>County Total:</b>	0.7639293210%	\$1,909,823	\$2,864,735	\$3,819,647
<b><u>Garfield County</u></b>					
	Garfield County	0.0321982209%	\$80,496	\$120,743	\$160,991
	Pomeroy				
	<b>County Total:</b>	0.0321982209%	\$80,496	\$120,743	\$160,991
<b><u>Grant County</u></b>					
	Grant County	0.9932572167%	\$2,483,143	\$3,724,715	\$4,966,286
	Coulee City				
	Coulee Dam***				
	Electric City				
	Ephrata				
	George				
	Grand Coulee				
	Hartline				
	Krupp				
	Mattawa				
	Moses Lake	0.2078293909%	\$519,573	\$779,360	\$1,039,147
	Quincy				
	Royal City				
	Soap Lake				
	Warden				
	Wilson Creek				
	<b>County Total:</b>	1.2010866076%	\$3,002,717	\$4,504,075	\$6,005,433

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## EXHIBIT B

County	Local	Distr. Exhibit G Allocation	Settlement Alternatives		
	Government		\$250M	\$375M	\$500M
<u>Grays Harbor County</u>					
	Grays Harbor County	0.9992429138%	\$2,498,107	\$3,747,161	\$4,996,215
	Aberdeen	0.2491525333%	\$622,881	\$934,322	\$1,245,763
	Cosmopolis				
	Elma				
	Hoquiam				
	McCleary				
	Montesano				
	Oakville				
	Ocean Shores				
	Westport				
	County Total:	1.2483954471%	\$3,120,989	\$4,681,483	\$6,241,977
<u>Island County</u>					
	Island County^	0.6820422610%	\$1,705,106	\$2,557,658	\$3,410,211
	Coupeville				
	Langley				
	Oak Harbor	0.2511550431%	\$627,888	\$941,831	\$1,255,775
	County Total:	0.9331973041%	\$2,332,993	\$3,499,490	\$4,665,987
<u>Jefferson County</u>					
	Jefferson County^	0.4417137380%	\$1,104,284	\$1,656,427	\$2,208,569
	Port Townsend				
	County Total:	0.4417137380%	\$1,104,284	\$1,656,427	\$2,208,569

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## EXHIBIT B

County	Local Government	Distr. Exhibit G Allocation	Settlement Alternatives		
			\$250M	\$375M	\$500M
King County					
	King County^	13.9743722662%	\$34,935,931	\$52,403,896	\$69,871,861
	Algona				
	Auburn***	0.2622774917%	\$655,694	\$983,541	\$1,311,387
	Beaux Arts Village				
	Bellevue	1.1300592573%	\$2,825,148	\$4,237,722	\$5,650,296
	Black Diamond				
	Bothell***	0.1821602716%	\$455,401	\$683,101	\$910,801
	Burien	0.0270962921%	\$67,741	\$101,611	\$135,481
	Carnation				
	Clyde Hill				
	Covington	0.0118134406%	\$29,534	\$44,300	\$59,067
	Des Moines	0.1179764526%	\$294,941	\$442,412	\$589,882
	Duvall				
	Enumclaw***	0.0537768326%	\$134,442	\$201,663	\$268,884
	Federal Way	0.3061452240%	\$765,363	\$1,148,045	\$1,530,726
	Hunts Point				
	Issaquah	0.1876240107%	\$469,060	\$703,590	\$938,120
	Kenmore	0.0204441024%	\$51,110	\$76,665	\$102,221
	Kent^	0.5377397676%	\$1,344,349	\$2,016,524	\$2,688,699
	Kirkland^	0.5453525246%	\$1,363,381	\$2,045,072	\$2,726,763
	Lake Forest Park	0.0525439124%	\$131,360	\$197,040	\$262,720
	Maple Valley	0.0093761587%	\$23,440	\$35,161	\$46,881
	Medina				
	Mercer Island	0.1751797481%	\$437,949	\$656,924	\$875,899
	Milton***				
	Newcastle	0.0033117880%	\$8,279	\$12,419	\$16,559
	Normandy Park				
	North Bend				
	Pacific***				
	Redmond	0.4839486007%	\$1,209,872	\$1,814,807	\$2,419,743
	Renton	0.7652626920%	\$1,913,157	\$2,869,735	\$3,826,313
	Sammamish	0.0224369090%	\$56,092	\$84,138	\$112,185
	SeaTac	0.1481551278%	\$370,388	\$555,582	\$740,776
	Seattle^	6.6032403816%	\$16,508,101	\$24,762,151	\$33,016,202
	Shoreline	0.0435834501%	\$108,959	\$163,438	\$217,917
	Skykomish				
	Snoqualmie	0.0649164481%	\$162,291	\$243,437	\$324,582
	Tukwila	0.3032205739%	\$758,051	\$1,137,077	\$1,516,103
	Woodinville	0.0185516364%	\$46,379	\$69,569	\$92,758
	Yarrow Point				
County Total:		26.0505653608%	\$65,126,413	\$97,689,620	\$130,252,827

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

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## EXHIBIT B

County	Local	Distr. Exhibit G Allocation	Settlement Alternatives		
	Government		\$250M	\$375M	\$500M
<b><u>Kitsap County</u></b>					
	Kitsap County^	2.6294133668%	\$6,573,533	\$9,860,300	\$13,147,067
	Bainbridge Island^	0.1364686014%	\$341,172	\$511,757	\$682,343
	Bremerton	0.6193374389%	\$1,548,344	\$2,322,515	\$3,096,687
	Port Orchard	0.1009497162%	\$252,374	\$378,561	\$504,749
	Poulsbo	0.0773748246%	\$193,437	\$290,156	\$386,874
	<b>County Total:</b>	3.5635439479%	\$8,908,860	\$13,363,290	\$17,817,720
<b><u>Kittitas County</u></b>					
	Kittitas County^	0.3855704683%	\$963,926	\$1,445,889	\$1,927,852
	Cle Elum				
	Ellensburg	0.0955824915%	\$238,956	\$358,434	\$477,912
	Kittitas				
	Roslyn				
	South Cle Elum				
	<b>County Total:</b>	0.4811529598%	\$1,202,882	\$1,804,324	\$2,405,765
<b><u>Klickitat County</u></b>					
	Klickitat County	0.2211673457%	\$552,918	\$829,378	\$1,105,837
	Bingen				
	Goldendale				
	White Salmon				
	<b>County Total:</b>	0.2211673457%	\$552,918	\$829,378	\$1,105,837
<b><u>Lewis County</u></b>					
	Lewis County^	1.0777377479%	\$2,694,344	\$4,041,517	\$5,388,689
	Centralia	0.1909990353%	\$477,498	\$716,246	\$954,995
	Chehalis				
	Morton				
	Mossyrock				
	Napavine				
	Pe Ell				
	Toledo				
	Vader				
	Winlock				
	<b>County Total:</b>	1.2687367832%	\$3,171,842	\$4,757,763	\$6,343,684

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## EXHIBIT B

County	Local	Distr. Exhibit G Allocation	Settlement Alternatives		
	Government		\$250M	\$375M	\$500M
<b><u>Lincoln County</u></b>					
	Lincoln County^	0.1712669645%	\$428,167	\$642,251	\$856,335
	Almira				
	Creston				
	Davenport				
	Harrington				
	Odessa				
	Reardan				
	Sprague				
	Wilbur				
	<b>County Total:</b>	0.1712669645%	\$428,167	\$642,251	\$856,335
<b><u>Mason County</u></b>					
	Mason County	0.8089918012%	\$2,022,480	\$3,033,719	\$4,044,959
	Shelton	0.1239179888%	\$309,795	\$464,692	\$619,590
	<b>County Total:</b>	0.9329097900%	\$2,332,274	\$3,498,412	\$4,664,549
<b><u>Okanogan County</u></b>					
	Okanogan County	0.6145043345%	\$1,536,261	\$2,304,391	\$3,072,522
	Brewster				
	Conconully				
	Coulee Dam***				
	Elmer City				
	Nespelem				
	Okanogan				
	Omak				
	Oroville				
	Pateros				
	Riverside				
	Tonasket				
	Twisp				
	Winthrop				
	<b>County Total:</b>	0.6145043345%	\$1,536,261	\$2,304,391	\$3,072,522
<b><u>Pacific County</u></b>					
	Pacific County	0.4895416466%	\$1,223,854	\$1,835,781	\$2,447,708
	Ilwaco				
	Long Beach				
	Raymond				
	South Bend				
	<b>County Total:</b>	0.4895416466%	\$1,223,854	\$1,835,781	\$2,447,708

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## EXHIBIT B

County	Local Government	Distr. Exhibit G Allocation	Settlement Alternatives		
			\$250M	\$375M	\$500M
<b><u>Pend Oreille County</u></b>					
	Pend Oreille County	0.2566374940%	\$641,594	\$962,391	\$1,283,187
	Cusick				
	Ione				
	Metaline				
	Metaline Falls				
	Newport				
	<b>County Total:</b>	0.2566374940%	\$641,594	\$962,391	\$1,283,187
<b><u>Pierce County</u></b>					
	Pierce County^	7.2310164020%	\$18,077,541	\$27,116,312	\$36,155,082
	Auburn***	0.0628522112%	\$157,131	\$235,696	\$314,261
	Bonney Lake	0.1190773864%	\$297,693	\$446,540	\$595,387
	Buckley				
	Carbonado				
	DuPont				
	Eatonville				
	Edgewood	0.0048016791%	\$12,004	\$18,006	\$24,008
	Enumclaw***	0.0000000000%	\$0	\$0	\$0
	Fife	0.1955185481%	\$488,796	\$733,195	\$977,593
	Fircrest				
	Gig Harbor	0.0859963345%	\$214,991	\$322,486	\$429,982
	Lakewood^	0.5253640894%	\$1,313,410	\$1,970,115	\$2,626,820
	Milton***				
	Orting				
	Pacific***				
	Puyallup	0.3845704814%	\$961,426	\$1,442,139	\$1,922,852
	Roy				
	Ruston				
	South Prairie				
	Steilacoom				
	Sumner	0.1083157569%	\$270,789	\$406,184	\$541,579
	Tacoma^	3.2816374617%	\$8,204,094	\$12,306,140	\$16,408,187
	University Place	0.0353733363%	\$88,433	\$132,650	\$176,867
	Wilkeson				
	<b>County Total:</b>	12.0345236870%	\$30,086,309	\$45,129,464	\$60,172,618
<b><u>San Juan County</u></b>					
	San Juan County^	0.2101495171%	\$525,374	\$788,061	\$1,050,748
	Friday Harbor				
	<b>County Total:</b>	0.2101495171%	\$525,374	\$788,061	\$1,050,748

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## EXHIBIT B

County	Local	Distr. Exhibit G Allocation	Settlement Alternatives		
	Government		\$250M	\$375M	\$500M
<b>Skagit County</b>					
	Skagit County^	1.0526023961%	\$2,631,506	\$3,947,259	\$5,263,012
	Anacortes^	0.1774962906%	\$443,741	\$665,611	\$887,481
	Burlington^	0.1146861661%	\$286,715	\$430,073	\$573,431
	Concrete				
	Hamilton				
	La Conner				
	Lyman				
	Mount Vernon^	0.2801063665%	\$700,266	\$1,050,399	\$1,400,532
	Sedro-Woolley^	0.0661146351%	\$165,287	\$247,930	\$330,573
	<b>County Total:</b>	1.6910058544%	\$4,227,515	\$6,341,272	\$8,455,029
<b>Skamania County</b>					
	Skamania County	0.1631931925%	\$407,983	\$611,974	\$815,966
	North Bonneville				
	Stevenson				
	<b>County Total:</b>	0.1631931925%	\$407,983	\$611,974	\$815,966
<b>Snohomish County</b>					
	Snohomish County^	6.9054415622%	\$17,263,604	\$25,895,406	\$34,527,208
	Arlington	0.2620524080%	\$655,131	\$982,697	\$1,310,262
	Bothell***	0.2654558588%	\$663,640	\$995,459	\$1,327,279
	Brier				
	Darrington				
	Edmonds	0.3058936009%	\$764,734	\$1,147,101	\$1,529,468
	Everett^	1.9258363241%	\$4,814,591	\$7,221,886	\$9,629,182
	Gold Bar				
	Granite Falls				
	Index				
	Lake Stevens	0.1385202891%	\$346,301	\$519,451	\$692,601
	Lynnwood	0.7704629214%	\$1,926,157	\$2,889,236	\$3,852,315
	Marysville	0.3945067827%	\$986,267	\$1,479,400	\$1,972,534
	Mill Creek	0.1227939546%	\$306,985	\$460,477	\$613,970
	Monroe	0.1771621898%	\$442,905	\$664,358	\$885,811
	Mountlake Terrace	0.2108935805%	\$527,234	\$790,851	\$1,054,468
	Mukilteo	0.2561790702%	\$640,448	\$960,672	\$1,280,895
	Snohomish	0.0861097964%	\$215,274	\$322,912	\$430,549
	Stanwood				
	Sultan				
	Woodway				
	<b>County Total:</b>	11.8213083387%	\$29,553,271	\$44,329,906	\$59,106,542

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## EXHIBIT B

County	Local Government	Distr. Exhibit G Allocation	Settlement Alternatives		
			\$250M	\$375M	\$500M
Spokane County					
	Spokane County^	5.5623859292%	\$13,905,965	\$20,858,947	\$27,811,930
	Airway Heights				
	Cheney	0.1238454349%	\$309,614	\$464,420	\$619,227
	Deer Park				
	Fairfield				
	Latah				
	Liberty Lake	0.0389636519%	\$97,409	\$146,114	\$194,818
	Medical Lake				
	Millwood				
	Rockford				
	Spangle				
	Spokane^	3.0872078287%	\$7,718,020	\$11,577,029	\$15,436,039
	Spokane Valley	0.0684217500%	\$171,054	\$256,582	\$342,109
	Waverly				
	County Total:	8.8808245947%	\$22,202,061	\$33,303,092	\$44,404,123
Stevens County					
	Stevens County	0.7479240179%	\$1,869,810	\$2,804,715	\$3,739,620
	Chewelah				
	Colville				
	Kettle Falls				
	Marcus				
	Northport				
	Springdale				
	County Total:	0.7479240179%	\$1,869,810	\$2,804,715	\$3,739,620
Thurston County					
	Thurston County^	2.3258492094%	\$5,814,623	\$8,721,935	\$11,629,246
	Bucoda				
	Lacey	0.2348627221%	\$587,157	\$880,735	\$1,174,314
	Olympia^	0.6039423385%	\$1,509,856	\$2,264,784	\$3,019,712
	Rainier				
	Tenino				
	Tumwater	0.2065982350%	\$516,496	\$774,743	\$1,032,991
	Yelm				
	County Total:	3.3712525050%	\$8,428,131	\$12,642,197	\$16,856,263
Wahkiakum County					
	Wahkiakum County	0.0596582197%	\$149,146	\$223,718	\$298,291
	Cathlamet				
	County Total:	0.0596582197%	\$149,146	\$223,718	\$298,291

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## EXHIBIT B

County	Local	Distr. Exhibit G Allocation	Settlement Alternatives		
	Government		\$250M	\$375M	\$500M
<b><u>Walla Walla County</u></b>					
	Walla Walla County^	0.5543870294%	\$1,385,968	\$2,078,951	\$2,771,935
	College Place				
	Prescott				
	Waitsburg				
	Walla Walla	0.3140768654%	\$785,192	\$1,177,788	\$1,570,384
	<b>County Total:</b>	0.8684638948%	\$2,171,160	\$3,256,740	\$4,342,319
<b><u>Whatcom County</u></b>					
	Whatcom County^	1.3452637306%	\$3,363,159	\$5,044,739	\$6,726,319
	Bellingham	0.8978614577%	\$2,244,654	\$3,366,980	\$4,489,307
	Blaine				
	Everson				
	Ferndale	0.0646101891%	\$161,525	\$242,288	\$323,051
	Lynden	0.0827115612%	\$206,779	\$310,168	\$413,558
	Nooksack				
	Sumas				
	<b>County Total:</b>	2.3904469386%	\$5,976,117	\$8,964,176	\$11,952,235
<b><u>Whitman County</u></b>					
	Whitman County^	0.2626805837%	\$656,701	\$985,052	\$1,313,403
	Albion				
	Colfax				
	Colton				
	Endicott				
	Farmington				
	Garfield				
	LaCrosse				
	Lamont				
	Malden				
	Oakesdale				
	Palouse				
	Pullman	0.2214837491%	\$553,709	\$830,564	\$1,107,419
	Rosalia				
	St. John				
	Tekoa				
	Uniontown				
	<b>County Total:</b>	0.4841643328%	\$1,210,411	\$1,815,616	\$2,420,822

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## EXHIBIT B

County	Local Government	Distr. Exhibit G Allocation	Settlement Alternatives		
			\$250M	\$375M	\$500M
Yakima County					
	Yakima County	1.9388392959%	\$4,847,098	\$7,270,647	\$9,694,196
	Grandview	0.0530606109%	\$132,652	\$198,977	\$265,303
	Granger				
	Harrah				
	Mabton				
	Moxee				
	Naches				
	Selah				
	Sunnyside	0.1213478384%	\$303,370	\$455,054	\$606,739
	Tieton				
	Toppenish				
	Union Gap				
	Wapato				
	Yakima	0.6060410539%	\$1,515,103	\$2,272,654	\$3,030,205
	Zillah				
	County Total:	2.7192887991%	\$6,798,222	\$10,197,333	\$13,596,444

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**CITY OF UNIVERSITY PLACE**

Stephen P. Sugg 6/15/2023 | 4:45 PM PDT  
 Stephen P. Sugg, City Manager Date

Attest:

Emelita Genetia 6/15/2023 | 10:53 AM PDT  
 Emelita Genetia, City Clerk Date

Approved as to form:

Matthew S. Kaser 6/15/2023 | 10:40 AM PDT  
 Matthew S. Kaser, City Attorney Date

**CITY OF LAKEWOOD**

John J. Caulfield 6/6/2023 | 1:54 PM PDT  
 John J. Caulfield, City Manager Date

Attest:

Briana Schumacher 6/12/2023 | 11:37 AM PDT  
 Briana Schumacher, City Clerk Date

Approved as to form:

Heidi Ann Wachter 6/21/2023 | 5:31 PM CDT  
 Heidi Ann Wachter, City Attorney Date

**CITY OF PUYALLUP**

Steve Kirkelie 6/5/2023 | 12:10 PM  
 Steve Kirkelie, City Manager Date

Approved as to form:

Joseph N. Beck 6/7/2023 | 9:35 AM  
 Joseph N. Beck, City Attorney Date

**CITY OF GIG HARBOR**

Tracie Markley 6/13/2023 | 12:32 PM PDT  
 Tracie Markley, Mayor Date

Approved as to form:

Daniel P. Kenny 6/22/2023 | 8:21 AM PDT  
 Daniel P. Kenny, City Attorney Date

**CITY OF BONNEY LAKE**

Michael McCullough 6/29/2023 | 1:48 PM  
 Michael McCullough, Mayor Date

Attest:

Sadie A. Schaneman 6/2/2023 | 3:35 PM  
 Sadie Schaneman, City Clerk Date

Approved as to form:

Jennifer S. Robertson 6/27/2023 | 2:36 PM PDT  
 Jennifer S. Robertson, City Attorney Date

**CITY OF EDGEWOOD**

Daryl Eiding 6/21/2023 | 5:16 PM PDT  
 Daryl Eiding, Mayor Date

Approved as to form:

Ann Marie J. Soto 6/21/2023 | 9:50 AM PDT  
 Ann Marie J. Soto, City Attorney Date

**CITY OF FIFE:**

Derek Matheson 6/14/2023 | 8:08  
 Derek Matheson, City Manager Date

Approved as to form:

Gregory F. Amann 6/21/2023 | 3:56 PM PDT  
 Gregory F. Amann, City Attorney Date

**CITY OF SUMNER:**

Kathy Hayden 6/6/2023 | 8:54 AM PDT  
 Kathy Hayden, Mayor Date

Approved as to form:

Andrea Marquez 6/6/2023 | 8:39 AM PDT  
 Andrea Marquez, City Attorney Date

**CITY OF AUBURN:**

Nancy Backus 6/28/2023 | 11:25  
 Nancy Backus, Mayor Date

Approved as to form:

Harry Boesche 6/28/2023 | 11:22  
 Harry Boesche, City Attorney Date

**PIERCE COUNTY:**

Bruce Dammeier 6/27/2023 | 2:03 PM PDT  
 Bruce Dammeier, County Executive Date

Approved as to form:

Michelle Luna 6/28/2023 | 3:09 PM PDT  
 Michelle Luna,  
 Deputy Prosecuting Attorney Date

**CITY OF TACOMA**

Elizabeth A. Pauli 6/22/2023 | 8:29 AM PDT  
 Elizabeth A. Pauli, City Manager Date

Attest:

Doris Sorum 6/28/2023 | 10:12 AM PDT  
 Doris Sorum, City Clerk Date

Approved as to form:

Christopher D. Bacha 6/16/2023 | 12:09 PM PDT  
 Christopher D. Bacha,  
 Chief Deputy City Attorney Date



## RESOLUTION NO. 41209

1 A RESOLUTION authorizing the execution of an Interlocal Agreement with the  
2 State of Washington and various Pierce County towns and cities, for the  
3 creation of a regional Opioid Abatement Council, as required by Opioid  
4 Settlements.

5 WHEREAS the residents of the state of Washington and its communities  
6 have been harmed by entities within the pharmaceutical supply chain who  
7 manufacture, distribute, and dispense prescription opioids, and

8 WHEREAS the City, along with the state and 33 of its local political  
9 subdivisions, including counties, cities, and towns with populations exceeding  
10 10,000 residents, are parties to litigation with opioid distributors and  
11 pharmaceutical supply chain participants in order to hold these entities  
12 accountable for the damage they have caused to community members and  
13 local governments, and

14 WHEREAS this litigation is expected to result in settlements and/or  
15 judgments with direct money payments to the City and other parties of the  
16 litigation, and

17 WHEREAS in order to comply with the One Washington Memorandum of  
18 Understanding ("MOU") between state municipalities, Pierce County has been  
19 designated as a region and must form an Opioid Abatement Council ("OAC") to  
20 fulfill auditing functions for spending of settlement funds, and

21 WHEREAS in order to receive settlement funds, each party must sign  
22 onto the OAC Interlocal Agreement ("Agreement"), and has the opportunity to  
23 select a representative to serve as a Council Member to the OAC, and  
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WHEREAS by signing onto the Agreement to create the OAC, the City is fulfilling the requirement of the MOU and creating the conditions to receive the opioid litigation funding, however this does not determine or influence how the City may ultimately choose to use the funds; Now, Therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

That the proper officers of the City are hereby authorized to execute an Interlocal Agreement with the State of Washington and various Pierce County towns and cities, for the creation of a regional Opioid Abatement Council, as required by Opioid Settlements, as more specifically set forth in the document on file in the office of the City Clerk..

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Chief Deputy City Attorney