

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, SEPTEMBER 12, 2022

Commissioners have resumed in person public meetings and will also continue to host the meetings via WebEx.

Following is the website to attend and listen to the meeting and the phone number to call to take part in the meeting. Any questions please email us wwcocommissioners@co.walla-walla.wa.us.

Call in 1-408-418-9388 access code: 146 784 0290

Meeting link: <https://wwco.webex.com/wwco/j.php?MTID=m6ef6c0710e4eb57be4e10ce0cc827a38>

PLEASE NOTE: All times are tentative and at the discretion of the Chairman with the exception of advertised bid openings and public hearings.

1:15 P.M. COUNTY COMMISSIONERS

Chairman Kimball

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. The Consent Agenda will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

- a) Roll call and establish a quorum
- b) Silence cell phones
- c) Approval of agenda
- d) Declarations re: conflict of interest
- e) Pledge of Allegiance
- f) Public comment period (time limitations may be imposed)
- g) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
 - 2) Review vouchers/warrants/electronic payments
- h) **Consent Agenda Items:**
 - 1) Resolution – Minutes of County Commissioners' proceedings for September 6 and 7, 2022
 - 2) Resolution – Appointments to the Walla Walla Accessible Community Advisory Committee (ACAC)
 - 3) Approving use of county vehicle for tour of Walla Walla for candidates for WSU Agronomist position
 - 4) Payroll action and other forms requiring Board approval
- i) **Action Agenda Items:**
 - 1) County vouchers/warrants/electronic payments as follows: 4242757 to 4243001 totaling \$2,730,504.25; 4242741 through 4242756 totaling \$6,646.37 (travel)
 - 2) Proposal 2022 09-12 JJC Approval of Drug Court Team travel expenses for Washington State Association of Drug Court Professionals Annual State Training
 - 3) Proposal 2022 09-12 TSD Approval to purchase 20 panic buttons for County offices and departments to replace fleet of aging panic buttons

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPOINTMENTS
TO THE WALLA WALLA COUNTY
ACCESSIBLE COMMUNITY
ADVISORY COMMITTEE (ACAC)

RESOLUTION NO. **22**

WHEREAS, a Walla Walla Accessible Community Advisory Committee (ACAC) has been established by the Walla Walla County Commissioners; and

WHEREAS, the ACAC includes a representation of people who experience a broad range of disabilities (hearing, vision, mobility, speech and cognitive limitations), family members of a disabled person and representatives from disability-related organizations, or educational institutions knowledgeable about a variety of disabilities; and

WHEREAS, the ACAC seeks a committee of 12-15 people and will accept applications and recruit for vacant positions on an ongoing basis until all seats are filled; and

WHEREAS, the ACAC received three (3) applications and formally recommends Roxanne Bowen, Joe Decker and Tobi Powell serve on the ACAC, with a term of appointment of four (4) years; and

BE IT RESOLVED, by this Board of Walla Walla County Commissioners, that the above-named individuals be appointed to the Accessible Community Advisory Committee, with said term of appointment of four (4) years.

*Passed this 12th day of **September, 2022** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Jill Munns, Assistant Clerk of the Board

Todd L. Kimball, Chairman, District 2

Jennifer R. Mayberry, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

To be completed by Applicant:

Name: Bryanne Broussard
Address: Walla Walla WA 99362
(Must Reside in Walla Walla County)

Telephone: (Home) _____
(Work) _____
(Cell) _____
(e-mail) _____

Briefly describe your interest in participating in the Accessible Communities Advisory Committee (ACAC):

I am deaf and use ASL. Cochlear implant. I've been deaf my whole life. I am also legally blind. I know the struggle and I would like to help improve the community.

Membership in state, local or regional disability organizations: I was involved in ~~the~~ Louisiana Employee Disability Committee

Special Skills: sign language

Do you have a disability? If yes, please specify: vision & hearing

Yes ☒ No ☐

Do you have family members with a disability? If yes, please specify: brothers

Yes ☒ No ☐

Will you need accommodation due to a disability?

Yes ☐ No ☐

If yes, please provide a brief description of the accommodation requested:
interpreter and transcriber for back up.

Previous Employment or Volunteer Experience: VA Police department secretary for the chief.

Present Occupation and Employer: part time at a daycare

Education (High School/College, location, degree): 10 semester credits of college - did not graduate

Voluntary Information (to assure broad representation of the community):

Race/Ethnicity: _____ Sex: _____ Date of Birth: _____

Signature: Bryanne Broussard Date: 8-19-2022

WALLA WALLA COUNTY
APPLICATION FOR ACCESSIBLE COMMUNITIES ADVISORY COMMITTEE APPOINTMENT

To be completed by Applicant:

Name: JOE DECKER
Address: COLLEGE PLACE WA 99324
(Must Reside in Walla Walla County)

Telephone: (Home) _____
(Work) _____
(Cell) _____
(e-mail) _____

Briefly describe your interest in participating in the Accessible Communities Advisory Committee (ACAC):

AFTER MY LEG AMPUTATION I HAVE DISCOVERED HOW DIFFICULT MOBILITY CAN BE EVEN THOUGH I HAVE A PROSTHETIC. WHAT IT LOOKS LIKE AND USING IT ARE TWO DIFFERENT THINGS. I WOULD LIKE TO HELP MAKE IT EASIER FOR PEOPLE LIKE MYSELF AND THOSE WHO HAVE IT HARDER.

Membership in state, local or regional disability organizations: NO

Special Skills: ORGANIZATION, PLANNING

Do you have a disability? If yes, please specify: KIDNEY FAILURE, AMPUTATION-LEG

Yes ☒ No ☐

Do you have family members with a disability? If yes, please specify: _____

Yes ☐ No ☒

Will you need accommodation due to a disability?

Yes ☐ No ☒

If yes, please provide a brief description of the accommodation requested:

Previous Employment or Volunteer Experience: MERCHANDISE MANAGER JC PENNEY, RESTAURANT OWNER

Present Occupation and Employer: N/A DISABILITY

Education (High School/College, location, degree): COLLEGE BA EWU MARKETING / MANAGEMENT

Voluntary Information (to assure broad representation of the community):

Race/Ethnicity _____ Sex: _____ Date of Birth: _____

Joseph W. Decker
Signature

8-22-22
Date

PLEASE RETURN TO: Walla Walla County Commissioners' Office, Public Health and Legislative Building, 314 West Main/P.O. Box 1506, Walla Walla, WA 99362, or email to wwcocommissioners@co.walla-walla.wa.us, or Department of Community Health, 314 West Main, Rose Street Entrance/P.O. Box 1753, Walla Walla WA 99362.
APPLICATION DEADLINE: Friday, March 1, 2019.

WALLA WALLA COUNTY
APPLICATION FOR ACCESSIBLE COMMUNITIES ADVISORY COMMITTEE APPOINTMENT

To be completed by Applicant:

Name: TOBI POWELL

Telephone: (Home

Address

WALLA WALLA WA, 99362

(Cell)

(Must Reside in Walla Walla County)

Briefly describe your interest in participating in the Accessible Communities Advisory Committee (ACAC):

I have a child with special needs and find it very challenging to find services for her in our community. I also work with students that age out of the education system and cannot find services. There's a growing need for those 13-25 that we as a community have not looked at from their perspective. Walla Walla services are limited.

Membership in state, local or regional disability organizations: N/A

Special Skills: _____

Do you have a disability? If yes, please specify: _____

Yes ☐ No ☒

Do you have family members with a disability? If yes, please specify: _____

Yes ☒ No ☐

Will you need accommodation due to a disability?

Yes ☐ No ☒

☐ If yes, please provide a brief description of the accommodation requested:

Previous Employment or Volunteer Experience: PTA treasurer/ vacation bible school/ Community 2 Community

Present Occupation and Employer: Para -Educator / Walla Walla Public Schools (WWPS)

Education (High School/College, location, degree): AAS in business administration. Currently completing my BS in business management.

Voluntary Information (to assure broad representation of the community):

Race/Ethnicity: _____ Sex: _____ Date of Birth: _____

tobi powell

Signature

8-15-2022

Date

PLEASE RETURN TO: Walla Walla County Commissioners' Office, Public Health and Legislative Building, 314 West Main/P.O. Box 1506, Walla Walla, WA 99362, or email to wwcocommissioners@co.walla-walla.wa.us, or Department of Community Health, 314 West Main, Rose Street Entrance/P.O. Box 1753, Walla Walla WA 99362.

APPLICATION DEADLINE: Friday, March 1, 2019.



Proposal

Date: August 30, 2022

Proposal ID: 2022 09-12 JJC

To: BOCC

From: Jon Cassetto, Court Services Manager

Intent: Review and Approval of Drug Court Team travel expenses

Topic: Washington State Association of Drug Court Professionals Annual State Training

Summary

Much has changed since the County's Drug Court Team last attended a drug court conference. These changes include legislation regarding laws related to substance use and possession, advancement in the use of Medication-Assisted Treatment, best practices relating to incentives and sanctions, target populations, and treatment. These specialized conferences provide expert training specific for each member of our multi-disciplinary team to better support our court's participants through evidence-based practices and ensure successful outcomes.

Cost

The cost to attend this conference is \$982.00 per team member (hotels and flights have not been booked so this value could be different at booking). We are hoping to be able to send six (6) Adult Recovery Court team members this year. Total cost is \$ 5,892.

Funding

Funding will be utilized from an already allocated budget line from the Department of Court Service's 1/10 of 1% mental health sales tax fund.

Alternatives Considered

Consideration was given to attending the virtual session only, however, the virtual session only covers one day of the conference.

Acquisition Method

N/A

Security

N/A

Access

N/A

Risk

N/A

Benefits

Walla Walla County continues to see members of our community struggle with substance use disorder and mental health. Our problem-solving courts serve the highest risk/highest need members of our community with these issues through therapeutic intervention instead of incarceration saving taxpayer dollars. This conference ensures that our county's treatment courts are utilizing the most up to date best practices and standards and provides essential education in emerging and innovative practices.

Conclusion/Recommendation

Recommend the BOCC review and approve travel plan.

Submitted By			Disposition	
Jon Cassetto, JJC 8/30/2022			<input type="checkbox"/> Approved	
Name	Department	Date	<input type="checkbox"/> Approved with modifications	
			<input type="checkbox"/> Needs follow up information	
Name	Department	Date	<input type="checkbox"/> Denied	
			BOCC Chairman	Date

Additional Requirements to Proposal

___ Modification

___ Follow Up

CONFERENCE REGISTRATION

NOW OPEN

2022 Conference Registration

BACK TOGETHER



Resiliency, Reflection and Recovery



2022 Conference

Registration is NOW OPEN for the Washington State Association of Drug Court Professionals 2022 Conference - Thursday, October 27, and Friday, October 28, 2022.

WE ARE EXCITED to offer you:

- **30+** Sessions over TWO full days:
 - Including subjects on Best Practices; Substance Use Disorders; Recovery Support; Addressing Trauma; Behavior Modification
 - Topics applicable to all therapeutic courts
- **20+** Speakers/presenters, including:
 - **Keynote speaker** - Chief Justice Steven Gonzalez, Washington State Supreme Court (prerecorded message)
 - Alexis Balkey, Deputy Program Director, *Children and Family Futures*
 - Honorable Alan Blankenship, *NDCI Consultant*
 - Dr. John Gallagher, PhD., *NDCI Consultant*
 - Dr. Carlos Quezada-Gomez, PsyD., *NDCI Consultant*
 - Dr. Christa Marshall, PsyD., *NDCI Consultant*
 - Scott Tirocchi, Division Director – *Justice for Vets (NADCP)*
- **CEU, CLE & CJE** Credits Available
- In Person and Virtual Options

If you have any questions, please direct them to conference@wsadcp.org.

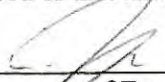
**WALLA WALLA COUNTY
Employee Travel Authorization**

Date of Request 10/26/2022-10/28/2022

Employee Attending: Julie Carlson Straube	Estimate of Cost (Includes all costs even prepaid)	
	Transportation	
	<input checked="" type="checkbox"/> Air <input type="checkbox"/> Bus/Train <input type="checkbox"/> County Vehicle <input type="checkbox"/> Private Vehicle _____ miles @ _____	\$ \$ 157.20
Meeting/Training: Start time/date: 10/27/2022@8:30AM-4:45 PM End time/date: 10/28/2022@8:30-4:30PM	<input type="checkbox"/> Rental Car <input type="checkbox"/> Cab/Bus \$	
Location: City: Tukwila State: Washington	Lodging	
Title of Meeting/Training: WSADP 2022 Conference (Attach agenda/training brochure)	2 night(s) @ \$ 191.00	\$ 382.00
Departure Date: 10/26/2022 Time: TBD	Meals Breakfast(s) 2 @ \$ 20.00 \$ 40.00	
Return Date: 10/28/2022 Time: TBD	Lunch(s) 2 @ \$ 24.00 \$ 48.00	
	Dinner(s) 3 @ \$ 35.00 \$ 105.00	
Place of Lodging: DoubleTree Suites by Hilton Seattle Airport-Southcenter	Registration/Tuition	
	Cancel Date:	\$ 250.00
Phone Number: 844-202-9839	Total Expenses \$ 982.00	

Credit Card Use: ☒ Yes ☐ No Date Needed: 10/26/2022

I hereby acknowledge receipt of the department credit card/advance travel funds, and certify that I will return the credit card/unexpended advance travel funds, together with an expense voucher, and all required receipts within five (5) days of my return. I further agree that if credit card receipts show any amount in excess of authorized reimbursements, I will attach a check or money order for that amount owed or that amount shall be deducted by the County Auditor's Office from my next paycheck.



 Signature of Employee

Date: 8-30-22

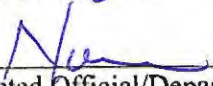
Recommended: ☒ Yes ☐ No

 Supervisor Signature

Date : _____

Out-of-State Travel: ☐ Yes ☒ No
 (Attach Resolution)

Approved: ☒ Yes ☐ No



 Elected Official/Department Head

Date: 9/4/22

**WALLA WALLA COUNTY
Employee Travel Authorization**

Date of Request 10/26/2022-10/28/2022

Employee Attending: Judge Scott Wolfram	Estimate of Cost (Includes all costs even prepaid)	
	Transportation	
	<input checked="" type="checkbox"/> Air <input type="checkbox"/> Bus/Train <input type="checkbox"/> County Vehicle	\$
	<input type="checkbox"/> Private Vehicle _____ miles @ _____	\$ 157.20
Meeting/Training: Start time/date: 10/27/2022@8:30AM-4:45 PM End time/date: 10/28/2022@8:30-4:30PM	<input type="checkbox"/> Rental Car <input type="checkbox"/> Cab/Bus	\$
Location: City: Tukwila State: Washington	Lodging	
Title of Meeting/Training: WSADP 2022 Conference (Attach agenda/training brochure)	² _____ night(s) @ \$ 191.00	\$ 382.00
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	Lunch(s) ² _____ @ \$ 24.00	\$ 48.00
	Dinner(s) ³ _____ @ \$ 35.00	\$ 105.00
Place of Lodging: DoubleTree Suites by Hilton Seattle Airport-Southcenter	Registration/Tuition	
	Cancel Date:	\$ 250.00
Phone Number: 844-202-9839	Total Expenses	
		\$ 982.00

Credit Card Use: ☒ Yes ☐ No Date Needed: 10/26/2022

I hereby acknowledge receipt of the department credit card/advance travel funds, and certify that I will return the credit card/unexpended advance travel funds, together with an expense voucher, and all required receipts within five (5) days of my return. I further agree that if credit card receipts show any amount in excess of authorized reimbursements, I will attach a check or money order for that amount owed or that amount shall be deducted by the County Auditor's Office from my next paycheck.

Signature of Employee Date: _____

Recommended: ☒ Yes ☐ No

Supervisor Signature Date : _____

Out-of-State Travel: ☐ Yes ☒ No
(Attach Resolution)

Approved: ☒ Yes ☐ No

W Scott Wolfram
Elected Official/Department Head

Date: 9-6-2022

WALLA WALLA COUNTY
Employee Travel Authorization

Date of Request 10/26/2022-10/28/2022

Employee Attending: Jill Peitersen	Estimate of Cost (Includes all costs even prepaid)	
Meeting/Training: Start time/date: 10/27/2022 @8:30AM-8:45 PM End time/date: 10/28/2022@8:30-4:30PM	Transportation	
	<input checked="" type="checkbox"/> Air <input type="checkbox"/> Bus/Train <input type="checkbox"/> County Vehicle <input type="checkbox"/> Private Vehicle _____ miles @ _____	\$ \$ 157.20
Location: City: Tukwila State: Washington	Lodging	
Title of Meeting/Training: WSADP 2022 Conference (Attach agenda/training brochure)	2 night(s) @ \$ 191.00 \$ 382.00	
Departure Date: 10/26/2022 Time: TBD	Meals	
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	Lunch(s) 2 @ \$ 24.00 \$ 48.00	
	Dinner(s) 3 @ \$ 35.00 \$ 105.00	
Place of Lodging: DoubleTree Suites by Hilton Seattle Airport-Southcenter	Registration/Tuition	
	Cancel Date: \$ 250.00	
Phone Number: 844-202-9839	Total Expenses \$ 982.00	

Credit Card Use: ☒ Yes ☐ No Date Needed: 10/26/2022

I hereby acknowledge receipt of the department credit card/advance travel funds, and certify that I will return the credit card/unexpended advance travel funds, together with an expense voucher, and all required receipts within five (5) days of my return. I further agree that if credit card receipts show any amount in excess of authorized reimbursements, I will attach a check or money order for that amount owed or that amount shall be deducted by the County Auditor's Office from my next paycheck.

Jill Peitersen
 Signature of Employee

Date: 8/31/22

Recommended: ☒ Yes ☐ No
[Signature]
 Supervisor Signature

Date: Aug. 31, 2022

Out-of-State Travel: ☐ Yes ☒ No
 (Attach Resolution)

Approved: ☐ Yes ☐ No

 Elected Official/Department Head

Date: _____

WALLA WALLA COUNTY
Employee Travel Authorization

Date of Request 10/26/2022-10/28/2022

Employee Attending: Frank Martinez	Estimate of Cost (Includes all costs even prepaid)	
	Transportation	
Meeting/Training: Start time/date: 10/27/2022@8:30AM-4:45 PM End time/date: 10/28/2022@8:30-4:30PM	<input checked="" type="checkbox"/> Air <input type="checkbox"/> Bus/Train <input type="checkbox"/> County Vehicle <input type="checkbox"/> Private Vehicle _____ miles @ _____	\$ \$ 157.20
	<input type="checkbox"/> Rental Car <input type="checkbox"/> Cab/Bus	\$
Location: City: Tukwila State: Washington	Lodging	
Title of Meeting/Training: WSADP 2022 Conference (Attach agenda/training brochure)	2 night(s) @ \$ 191.00	\$ 382.00
	Meals	
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Place of Lodging: DoubleTree Suites by Hilton Seattle Airport-Southcenter	Registration/Tuition	
	Cancel Date:	\$ 250.00
Phone Number: 844-202-9839	Total Expenses \$ 982.00	

Credit Card Use: ☒ Yes ☐ No Date Needed: 10/26/2022

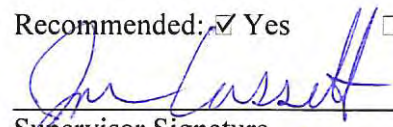
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 Signature of Employee

Date: 8/31/2022

Recommended: ☒ Yes ☐ No



 Supervisor Signature

Date: 8-31-2022

Out-of-State Travel: ☐ Yes ☒ No
 (Attach Resolution)

Approved: ☐ Yes ☐ No

 Elected Official/Department Head

Date: _____

WALLA WALLA COUNTY
Employee Travel Authorization

Date of Request 10/26/2022-10/28/2022

Employee Attending: Jeff Gwinn	Estimate of Cost (Includes all costs even prepaid)	
	Transportation	
	<input checked="" type="checkbox"/> Air <input type="checkbox"/> Bus/Train <input type="checkbox"/> County Vehicle <input type="checkbox"/> Private Vehicle _____ miles @ _____	\$ \$ 157.20
Meeting/Training: Start time/date: 10/27/2022@8:30AM-4:45 PM End time/date: 10/28/2022@8:30-4:30PM	<input type="checkbox"/> Rental Car <input type="checkbox"/> Cab/Bus	\$
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	Lunch(s) ² _____ @ \$ 24.00	\$ 48.00
	Dinner(s) ³ _____ @ \$ 35.00	\$ 105.00
Place of Lodging: DoubleTree Suites by Hilton Seattle Airport-Southcenter	Registration/Tuition	
	Cancel Date:	\$ 250.00
Phone Number: 844-202-9839	Total Expenses	
		\$ 982.00

Credit Card Use: ☐ Yes ☐ No Date Needed: 10/26/2022

I hereby acknowledge receipt of the department credit card/advance travel funds, and certify that I will return the credit card/unexpended advance travel funds, together with an expense voucher, and all required receipts within five (5) days of my return. I further agree that if credit card receipts show any amount in excess of authorized reimbursements, I will attach a check or money order for that amount owed or that amount shall be deducted by the County Auditor's Office from my next paycheck.

Signature of Employee

Date: 8/31/22

Recommended: ☒ Yes ☐ No

Supervisor Signature

Date: 8-31-22

Out-of-State Travel: ☐ Yes ☐ No
(Attach Resolution)

Approved: ☒ Yes ☐ No

Elected Official/Department Head

Date: _____

WALLA WALLA COUNTY
Employee Travel Authorization

Date of Request 10/26/2022-10/28/2022

Employee Attending: Monica Ottum, Serenity Point Counseling	Estimate of Cost (Includes all costs even prepaid)	
	Transportation <input checked="" type="checkbox"/> Air <input type="checkbox"/> Bus/Train <input type="checkbox"/> County Vehicle <input type="checkbox"/> Private Vehicle _____ miles @ _____ \$ \$ 157.20	
Meeting/Training: Start time/date: 10/27/2022 @ 8:30AM-4:45PM End time/date: 10/28/2022 @ 8:30AM-4:30PM	<input type="checkbox"/> Rental Car <input type="checkbox"/> Cab/Bus \$	
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Place of Lodging: DoubleTree Suites by Hilton Seattle Airport-Southcenter	Registration/Tuition	
	Cancel Date: \$ 250.00	
Phone Number: 844-202-9839	Total Expenses \$ 982.00	

Credit Card Use: ☒ Yes ☐ No Date Needed: 10/26/2022

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Monica Ottum
 Signature of Employee

Date: 8.30.22

Recommended: ☒ Yes ☐ No

R. Her
 Supervisor Signature

Date: 8/30/22

Out-of-State Travel: ☐ Yes ☒ No
 (Attach Resolution)

Approved: ☐ Yes ☐ No

 Elected Official/Department Head

Date: _____



Proposal

Date: 09/12/2022

Proposal: 2022 09-12 TSD

To: BOCC

From: Chad Goodhue

Intent – Decision

Topic – Requesting approval to purchase 20 panic buttons to replace our fleet of aging panic buttons

Summary

Our current set of panic buttons are at least 10 years old and are becoming increasingly difficult to support and maintain. We would like to replace them with these panic button style units that will leverage our current phone and network infrastructure including already purchased licenses.

Cost

\$5,696.70

Funding

I am proposing that either Current Expense Building or Law and Justice cover the initial costs and the IT budget will then bill these back and set them up on a replacement schedule.

Alternatives Considered

The County can continue to use and maintain its current panic buttons.

Acquisition Method

Direct purchase from Quicklert. The cost is less than the threshold as outlined by the Walla Walla County Purchasing Policy, section 2, subsection a.

Security

Adding these units will provide staff with a formal way to alert authorities to a potential life-threatening event as well as let other co-workers know of an imminent threat. The system is highly configurable and can meet the many needs of the County Offices and Departments.

Access

N/A

Benefits

This panic button solution provides many advantages over our current and very old system. It is cost effective; it is very configurable, and it is adaptable to meet all the needs of the County. This solution will also provide the County with a path forward for future upgrades and updates.

*****Authority to Execute Related Agreements Sought**

Yes

Conclusion/Recommendation

Recommend approval to purchase 20 panic buttons for county offices and departments and designate which budget line to pay for the panic buttons.

Submitted By

Disposition

___ Approved

Chad Goodhue Technology Services 09/05/2022

___ Approved with modifications

___ Needs follow up information

___ Denied

*****Authority to Execute Related Agreements**

___ Approved

___ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

___ Modification

___ Follow Up



Quicklert Inc.
P. O. Box 20230
Indianapolis Indiana 46220
U.S.A
800-789-1034

QUOTE

Bill To
Walla Walla County Technology
Walla Walla County Technology Ship To
Services
315 W Main St.
Room 101
Walla Walla, WA 99362
United States

Quote# EST-001295
Quote Date November 16, 2021
Expiry Date December 31, 2021
Sales Rep Georgina Brown

Ship To
Walla Walla County Technology
Walla Walla, WA
United States

Item	Description	Qty	MSRP	Discount	Partner Pricing
QL-Panic Button USB	USB-Based Panic Button, connected to a PC	20.00	215.00	20.00%	3,440.00
QL-QBOX-ConneCTab	One (1) QBOX ConneCTab tablet with associated software	1.00 Each	949.00	20.00%	759.20
QL-QBOX ConneCTab Subscription	Annual Subscription of ConnectView software service for ConneCTab	1.00 Annual	99.00	100.00%	0.00
QL-Software Upgrade	Upgrade existing configuration to the latest software build required for new hardware	1.00	2,600.00	100.00%	0.00
QL-Deployment Services	Deployment services for mobile clients, panic buttons or hardware	1.00	2,995.00	50.00%	1,497.50
Mobile clients will be provided using excess/unused licenses currently in place. 20 USB panic buttons are provided. One (1) ConneCTab is provided for testing.				Sub Total	5,696.70
				Total	\$5,696.70

PLEASE NOTE OUR NEW REMITTANCE ADDRESS EFFECTIVE IMMEDIATELY:
Quicklert, Inc.
P. O. Box 20230
Indianapolis, IN 46220

Terms & Conditions

Please update our records with the new Remittance Address:
Quicklert, Inc.
P. O. Box 20230
Indianapolis, IN 46220

PLEASE NOTE OUR NEW REMITTANCE ADDRESS EFFECTIVE IMMEDIATELY:
Quicklert, Inc.
P. O. Box 20230
Indianapolis, IN 46220

COUNTY COMMISSIONERS (Continued)

- j)** Discussion/action re setting the 2022 Final Docket (Application CPA22-001/REZ22-001 (continued from September 6, 2022)
- k) Action Agenda Items:**
 - 1) Resolution - Establishing the Final Docket for the 2022 County Comprehensive Plan and Development Regulations Amendment Cycle
- l)** Miscellaneous business to come before the Board
- m)** Review reports and correspondence; hear committee and meeting reports
- n)** Review of constituent concerns/possible updates re: past concerns



Walla Walla County Community Development Department

310 W. Poplar Street, Suite 200, Walla Walla, WA 99362 / 509-524-2610 Main

To: Board of County Commissioners
From: Lauren Prentice, Director
Date Prepared: August 31, 2022
Agenda Date: September 6, 2022
RE: **Presentation of the Planning Commission's recommendation on non-County Preliminary Docket Application (1): Andrew Landram Hanson Loop Rural Rezone Applications – CPA22-001/REZ22-001**

Docketing Process for Annual Amendments

The purpose of the Preliminary Docket is to review the amendments based on initial, general criteria, staff and the Planning Commission does not complete a thorough technical analysis of the merits for each of the applications until the Final Docket.

Once the Final Docket is established by the Board of County Commissioners, the non-County Comprehensive Plan and development regulations amendments on the Final Docket will be reviewed pursuant to Walla Walla County Code (WWCC) Sections 14.10.070 and 14.15.070, including environmental analysis under the State Environmental Policy Act (SEPA). Later a public information meeting will be held, followed by possible workshops, and required public hearings with the Planning Commission and the Board of County Commissioners.

There is only one non-County application on the 2022 Preliminary Docket. The Planning Commission recommended unanimously that this application be moved to the Final Docket.

Summary of Application

The Andrew Landram proposal is a site-specific map amendment would amend Comprehensive Plan and Zoning map designations of two properties located generally at 3296 Hanson Loop Road, totaling 10-acres, from Rural Agriculture 5-acres to land use designation Rural Residential 2-5-acres (Burbank RAC). Zoning proposed is Rural Residential 2-acres (RR-2). APN 310817510092, 310817510093.

Attachments and background materials

1. Planning Commission Resolution 22-01
2. August 3, 2022, Planning Commission Staff Report with attachments
3. CPA22-001 Comprehensive Plan Amendment Application
4. REZ22-001 Rezone Application
5. SEPA Environmental Checklist

Planning Commission Recommendation

The Planning Commission voted unanimously to recommend that the Board of County Commissioners to move this to the Final Docket.

Public and Agency Comments

Only the applicant spoke during the Planning Commission public hearing; there was no public comment. No agency comments have been submitted; typically, local and state agencies participate in the Final Docket and SEPA review process.

BOCC Review

Per WWCC 14.10.060.E and 14.15.060.E the BOCC may adopt the planning commission's recommended Final Docket (containing only the Andrew Landram application) without a public hearing. Alternatively, if a majority of the BOCC decides that they want to consider NOT moving the application to the Final Docket, the Board must first schedule and conduct a public hearing.

WALLA WALLA COUNTY PLANNING COMMISSION RESOLUTION NUMBER 22-01

Proposals: Comprehensive Plan Land Use Map Amendment and Rezone, Landram Hanson Loop Rural Rezone Applications – CPA22-001/REZ22-001

WHEREAS, the following site-specific applications were made by a member of the public to request amendments to the Walla Walla County Development Regulations and Comprehensive Plan during the 2022 amendment cycle:

1. CPA22-001/ZCA22-001 – Andrew Landram Comprehensive Plan and Zoning Code Amendments

Application to amend the Comprehensive Plan and Zoning map designations of two properties generally located at 3296 Hanson Loop Road, totaling 10-acres. The land use designation will be changed from Rural Agriculture 5-acres to Rural Residential 2-5 acres (Burbank RAC). The zoning change will be changed from Rural Agriculture 5 (RA-5) to Rural Residential-2 (RR-2) zoning district. APN Numbers 310817510092 and 310817510093.

WHEREAS, on March 29, 2022, an application by Andrew Landram was submitted to the Community Development Department.

WHEREAS, on July 6, 2022, the Planning Commission held a public workshop to review and discuss the proposal.

WHEREAS, on August 3, 2022, the Planning Commission held a public hearing to consider the proposal and whether it should be included in the 2022 Final Docket; and

WHEREAS, members of the general public were notified of the public hearing and had the opportunity to provide written and oral testimony; and

WHEREAS, no written or oral testimony was received by members of the public; only the applicant spoke during the public hearing; and

WHEREAS, the Planning Commission considered the application based on the applicable criteria listed in Title 14 of Walla Walla County Code:

WWCC Section 14.10.060D.3 – Comprehensive Plan Amendment Criteria

- a. Need
- b. Urgency
- c. Appropriateness

WWCC Section 14.15.060D.3 – Development Regulation Amendment Criteria

- a. The amendment is consistent with the comprehensive plan;
- b. The amendment is consistent with other development regulations, unless accompanied by amendments to such other development regulations; and
- c. The amendment is appropriate for consideration at this time.

WHEREAS, the Planning Commission voted unanimously, to recommend that the Board of County Commissioners include the applications submitted by Andrew Landram (CPA22-001 and REZ22-

001) on the 2022 Development Regulations Amendments Final Docket, based on the criteria contained in Walla Walla County Code Sections 14.10.060D.3 and 14.15.060D.3; and

BE IT RESOLVED, by the Walla Walla County Planning Commission that it makes the following conclusions:

1. There is sufficient need, urgency, and appropriateness to include the proposal by Andrew Landram (CPA22-001/REZ22-001) on the Final Docket (WWCC 14.10.060D.3). Consideration of the applications on the Final Docket would allow the County to possibly rezone property such that there is more rural land that can be divided, thereby potentially increasing rural residential development capacity in the County, which may be needed. As well, this property is directly adjacent to a large area zoned RR-2; it's appropriate to consider RR-2 for this property as well.
2. The rezone application meets in the rezone Preliminary Docket criteria in WWCC 14.15.060D.3 in that it is appropriate to consider at this time alongside the Comprehensive Plan amendment application that it accompanies. The proposed rezone would implement the proposed land use map amendment. The proposed zoning (RR-2) is one of the implementing zones for the Rural Residential 2-5 acre (Burbank Rural Activity Center) land use designation per the Comprehensive Plan. If the rezone is not considered now, and the Comprehensive Plan amendment were approved, a rezone would have to be considered later in order to implement the land use change.

BE IT FURTHER RESOLVED, by the Walla Walla County Planning Commission that the Commission recommends to the Board of County Commissioners the following:

- Include the following non-County applications on the 2022 Development Regulations and Comprehensive Plan Amendment Final Docket based on the criteria contained in Sections 14.15.060 and 14.10.060.
 - CPA22-001/ZCA22-001 (Andrew Landram Hanson Loop Rural Rezone)

Signed:

Antionette Rudnick

Antionette Rudnick, Chair
Walla Walla County Planning Commission

8/11/2022

Date



Walla Walla County Community Development Department

310 W. Poplar Street, Suite 200, Walla Walla, WA 99362 / 509-524-2610 Main

To: Walla Walla County Planning Commission
From: Lauren Prentice, Community Development Director
Prepared: July 28, 2022
Meeting Date: August 3, 2022
RE: **Public Hearing Agenda Item No. 1 – Landram Hanson Loop Rural Rezone.
Docket No. CPA22-001/REZ22-001**

Background

The application was received by the Community Development Department on November 30, 2017. It would amend Comprehensive Plan and Zoning map designations of two properties located generally at 3296 Hanson Loop Road, totaling 10-acres, from Rural Agriculture 5-acres to land use designation Rural Residential 2-5-acres (Burbank RAC). Zoning proposed is Rural Residential 2-acres (RR-2). APN 310817510092, 310817510093.

No public comment on this application has been received.

Staff Conclusion

Community Development Department (CDD) staff concludes that the proposed amendments meet the Community Development Department's review criteria in WWCC 14.15.060C/14.10.060C and the Planning Commission's review criteria in WWCC 14.15.060D.3/14.10.060D.3.

Staff Recommendation

Staff recommends that the applications, docket numbers CPA22-001/REZ22-001 be considered for inclusion into the County's 2022 Final Docket.

Motion Option 1

"I move that the Planning Commission concur with the findings of fact and conclusion of law in docket number CPA22-001/REZ22-001 and recommend to the Board of County Commissioners that the applications by Andrew Landram be included in the County's 2022 Final Docket."

Motion Option 2 (denial)

"I move that the Planning Commission concur with the findings of fact and conclusion of law in docket number CPA22-001/REZ22-001 and recommend to the Board of County Commissioners that the applications by Andrew Landram NOT be included in the County's 2022 Final Docket."

Attachments

- A. Comprehensive Plan Amendment Process – Walla Walla County Code Section 14.10.060 – Preliminary docket – Adoption of final docket
- B. Development Regulations Amendment Process – Walla Walla County Code Section 14.15.060 – Preliminary docket – Adoption of final docket
- C. Notice of Public Hearing and Certificate of Notification

Application materials and other documents available online and in prior meeting packets.

Analysis and Summary of the Proposal

The proposal would amend the land use and zoning for parcels 310817510092 and 310817510093 at 3296 Hanson Loop Road. These parcels are currently zoned Rural Agriculture 5-acres (RA-5) and they are primarily surrounded by rural land zoned RR-2 (yellow) as well as Public Reserve and Agricultural Residential 10-acres. The proposed Comprehensive Plan amendments would affect maps LU-1, LU-2, and BSA-1.



When considering whether to recommend this move on to the Final Docket, the Planning Commission can consider both the details of the application as well as the purpose of the proposed amendments. A decision to move it to the Final Docket is not a decision to approve it as presented. During their deliberations, after closing the public hearing, the Planning Commission should make findings and conclusions related to these criteria for inclusion in their resolution and recommendations to the Board of County Commissioners.

Comprehensive Plan Amendment Criteria for Preliminary Docket

Below is WWCC Sections 14.10.060C and 14.10.060D.3 which lists the criteria the Community Development Department and Planning Commission shall base their recommendations.

- **Criteria: Need.**
Staff Discussion: The application states that this rezone is needed to provide additional housing capacity.
- **Criteria: Urgency.**
Staff Discussion: The application states that there is an urgent need to consider this rezone due to an ongoing housing shortage.
- **Criteria: Appropriateness.**
Staff Discussion: The application states that it is appropriate to move this application to the Final Docket and consider the rezone because the lots are adjacent to the Westbourne Acres housing development and the proposed rezone would allow for rural development consistent with these existing uses. Per the applicant: "This proposed amendment is also in line with the county wide goals and planning policies of promoting: development while maintaining rural character, a variety of rural densities and housing choices, buffering uses, infrastructure and services consistent with rural goals, and rural economic vitality."

Development Regulations (Rezone and Zoning Code Text Amendments) Review Criteria for Preliminary Docket

Below is WWCC Sections 14.15.060C and 14.15.060D,3 which lists the criteria the Community Development Department and Planning Commission shall base their recommendations.

- **Criteria:** The amendment is consistent with the comprehensive plan; and
Staff Discussion: The proposed rezone is consistent with the Comprehensive Plan amendment application that it accompanies. The proposed zoning (RR-2) is one of the implementing zoning districts listed in the Comprehensive Plan for the proposed land use designation (Rural Residential 2-5-acres – Burbank RAC).
- **Criteria:** The amendment is consistent with other development regulations, unless accompanied by amendments to such other development regulations; and
Staff Discussion: The purposes of the current and proposed zoning districts are set in WWCC 17.12.040; it does not appear that the proposal is inconsistent with the purpose of the Rural Residential district, which is very similar to the Rural Agriculture purpose.

***F. Rural Agriculture.** The primary purpose of this district is to accommodate smaller scale farming activity, and limited agricultural production on medium-sized rural lots. Limited residential and recreational uses also should be accommodated. In determining the appropriate implementing zoning district, factors such as the following should be considered; historic platting patterns, road access, floodplain locations, land availability, and the surrounding built densities.*

***H. Rural Residential.** The purpose of this district is to provide a transition or a buffer between existing rural developments and areas of higher densities and higher or lower densities in the Burbank Rural Activity Center. Land in this district typically is too far from an urban area to enable cost-effective provision of public services at this time. Typical uses include small-scale forms, dispersed single-family homes, recreation, and other uses that do not require urban services. Within the Burbank Rural Activity Center limited recreational and community-oriented cultural uses are allowed.*

- **Criteria:** The amendment is appropriate for consideration at this time.
Staff Discussion: The application was submitted prior to the 2022 application deadline.

Findings of Fact

1. On March 29, 2022, a Comprehensive Plan amendment application (CPA22-001), a rezone application (REZ22-001), and a SEPA Environmental Checklist (SEPA22-011) were submitted to the Community Development Department by the City of College Place.
2. On June 1, 2022, the Planning Commission reviewed the application materials in workshop at their regular public meeting.
3. On July 6, 2022, the Planning Commission reviewed the application materials in workshop at their regular public meeting.
4. On July 22, 2022, a Notice of Public Hearing was posted on the Community Development Department website.
5. On July 22, 2022, the notice was distributed to parties of record and property owners within 500-feet of the site.
6. On July 24, 2022, the notice was published in the Walla Walla Union Bulletin and Tri-City Herald.

7. On July 28, 2022, the notice was published in The Times (Waitsburg).

Conclusion of Law

1. The proposed amendments have been reviewed pursuant to Walla Walla County Code Section 14.15.060 and 14.10.060 as described in the August 3, 2022 Staff Report.

ATTACHMENT A

Comprehensive Plan Amendment Process

14.10.060 - Preliminary docket—Adoption of final docket.

- A. **Required Information.** The community development department shall compile a preliminary docket of proposed amendments. The preliminary docket shall include at least the following information for each proposed amendment:
 - 1. Docket number; and
 - 2. Name and address of the person or agency proposing the amendment; and
 - 3. Type of amendment and summary of the proposed amendment; and
 - 4. Date of application; and
 - 5. Address or section, township and range of the location of the amendment, if applicable.
- B. **Available for Public Review.** The community development department shall keep the preliminary docket available for public review during normal business hours.
- C. **Community Development Department Review.** After compiling the preliminary docket, the director shall review the suggested amendments and prepare a staff report to the planning commission recommending which proposed amendments should be placed on the final docket. The staff report shall address the need and appropriateness of each proposed amendment and its compliance with the applicable annual review criteria in Section 14.10.015
- D. **Planning Commission Review.** All proposed amendments shall be reviewed and assessed by the planning commission, which shall make a recommendation to the board of county commissioners after considering the staff report prepared by the director.
 - 1. **Workshop Meeting.** The planning commission may first review the recommendations of the director in a workshop meeting(s).
 - 2. **Public Hearing.** The planning commission shall conduct a public hearing on the proposed amendments on the preliminary docket as set forth in Sections 14.09.065 and 14.09.070 of this title.
 - 3. **Recommendations.** Following the hearing, the planning commission shall make a recommendation to the board of county commissioners on each proposed amendment as to whether or not the amendment should be placed on the final docket. The planning commission's recommendation shall be based upon the perceived need, urgency and appropriateness of each proposed amendment and its compliance with the applicable annual review criteria in Section 14.10.015
- E. **Board of County Commissioner's Decision—Adoption of Final Docket.**
 - 1. **Review and Decision Process.** The board of county commissioners shall review and consider the planning commission's report and recommended final docket at a regularly scheduled commissioner's meeting. The board of county commissioners may adopt the planning commission's recommended final docket without a public hearing; however, in the event that a majority of the board of county commissioners decides to add or subtract proposed amendments, it shall first conduct a public hearing as set forth in Sections 14.09.065 and 14.09.070 of this title.
 - 2. **Effect of Final Adopted Docket.** The decision of the board of county commissioners to adopt the final docket does not constitute a decision or recommendation that the substance of any recommended amendment should be adopted. No additional amendments shall be considered after adoption of the final docket for that year except for exceptions as set forth in Section 14.10.030 or amendments initiated by a majority vote of the board of county commissioners.

ATTACHMENT B

Development Regulations Amendment Process

14.15.060 - Preliminary docket—Adoption of final docket.

- A. **Required Information.** The community development department shall compile a preliminary docket of proposed amendments. The preliminary docket shall include at least the following information for each proposed amendment:
 - 1. Docket number; and
 - 2. Name and address of the person or agency proposing the amendment; and
 - 3. Summary of the proposed amendment; and
 - 4. Date of application; and
 - 5. Address or section, township and range of the location of the amendment, if applicable.
- B. **Available for Public Review.** The community development department shall keep the preliminary docket available for public review during normal business hours.
- C. **Community Development Department Review.** After compiling the preliminary docket, the director shall review the suggested amendments and prepare a staff report to the planning commission recommending which proposed amendments should be placed on the final docket. The staff report shall address the following criteria:
 - 1. The amendment is consistent with the comprehensive plan; and
 - 2. The amendment is consistent with other development regulations, unless accompanied by amendments to such other development regulations; and
 - 3. The amendment is appropriate for consideration at this time.
- D. **Planning Commission Review.** All proposed amendments shall be reviewed and assessed by the planning commission, which shall make a recommendation to the board of county commissioners after considering the staff report prepared by the director.
 - 1. **Workshop Meeting.** The planning commission may first review the recommendations of the director in a workshop meeting(s)
 - 2. **Public Hearing.** The planning commission shall conduct a public hearing on the proposed amendments on the preliminary docket as set forth in Sections 14.09.065 and 14.09.070 of this title.
 - 3. **Recommendations.** Following the hearing, the planning commission shall make a recommendation to the board of county commissioners on each proposed amendment as to whether or not the amendment should be placed on the final docket. The planning commission's recommendation shall be based upon the following criteria:
 - a. The amendment is consistent with the comprehensive plan; and
 - b. The amendment is consistent with other development regulations, unless accompanied by amendments to such other development regulations; and
 - c. The amendment is appropriate for consideration at this time.
- E. **Board of County Commissioner's Decision—Adoption of Final Docket.**
 - 1. **Review and Decision Process.** The board of county commissioners shall review and consider the planning commission's report and recommended final docket at a regularly scheduled commissioner's meeting. The board of county commissioners may adopt the planning commission's recommended final docket without a public hearing; however, in the event that a majority of the board of county commissioners decides to add or subtract proposed amendments, it shall first conduct a public hearing as set forth in Sections 14.09.065 and 14.09.070 of this title.
 - 2. **Effect of Final Adopted Docket.** The decision of the board of county commissioners to adopt the final docket does not constitute a decision or recommendation that the substance of any recommended amendment should be adopted. No additional amendments shall be considered after adoption of the final docket for that year except for exceptions as set forth in Section 14.15.030

WALLA WALLA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
310 W Poplar St., Suite 200
Walla Walla, WA 99362
509-524-2610

Submit documents to: permits@co.walla-walla.wa.us

COMPREHENSIVE PLAN AMENDMENT APPLICATION

Application deadline: March 31, 2022 at 5:00 pm

NOTES FOR 2022:

Rezoning that do not correspond with proposed Land Use Plan map amendments will not be considered as Comprehensive Plan Amendment applications but will be considered a development regulation amendment subject to applicable requirements of Walla Walla County Code Title 14.

Prior to application submittal you are strongly encouraged to schedule a preapplication meeting via Cisco Webex, which is an opportunity to meet with staff to informally discuss the proposal, application requirements, fees, the review process and schedule, and applicable development standards, plans, policies, and laws.

If you are submitting more than one amendment request, fill out a separate application for each request.

Applicant

Name: Andrew Landram

Mailing address: PO Box 6914

City: Kennewick

State: WA

Zip: 99336

Phone: 509-939-5538

Email: drewlandram@hotmail.com

Applicant's Representative (optional)

Name: Jennifer Ssebaggala

Mailing address: PO Box 6914

City: Kennewick

State: WA

Zip: 99336

Phone: 360-561-8582

Email: js.work360@gmail.com

***Note: Signatures from the applicant and each property owner required on Page 4 (WWCC 14.07.025B(9)).**

Type of Proposed Amendments

☒ Type of proposed amendment (circle one):

Text

Policy

Map

☒ Is this application accompanied by application(s) for development regulations amendments (rezone or zoning code text amendment) necessary to implement the proposed Comprehensive Plan amendment (circle one)? **Yes** or No

Text and Policy Amendments	
Brief description of the proposed text or policy amendments <i>* detailed statement will be required – see the Submittal Checklist on Page 4.</i>	Amend the land use designation of the applicant's two parcels located on Hanson Loop Road from Rural Agriculture to Rural Residential and rezone the parcels from RA-5 to RR-2 for the opportunity for additional housing.
Comprehensive Plan page(s) that would be effected.	Map LU-1 Map LU-2 Map BSA-1

Map Amendments		
Site address and/or general description of the area	3296 Hanson Loop Rd and the adjacent parcel to the southeast toward Casey Pond.	
12-digit Assessor's parcel numbers (site-specific amendments only)	<u>3 1 - 0 8 - 1 7 - 5 1 - 0 0 9 2</u> <u>3 1 - 0 8 - 1 7 - 5 1 - 0 0 9 3</u>	_____ _____
Size of the of the property/area that would be affected	10 total acres (each parcel is 5 acres)	
Current Land Use Designation	Rural Agriculture	
Proposed Land Use Designation	Rural Residential	
Current Zoning	Rural Agriculture 5 (RA-5)	
Proposed Zoning <i>*rezone application will also be required.</i>	Rural Residential 2 (RR-2)	
Is the subject property within an Urban Growth Area (UGA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, specify which UGA: <input type="checkbox"/> Walla Walla <input type="checkbox"/> College Place <input type="checkbox"/> Waitsburg <input type="checkbox"/> Prescott <input type="checkbox"/> Burbank <input type="checkbox"/> Attalia Industrial UGA		

Property Owner Information (site specific map amendments only)

Name: Landram Living Trust (Andrew Landram, Trustee)Mailing address: PO Box 6914City: KennewickState: WAZip: 99336Phone: 509-939-5538Email: drewlandram@hotmail.comName: Landram Living Trust (Susan Landram, Trustee)Mailing address: PO Box 6914City: KennewickState: WAZip: 99336Phone: 509-939-7005Email: susanlandram@gmail.com

Name: _____

Mailing address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Email: _____

Name: _____

Mailing address: _____

City: _____

State: _____

Zip: _____

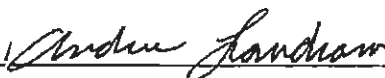
Phone: _____

Email: _____

The signature of each applicant or the applicant's representative, and each property owner if different than the applicant(s), is required per WWCC 14.07.025.

(We) (I) certify that the information furnished within this application, including all submittals and attachments, is true and correct to the best of (my) (our) knowledge, and understand that additional conditions may be placed on the permit if it is approved. Attach additional page if needed (for five or more signatures).

Andrew Landram



1/3/26/22

☒ Owner

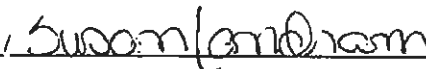
Printed Name

Signature

Date

☐ Applicant

Susan Landram



1/3-26-2022

☒ Owner

Printed Name

Signature

Date

☐ Applicant

Printed Name

Signature

Date

☐ Owner☐ Applicant

Printed Name

Signature

Date

☐ Owner☐ Applicant

Printed Name

Signature

Date

☐ Owner☐ Applicant

COMPLETE SUBMITTAL CHECKLIST

Application Deadline: March 31, 2022 at 5:00 pm

Submittal Requirements

The following must be submitted with this completed form for the application to be complete. Applications that are incomplete (i.e., that do not include all the information required below) will not be accepted.

- ☐ An electronic copy
- ☐ Application fee: \$3,750, plus 3% technology fee, \$3,862.50 payable to Walla Walla County (If the application is not placed on the final docket, \$3,250 will be refunded.)
- ☐ SEPA Environmental Checklist (only Section A: Background, Section C: Signature and Section D: Supplemental Sheet for Nonproject Actions must be completed)
- ☐ SEPA Review fee: \$570.00, plus 3% technology fee, \$587.10, payable to Walla Walla County.
- ☐ Exhibit A: detailed written summary of proposed amendments. Must be labeled as "Exhibit A" and attached to application form.

Additional Requirements for Map Amendments - attach and label as follows

☐ Exhibit B: an explanation of how the proposal meets the criteria in the following sections of the Walla Walla County Code. The written statement must address each of these criteria and should specifically respond to each item in this sections as required by the type of amendment. See attached. A MS Word document with these criteria is available online and can be used to generate Exhibit B.

- ☐ WWCC 14.10.015
- ☐ WWCC 14.10.060D.3 (perceived need, urgency, and appropriateness)
- ☐ WWCC 14.10.070B.3.
- ☐ Section 14.10.070B.4 – site specific map amendments only
- ☐ Section 14.10.070B.5 – Urban Growth Area amendments only

- ☐ Exhibit C: vicinity map depicting the location of the property. Must be dated and signed by the applicant.
- ☐ Exhibit D: legal description and notarized signature of one or more property owners.

Additional Requirements for Text or Policy Amendments - attach and label as follows

☐ Exhibit B: an explanation of how the proposal meets the criteria in the following sections of the Walla Walla County Code. The written statement must address each of these criteria and should specifically respond to each item in these sections as required by the type of amendment. See attached. A MS Word document with these criteria is available online and can be used to generate Exhibit B.

- ☐ WWCC 14.10.015
- ☐ WWCC 14.10.060D.3 (perceived need, urgency, and appropriateness)
- ☐ WWCC 14.10.070B.3
- ☐ Section 14.10.070B.5.a – Urban Growth Area amendments only

I hereby state that the checked items are included in my application packet. I understand that errors or omissions may result in delay of application review. If all items are not submitted together, in a complete application packet, by March 31, 2022, the application will not be considered in 2022.

Applicant Signature:

Andrew R. Rasmussen

Date:

3/26/22

Exhibit A

RE: Comprehensive Plan Amendment Application for Andrew Landram (Landram Living Trust) to change the land use designation and zoning for adjacent parcel #'s 31-08-17-51-0092 and 31-08-17-51-0093 located on Hanson Loop Road from Rural Agriculture 5 (RA-5) to Rural Residential 2 (RR-2).

This proposal is for a site-specific map amendment request and will require changes to Walla Walla County Land Use Maps LU-1, LU-2 and BSA-1 to assign Rural Residential 2 to two adjacent lots owned by Landram Living Trust at 3296 Hanson Loop Road (APN 310817510092 and 310817510093) in Burbank.

EXHIBIT B

Note: As noted on the Submittal Checklist on Page 4 of the application, depending on the type of application (policy, text, map amendment, or UGA map amendment), certain criteria will not apply. Provided detailed responses to applicable criteria. A MS Word document with these criteria is available online.

1. **Explain how the proposed amendment complies with the criteria in the Walla Walla County Code Section 14.10.015, which identifies the types of applications that may be considered.**

Response: The proposed amendment complies with Walla Walla County Code Section 14.10.015C.5. It is a site-specific land use map amendment that does not require substantive changes to existing policy language and that does not alter the Burbank UGA or Rural Activity Center boundaries.

2. **Explain how the proposed amendment complies with the criteria in Walla Walla County Code Section 14.10.060D.3 regarding the perceived need, urgency and appropriateness of the proposed amendment.**

Response: There is a need and urgency to consider this amendment in order to provide additional residences to address the current housing shortage. The lots are bordered on the northeast by the Westbourne Acres housing development and amending these two lots from Rural Agriculture 5 to Rural Residential 2 will allow for more housing options while maintaining the rural aspect of the area and providing a transition between the existing rural agriculture land use and areas of higher density. This will also result in an increased tax base for these lots.

The proposed amendment is in compliance with the applicable review criteria in Section 14.10.015 of the Walla Walla County Code and is an already-established land use designation in the Burbank Rural Activity Center in which the property is located, making the requested Land Use Designation amendment from Rural Agriculture 5 to Rural Residential 2 appropriate.

3. **Explain how the proposed amendment complies with criteria in Walla Walla County Code Section 14.10.070B.3.**

- a. *The proposal meets a definable public need;*

Response: The proposal meets a definable public need by providing small residential acreages (bigger lots) while maintaining a buffer between rural and resource lands with higher density areas; and

- b. *The public need was not recognized in the existing comprehensive plan due to:*
 - 1) *A change in circumstances in the community not anticipated or contemplated when the applicable section(s) of the comprehensive plan was last adopted; or*
 - 2) *An error in development of the comprehensive plan as it currently exists; and*

Response: the public need was not recognized in the existing comprehensive plan under provision (1), a change of circumstances. When the existing plan was created it was estimated that Burbank's population would increase by approximately 120 people by 2038, it was also noted that "population estimates are inexact and adjustments to these figures will be made periodically as a part of the County's process for monitoring growth and land uses consistent with the requirements of the GMA" (section 12.2.4). The unexpected growth of the area would therefore be a change of circumstance that would allow for an amendment to the land use designation in this case to increase housing while maintaining the rural aspect of the area.

- c. *The defined need conforms to the policy directives of the comprehensive plan and countywide planning policies; and*

Response: The proposed land use of this property (Rural Residential 2) is already established in the county's comprehensive plan for the county as well as for the Burbank Rural Activity Center and it is consistent with the comprehensive plan's vision for the Burbank community of providing a leisure living environment of bigger lots. This proposed amendment is also in line with the county wide goals and planning policies of promoting: development while maintaining rural character, a variety of rural densities and housing choices, buffering of uses, infrastructure and services consistent with rural goals, and rural economic vitality.

- d. *The proposed amendment does not require amendment of policies in other areas of the comprehensive plan except to resolve inconsistencies or unnecessary duplication among policies;*

Response: The proposed amendment does not require amendment of policies in other areas of the comprehensive plan and the Rural Residential land use designation has already been established for the county as well as allowable in the Burbank Rural Activity Center; and

- e. *The proposed amendment is consistent with the Growth Management Act (Chapter 36.70A RCW), any other applicable inter-jurisdictional policies or agreements, and any other state or federal laws.*

Response: This site-specific land use map amendment is consistent with the Growth Management Act as it does not qualify as a critical area and is consistent with the county's comprehensive plan which follows the GMA's guidelines.

4. **Explain how the proposed amendment complies with criteria in Walla Walla County Code Section 14.10.070B.4. (SITE SPECIFIC MAP AMENDMENTS)**

- a. *The subject parcel(s) is suitable for development under the requested land use designation and the zoning standards of one or more potential implementing zoning district(s);*

Response: The parcels of this proposed site-specific amendment to the land use map is physically suitable for the requested land use designation and the anticipated land use development including access, proximity to a higher density area, accessibility to utilities and public services; and

- b. *The proposed site-specific amendment will not create pressure to change the land use designation of other properties in the area;*

Response: The proposed amendment will not create pressure to change the land use designation of other properties in the area because the request is to change the land use to be more compatible with the existing land use designation of the land to the northeast of these lots and the growing population of the area; and

- c. *The proposed site-specific amendment does not adversely affect the adequacy of existing or planned public facilities and services in the immediate area or the applicable urban growth area.*

Response: The proposed site-specific amendment does not adversely affect the adequacy of existing or planned public facilities and services in the immediate area, it is adjacent to a well established public road (Hanson Loop Road) and will be served by electric and communications

utilities that already serve the neighboring development to the northeast. The proposed site-specific amendment is not in or adjacent to an urban growth area.

5. Explain how the proposed amendment complies with criteria in Walla Walla County Code [Section 14.10.070B.5.a.](#) (UGA MAP OR POLICY AMENDMENTS)

Response: Proposed amendment is not in or adjacent to an urban growth area (UGA)

- a. *For each proposed amendment to an urban growth area policy or land use map the planning commission shall consider the following information:*
- 1) *The 20-year population and/or employment projections for the county; and*
 - 2) *The extent to which the urban growth occurring within the county has located within each city and the unincorporated urban growth areas; and*
 - 3) *The allocation of projected county population and/or employment to the urban growth areas; and*
 - 4) *The buildable lands analysis for each urban growth area; and*
 - 5) *Existing urban growth area boundaries; and*
 - 6) *Other proposed changes affecting urban growth areas.*

6. Explain how the proposed amendment complies with criteria in Walla Walla County Code [Section 14.10.070B.5.b.](#) (UGA BOUNDARY MAP AMENDMENTS)

Response: Proposed amendment is not in or adjacent to an urban growth area (UGA)

- b. *For each proposed amendment to an urban growth area the planning commission shall recommend that a proposed amendment be approved, approved with modifications, or denied based on the review criteria in Section 14.10.070B.3 and Section 14.10.070B.4 if applicable, and the following additional criteria:*
- 1) *The proposed amendment necessitates:*
 - a. *Reallocation of population and/or employment within the county; and*
 - b. *Related map and/or boundary changes; or*
 - 2) *The proposed amendment requires modification of the map and/or boundary of one or more urban growth areas.*

Exhibit C: Vicinity Map

2/19/22, 3:47 PM

Google Maps

Google Maps Exhibit C: Vicinity Map



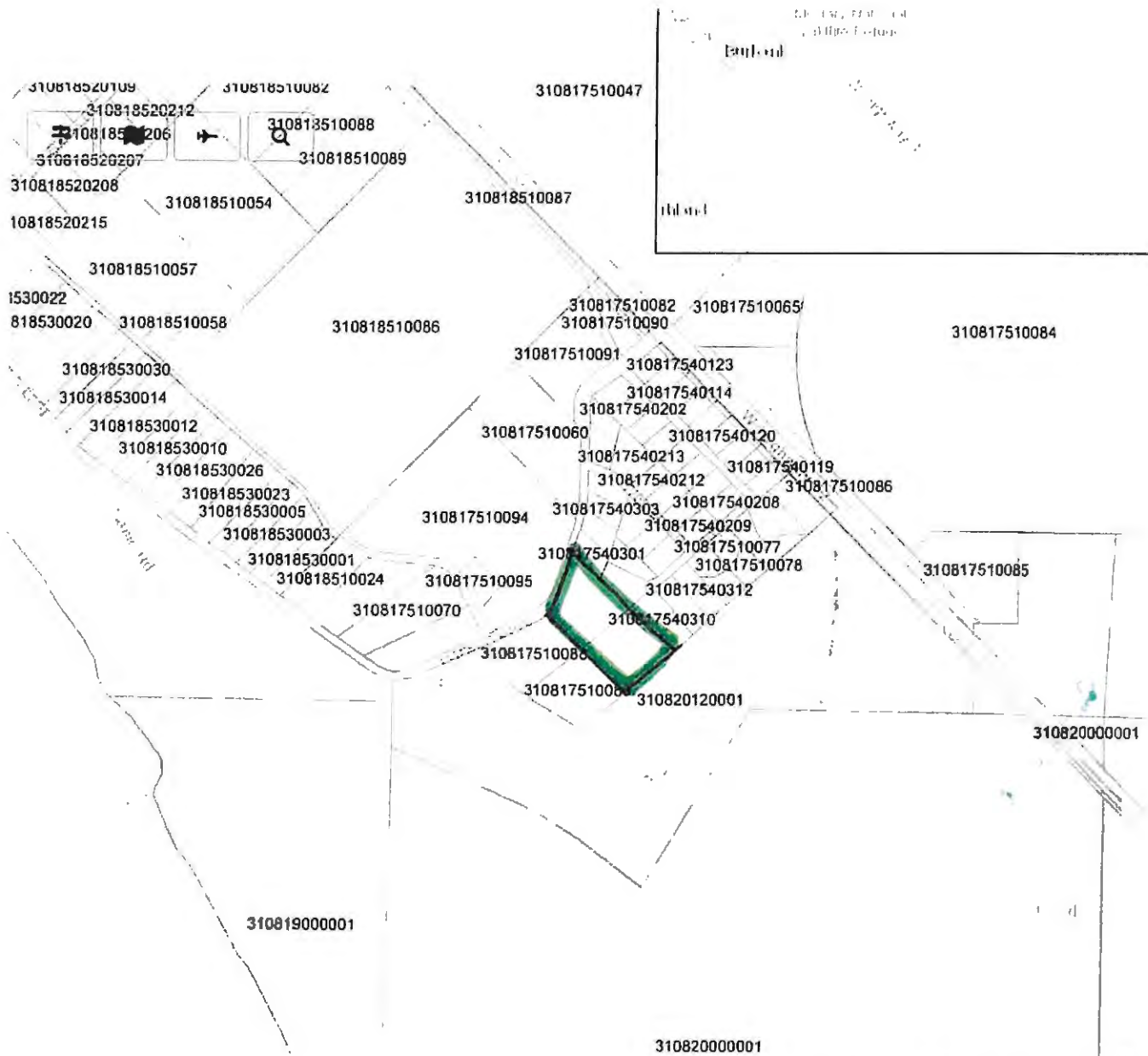
Imagery ©2022 Maxar Technologies, USDA Farm Service Agency, Map data ©2022 500 ft

3-26-2022 Susan Land Farm
3-26-2022 Andrew Land Farm

Exhibit C: Vicinity Map

3/22/22, 3:45 PM

Walla Walla County Map Search



3-26-2022 Susan Larcham
3-26-2022 Andrew Larcham

Exhibit D

RE: Comprehensive Plan Amendment Application for Landram Living Trust (Andrew and Susan Landram) to change the land use designation and zoning for parcel #'s 31-08-17-51-0092 and 31-08-17-51-0093 located on Hanson Loop Road from Rural Agriculture 5 (RA-5) to Rural Residential 2 (RR-2).

Legal Description (per Cindy in the Walla Walla County Assessor's office):

Parcel 31-08-17-51-0092

Walla Walla County Columbia Basin Project #3; Lot 1 of short plat book 4, page 293

Parcel 31-08-17-51-0093

Walla Walla County Columbia Basin Project #3; Lot 2 of short plat book 4, page 293

Property Owner's Signature:

Andrew Landram
Andrew Landram

Date: 3/28/2022

STATE OF WASHINGTON

COUNTY OF Thurston

I certify that I know or have satisfactory evidence that Andrew Landram signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

dated: 3/28/22

Angela Roberts
Angela Roberts
NOTARY PUBLIC, State of Washington

My appointment expires: 11/2/23



Property Owner's Signature:

Susan Landram
Susan Landram

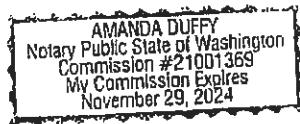
Date: 3-28-2022

STATE OF WASHINGTON

COUNTY OF Pierce

I certify that I know or have satisfactory evidence that Susan Landram signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

dated: March 28, 2022



Amanda Duffy

NOTARY PUBLIC, State of Washington

My appointment expires: 11/29/2024

WALLA WALLA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
310 W Poplar St., Suite 200
Walla Walla, WA 99362
509-524-2610

Submit documents to: permits@co.walla-walla.wa.us

REZONE APPLICATION
Site Specific or Area of General Applicability

NOTES FOR 2022:

Rezoning that does not correspond with proposed land use amendments will not be considered as Comprehensive Plan Amendment applications but will be considered as development regulation amendments subject to applicable requirements of Walla Walla County Code Title 14. Site specific rezonings can be considered outside of the annual docketing process.

Prior to application submittal you are required to schedule a virtual preapplication meeting, which is an opportunity to meet with staff to informally discuss the proposal, application requirements, fees, the review process and schedule, and applicable development standards, plans, policies, and laws.

If you are submitting more than one amendment request, fill out a separate application for each request.

Applicant

Name: Andrew Landram

Mailing address: PO Box 6914

City: Kennewick

State: WA

Zip: 99336

Phone: 509-939-5538

Email: drewlandram@hotmail.com

Applicant's Representative (optional)

Name: Jennifer Ssebagala

Mailing address: PO Box 6914

City: Kennewick

State: WA

Zip: 99336

Phone: 360-561-8582

Email: js.work360@gmail.com

***Note: Signatures from the applicant and each property owner required on Page 4 (WWCC 14.07.025B(9)).**

Type of Proposed Amendments

☒ Type of proposed map amendment (circle one): Site-Specific Area Text Amendment

☒ Is this application accompanied by application(s) for a Comprehensive Plan amendment (circle one) Yes or No

Summary of Amendments		
Site address and/or general description of the area	3296 Hanson Loop Rd and the adjacent parcel to the southeast towards Casey Pond.	
12-digit Assessor's parcel numbers (site-specific amendments only)	<u>3 1 - 0 8 - 1 7 - 5 1 - 0 0 9 2</u> <u>3 1 - 0 8 - 1 7 - 5 1 - 0 0 9 3</u>	____ - ____ - ____ - ____ - ____ ____ - ____ - ____ - ____ - ____
Size of the of the property/area that would be affected	10 total acres (each parcel is 5 acres)	
Current Land Use Designation	Rural Agriculture	
Proposed Land Use Designation <i>*CPA application will also be required.</i>	Rural Residential	
Current Zoning	RA-5	
Proposed Zoning	RR-2	
Is the subject property within an Urban Growth Area (UGA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, specify which UGA: Walla Walla <input type="checkbox"/> College Place <input type="checkbox"/> Waitsburg <input type="checkbox"/> Prescott <input type="checkbox"/> Burbank <input type="checkbox"/> Attalia Industrial UGA		

Property Owner Information (site specific map amendments only)Name: Landram Living Trust (Andrew Landram)Mailing address: PO Box 6914City: Kennewick State: WA Zip: 99336Phone: 509-939-5538 Email: drewlandram@hotmail.comName: Landram Living Trust (Susan Landram)Mailing address: PO Box 6914City: Kennewick State: WA Zip: 99336Phone: 509-939-7005 Email: susanlandram@gmail.com

Name: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Name: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

The signature of each applicant or the applicant's representative, and each property owner if different than the applicant(s), is required per VWCC 14.07.025.*(We) (I) certify that the information furnished within this application, including all submittals and attachments, is true and correct to the best of (my) (our) knowledge, and understand that additional conditions may be placed on the permit if it is approved. Attach additional page if needed (for five or more signatures).*

Andrew Landram

Printed Name

Signature

Date

☒ Owner
☐ Applicant

Susan Landram

Printed Name

Signature

Date

☒ Owner
☐ Applicant

Printed Name

Signature

Date

☐ Owner
☐ Applicant

Printed Name

Signature

Date

☐ Owner
☐ Applicant

Printed Name

Signature

Date

☐ Owner
☐ Applicant

COMPLETE SUBMITTAL CHECKLIST

Application Deadline: March 31, 2022 at 5:00 pm

Submittal Requirements

The following must be submitted with this completed form for the application to be complete. Applications that are incomplete (i.e., that do not include all the information required below) will not be accepted.

- ☐ An electronic copy
- ☐ Application fee: \$1,425, plus 3% application fee, \$1,4675.75 payable to Walla Walla County
- ☐ SEPA Environmental Checklist (only Section A: Background, Section C: Signature and Section D: Supplemental Sheet for Nonproject Actions must be completed)
- ☐ SEPA Review fee: \$570, plus 3% application fee, \$587.10 payable to Walla Walla County.
- ☐ Exhibit A: detailed written summary of proposed amendments. Must be labeled as "Exhibit A" and attached to application form.
- ☐ Exhibit B: an explanation of how the proposal meets the criteria in the following sections of the Walla Walla County Code. The written statement must address each of these criteria and should specifically respond to each item in these sections as required by the type of amendment. Must be labeled as "Exhibit B" and attached to application form.
 - ☐ WWCC 14.09.010B (site specific rezones only)
 - ☐ WWCC 14.15.060C (rezones of general applicability only)
 - ☐ WWCC 14.15.070B.3 (rezones of general applicability only)
- ☐ Exhibit C: vicinity map depicting the location of the property. Must be dated and signed by the applicant and labeled as "Exhibit C" and attached to application form.
- ☐ Exhibit D: legal description and notarized signature of one or more property owners. Must be labeled as "Exhibit D" and attached to application form.

I hereby state that the checked items are included in my application packet. I understand that errors or omissions may result in delay of application review. If all items are not submitted together, in a complete application packet, by March 31, 2022, the application will not be considered on the 2022 schedule.

Applicant Signature: Andrew Handman Date: 3/26/22

Exhibit A

RE: Rezone Application for Andrew Landram (Landram Living Trust) to change the zoning for adjacent parcel #'s 31-08-17-51-0092 and 31-08-17-51-0093 located on Hanson Loop Road from Rural Agriculture 5 (RA-5) to Rural Residential 2 (RR-2).

This proposal is to rezone 2 adjacent parcels owned by the applicant from RA-5 to RR-2. The lots are located in the Burbank Rural Activity Center at 3296 Hanson Loop Road (APN 310817510092 and 310817510093).

EXHIBIT B

Note: As noted on the Submittal Checklist on Page 4 of the application, depending on the type of application (site specific or general area rezone), certain criteria will not apply. Provided detailed responses to applicable criteria. A MS Word document with these criteria is available online.

1. **Explain how the proposal meets the following criteria of Walla Walla County Code Section 14.15.060C AND Section 14.15.070B,3. (ALL REZONE APPLICATIONS SUBMITTED DURING ANNUAL DEVELOPMENT REGULATION DOCKETING PERIOD)**
 1. *The amendment is consistent with the comprehensive plan; and*
 2. *The amendment is consistent with other development regulations, unless accompanied by amendments to such other development regulations; and*
 3. *The amendment is appropriate for consideration at this time; and*
 4. *The amendment meets a definable public need; and*
 5. *The amendment is in the long term interest of the county.*

Response:

1. The proposed zoning of this property (Rural Residential 2) is an already established rural zoning district included in the county's comprehensive plan for the Burbank Rural Activity Center, making this zoning district change appropriate and consistent with the comprehensive plan's vision for the Burbank community of providing a leisure living environment of bigger lots. This proposed amendment is also in line with the comprehensive plan's county wide goals and policies of promoting development while maintaining rural character, a variety of rural densities and housing choices, buffering of uses, infrastructure and services consistent with rural goals, and rural economic vitality; and
2. This amendment is site-specific and the proposed zoning (RR-2) has already been established in the county's comprehensive plan for the Burbank Rural Activity Center and does not require any changes or updates to any development regulations; and
3. The lots are bordered on the northeast by the Westbourne Acres housing development and amending these two lots from RA-5 to RR-2 will allow for more housing options while maintaining the rural aspect of the area and providing a transition between the existing rural agriculture land use and areas of higher density. The proposed amendment is an allowable rural zoning district for the Burbank Rural Activity Center, making this zoning amendment from RA-5 to RR-2 appropriate at this time; and
4. The proposal meets a definable public need by providing small residential acreages while providing a buffer between rural and resource lands with higher density areas; and
5. This proposed amendment is in the long-term interest of the county because it provides additional residences and will result in an increased tax base for these lots for the county.

2. Explain how the proposal meets the following criteria of Walla Walla County Code Section 14.09.010B. (SITE SPECIFIC REZONES)

1. *Is consistent with the goals and policies in the land use, rural and resource lands, and/or Burbank subarea plan elements of the comprehensive plan including the land use maps; and*

Response: The proposed land use of this property (Rural Residential 2) is one of the County's residential land use designations for the Burbank Rural Activity Center and it is consistent with the comprehensive plan's vision for the Burbank community of providing a leisure living environment of bigger lots. The proposed zoning district (RR-2) is an allowed rural zoning district for the Burbank Rural Activity Center which is where the property is located. This proposed amendment is in line with the comprehensive plan's goals and policies of promoting development while maintaining rural character, a variety of rural densities and housing choices, buffering of uses, infrastructure and services consistent with rural goals, and rural economic vitality.

2. *Is consistent with WWCC Title 16 Subdivisions, Title 17 Zoning, Title 18 Environment, the Walla Walla County Shoreline Master Program and other applicable land use laws and policies of Walla Walla County; and*

Response: This proposal is consistent with the requirements and has the capability to meet all of the requirements outlined by the above policies and laws with the exception of the Walla Walla County Shoreline Master Program which does not apply to this property.

3. *Is not materially detrimental to uses or property in the immediate vicinity of the proposed rezone and to the general public; and*

Response: This proposal will not result in a significant change of use for the property – the four additional residences it will provide will not have a material affect on the uses or property in the immediate vicinity or to the general public.

4. *Does not create excessive additional requirements at public cost for public facilities and services; and*

Response: The proposal does not create excessive additional requirements at public cost for public facilities or services because it is adjacent to a well-established public road (Hanson Loop Road) and will be served by electric and communications that already serve the neighboring development.

5. *Is warranted:*
 - a. *To achieve consistency with the comprehensive plan; or*
 - b. *To meet county population and/or employment projections because of a need for additional property in the proposed zoning district; or*
 - c. *Because there are changed conditions since the zoning in the area was adopted to warrant the proposed rezone. "Changed conditions" include public improvements, permitted private development or other conditions or circumstances affecting the subject property that have undergone substantial and*

material changes not anticipated or contemplated when the zoning and/or subarea plan was last adopted. "Changed conditions" do not include actions taken by the current or former property owners to facilitate a more intense development of the property.

Response: All three of the options listed above apply to this proposal because it would:
a) achieve consistency with the comprehensive plan and update the land use designation and zoning of this property to be the same as the properties to the immediate northeast,
b) meet a need for additional housing to meet county population growth and property need in the zoning district, and c) address the need for additional residences from the unexpected population growth in Burbank which is a "changed condition" from when the zoning in this area was adopted.

Exhibit C: Vicinity Map

2/19/22, 3:47 PM

Google Maps

Google Maps Exhibit C: Vicinity Map



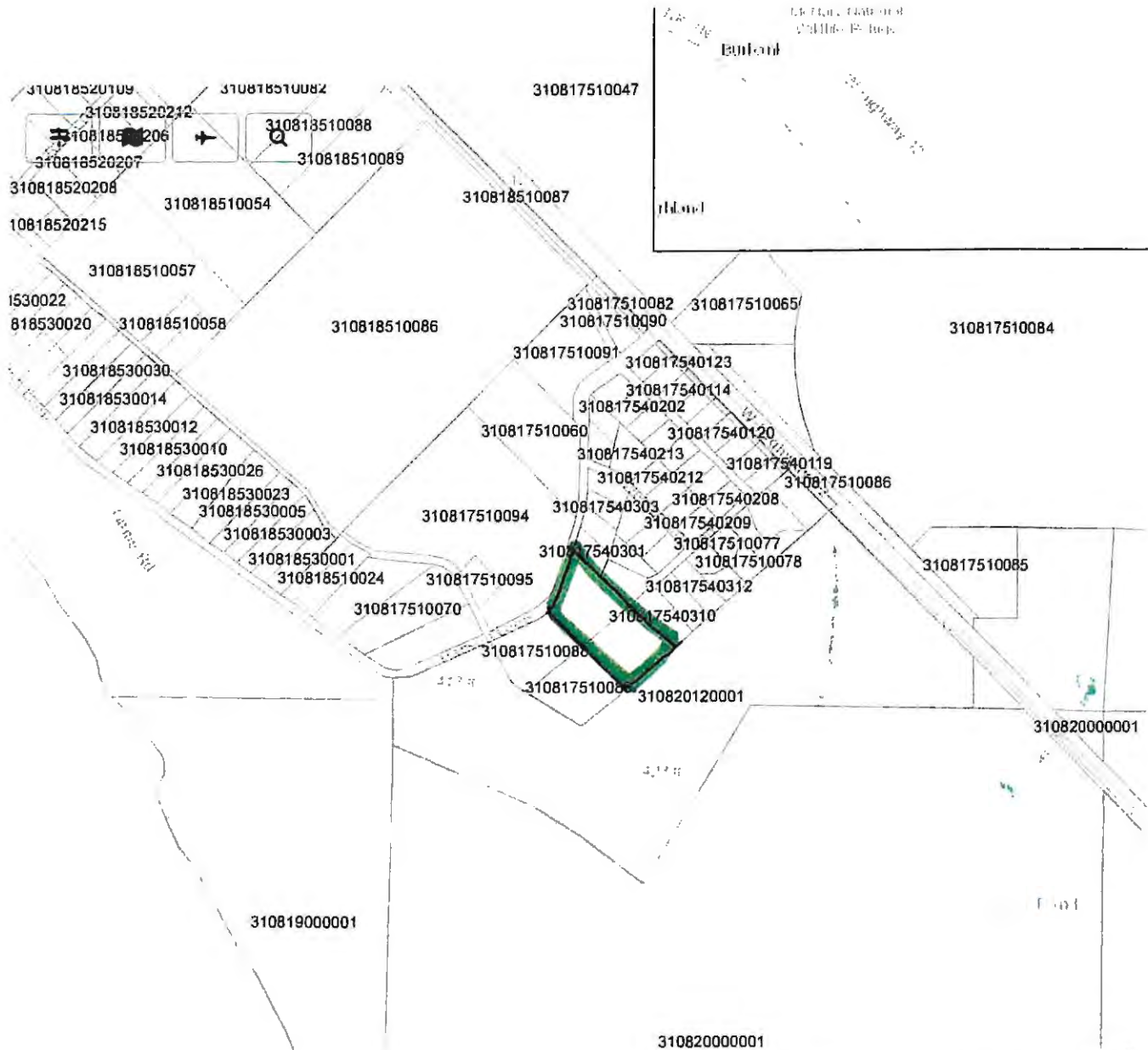
Imagery ©2022 Maxar Technologies, USDA Farm Service Agency, Map data ©2022 500 ft

3-26-2022 Susan Landrum
3-26-2022 Andrew Landrum

Exhibit C: Vicinity Map

3/22/22, 3:45 PM

Walla Walla County Map Search



3-26-2022 Susan Landham
3-26-2022 Andrew Landham

Exhibit D

RE: Rezone Application for Landram Living Trust (Andrew and Susan Landram) to change the zoning for parcel #'s 31-08-17-51-0092 and 31-08-17-51-0093 located on Hanson Loop Road from Rural Agriculture 5 (RA-5) to Rural Residential 2 (RR-2).

Legal Description (per Cindy in the Walla Walla County Assessor's office):

Parcel 31-08-17-51-0092

Walla Walla County Columbia Basin Project #3; Lot 1 of short plat book 4, page 293

Parcel 31-08-17-51-0093

Walla Walla County Columbia Basin Project #3; Lot 2 of short plat book 4, page 293

Property Owner's Signature:

Andrew Landram
Andrew Landram

Date: 5/28/2022

STATE OF WASHINGTON

COUNTY OF Thurston

I certify that I know or have satisfactory evidence that Andrew Landram signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

dated: 3/28/22

Angela Roberts
Angela Roberts
NOTARY PUBLIC, State of Washington

My appointment expires: 11/2/23



Property Owner's Signature:

Susan Landram
Susan Landram

Date: 3-28-2022

STATE OF WASHINGTON

COUNTY OF Pierce

I certify that I know or have satisfactory evidence that Susan Landram signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

dated: March 28, 2022



Amanda Duffy

NOTARY PUBLIC, State of Washington

My appointment expires: 11/29/2024

SEPA ENVIRONMENTAL CHECKLIST

A. **Background** [\[HELP\]](#)

1. Name of proposed project, if applicable:

Proposal for Andrew Landram (Landram Living Trust) to change the land use designation and zoning for adjacent parcel #'s 31-08-17-51-0092 and 31-08-17-51-0093 located on Hanson Loop Road from Rural Agriculture 5 (RA-5) to Rural Residential 2 (RR-2).

2. Name of applicant:

Andrew Landram

3. Address and phone number of applicant and contact person:

*Andrew Landram
PO Box 6914
Kennewick, WA 99336
509-939-5538*

Contact person: Jennifer Ssebagala 360-561-8582

4. Date checklist prepared: *3/24/2022*

5. Agency requesting checklist: *Walla Walla County Planning Department*

6. Proposed timing or schedule (including phasing, if applicable):

We will proceed as quickly as permitted by the county

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No additional plans related to this proposal.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

Not aware of any such environmental information that directly relates to this proposal.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

Not aware of any applications pending governmental approval for other proposals directly affecting this property.

10. List any government approvals or permits that will be needed for your proposal, if known.

County approval of a comprehensive plan amendment and rezoning.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Proposal is to change the land use designation and zoning for 2 adjacent 5-acre parcels from Rural Agriculture 5 (RA-5) to Rural Residential 2 (RR-2) with the plan of providing additional housing.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

Proposal address is 3296 Hanson Loop in Burbank, WA – see attached vicinity map. Legal description for the 2 adjacent parcels:

*Parcel 31-08-17-51-0092
CBP #3 LOT 1 OF SHORT PLAT (NWLY PTN TAX 4 IN FU 20 BLK 3)*

*Parcel 31-08-17-51-0093
CPB #3 LOT 2 OF SHORT PLAT (SELY PTN TAX 4 IN FU 20 BLK 3)*

B. Environmental Elements [\[HELP\]](#)

1. Earth [\[help\]](#)

- a. General description of the site:

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

- b. What is the steepest slope on the site (approximate percent slope)?

Steepest slope is approximately 40%.

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Sandy soil

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No known surface indications or history of unstable soils in the immediate vicinity.

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

No fill necessary and minimal grading will be needed.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

No erosion is expected to occur.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

About 2-4% of the site will be covered with impervious surfaces.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

No such measures will be needed.

2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Some emissions will result from this proposal from construction but approximate quantity is not known.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

No such off-site sources of emissions or odor.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

No such measures will be needed.

3. Water [\[help\]](#)

- a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

There is an irrigation ditch approximately 600' to the south.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No work over will be needed.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

No fill or dredge material will be needed.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No surface water withdrawals or diversions will be necessary.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No, the proposal doesn't lie within a 100-year floodplain.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

There will be no discharge of waste materials to surface waters.

b. Ground Water: [\[help\]](#)

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

Yes, four (4) new wells will be installed approximately 70'-100' deep. There will be no water discharged to groundwater.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Domestic sewage from four (4) new onsite septic systems. Each system is expected to be a four bedroom system.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

All stormwater will be kept onsite – stormwater will be minimal.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

No waste materials will not enter ground or surface waters.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No, the proposal does not alter or affect the drainage patterns in the vicinity of the site.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

All stormwater will be kept on site with berms.

4. Plants [\[help\]](#)

a. Check the types of vegetation found on the site:

- ☐ deciduous tree: alder, maple, aspen, other
- ☐ evergreen tree: fir, cedar, pine, other
- ☐ shrubs
- ☒ grass
- ☒ pasture
- ☐ crop or grain
- ☐ Orchards, vineyards or other permanent crops.
- ☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- ☐ water plants: water lily, eelgrass, milfoil, other
- ☐ other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

Some pasture will be removed for approximately four (4) homesites.

c. List threatened and endangered species known to be on or near the site.

Not aware of any such species on or near the site.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

No such proposed landscaping at this time.

- e. List all noxious weeds and invasive species known to be on or near the site.

Not aware of any noxious weeds or invasive species known to be on or near the site.

5. Animals [\[help\]](#)

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Deer have been observed on or near the site.

Examples include:

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other _____

- b. List any threatened and endangered species known to be on or near the site.

Not aware of any threatened or endangered species on or near the site.

- c. Is the site part of a migration route? If so, explain.

Not aware of this site being a part of a migration route.

- d. Proposed measures to preserve or enhance wildlife, if any:

No proposed measures at this time to preserve or enhance wildlife.

- e. List any invasive animal species known to be on or near the site.

Not aware of any invasive animal species to be on or near the site.

6. Energy and Natural Resources [\[help\]](#)

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Electric for four (4) new homes.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

This project would not affect the potential use of solar energy by adjacent properties.

- c. What kinds of energy conservation features are included in the plans of this proposal?
List other proposed measures to reduce or control energy impacts, if any:

All insulation would be installed to code to contribute to energy conservation.

7. Environmental Health [\[help\]](#)

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

No expected environmental health hazards will occur as a result of this proposal.

- 1) Describe any known or possible contamination at the site from present or past uses.

Not aware of any known or possible contamination at this site.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

No known existing hazardous chemicals or conditions that would affect this project's development or design.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

No such chemicals will be stored, used or produced during the operating life of this project.

- 4) Describe special emergency services that might be required.

No such emergency services expected to be needed.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

No proposed measures to reduce or control environmental health hazards considered necessary at this time.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Minor traffic and equipment noise may result from this project.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Construction noise will occur during county mandated construction times.

3) Proposed measures to reduce or control noise impacts, if any:

All county mandated construction times will be observed.

8. Land and Shoreline Use [\[help\]](#)

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

The land to the northeast is rural residential, the land to the southeast is a wildlife reserve and the land to the north and west is rural agriculture. This proposal will not affect the current land use on any nearby or adjacent properties.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

The project site has not been used as working farmlands or forest lands.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

This proposal will not be affected by surrounding working farm or forest land.

c. Describe any structures on the site.

Existing 3 bedroom, 2 bathroom mobile home with a 2 car garage.

d. Will any structures be demolished? If so, what?

No structures will be demolished.

e. What is the current zoning classification of the site?

RA-3

f. What is the current comprehensive plan designation of the site?

Rural agriculture 5

- g. If applicable, what is the current shoreline master program designation of the site?

There is no current shoreline master program designation for this site.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

There is no part of this site that has been classified as a critical area according to the maps available on the county's website.

- i. Approximately how many people would reside or work in the completed project?

Approximately 20 people are expected to reside onsite once this project is completed.

- j. Approximately how many people would the completed project displace?

There would be no people displaced by this project.

- k. Proposed measures to avoid or reduce displacement impacts, if any:

No measures are considered necessary to avoid or reduce displacement impacts.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

No measures are considered necessary to ensure the proposal is compatible with existing and projected land uses and plans.

- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

No measures are considered necessary to reduce or control impacts to agricultural and forest lands of long-term commercial significance.

9. Housing: [\[help\]](#)

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Approximately four (4) additional single family homes will be provided from this project. It is unknown at this time what type of housing these homes will be.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

No units will be eliminated as a result of this project.

- c. Proposed measures to reduce or control housing impacts, if any:

No measures are considered necessary to reduce or control housing impacts.

10. Aesthetics [\[help\]](#)

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Tallest height of proposed structures is 30'.

- b. What views in the immediate vicinity would be altered or obstructed?

No views would be altered or obstructed by this project.

- b. Proposed measures to reduce or control aesthetic impacts, if any:

No measures considered necessary to reduce or control aesthetic impacts.

11. Light and Glare [\[help\]](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

No light or glare will be produced by this proposal.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

No light or glare from this project will be a safety hazard or interfere with views.

- c. What existing off-site sources of light or glare may affect your proposal?

There are no such sources of light or glare that will affect this proposal.

- d. Proposed measures to reduce or control light and glare impacts, if any:

No measures considered necessary to reduce or control light and glare impacts.

12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity?

Hunting and fishing are in the immediate vicinity.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

This project would not displace any existing recreational uses.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

No measures considered necessary to reduce or control impacts on recreation.

13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

Not aware of any such buildings, structures or sites located on or near the site.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

No evidence of Indian or historic use or occupation. Not aware of any studies conducted onsite.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

We reviewed the WA Department of Archaeology and Historic Preservation's Wisaard map as well as historic maps to determine that there will be no impact to cultural and historic resources on or near the project site.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

No measures considered necessary.

14. Transportation [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

1 new single driveway for access to Hanson Loop Rd.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

No, the site is not currently served by public transit. Nearest transit stop is approximately 4 miles away.

- d. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

10 new parking spaces will be added with the completed project and no parking spaces will be eliminated.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

No new improvements will be needed.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No the project will not use water, rail or air transportation.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

10-20 vehicle trips per day would be generated by the completed project. No commercial or non-passenger vehicles.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

Proposal will not interfere with such products on roads or streets in the area.

- i. Proposed measures to reduce or control transportation impacts, if any:

No measures considered necessary.

15. Public Services [\[help\]](#)

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

Yes the project would result in an increased need for public services as there will be 4 new single family homes.

- b. Proposed measures to reduce or control direct impacts on public services, if any.

No measures considered necessary.

16. Utilities [\[help\]](#)

- a. Circle utilities currently available at the site:

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other _____

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Electricity provided by Columbia Rural Electric Association and telephone can be provided by several providers.

C. Signature [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Andrew Landray
Name of signer Andrew Landray
Position and Agency/Organization owner / TRUSTEE
Date Submitted: 3/26/22

D. Supplemental sheet for nonproject actions [\[HELP\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

No such increases are expected.

Proposed measures to avoid or reduce such increases are:

No measures considered necessary.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The proposal would have an insignificant affect on plants, animals, fish and marine life.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

No measures are considered necessary.

3. How would the proposal be likely to deplete energy or natural resources?

The proposal would have an insignificant affect on energy and natural resources.

Proposed measures to protect or conserve energy and natural resources are:

No measures are considered necessary.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The proposal would not use or affect such areas listed above.

Proposed measures to protect such resources or to avoid or reduce impacts are:

No measures considered necessary.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

This proposal would not affect land or shoreline use.

Proposed measures to avoid or reduce shoreline and land use impacts are:

No measures considered necessary

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposal would cause an insignificant increase in demands on transportation or public services and utilities.

Proposed measures to reduce or respond to such demand(s) are:

Measures not considered necessary.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

No known conflicts with any laws or requirements for the protection of the environment.

Exhibit A

RE: Comprehensive Plan Amendment Application for Andrew Landram (Landram Living Trust) to change the land use designation and zoning for adjacent parcel #'s 31-08-17-51-0092 and 31-08-17-51-0093 located on Hanson Loop Road from Rural Agriculture 5 (RA-5) to Rural Residential 2 (RR-2).

This proposal is for a site-specific map amendment request and will require changes to Walla Walla County Land Use Maps LU-1, LU-2 and BSA-1 to assign Rural Residential 2 to two adjacent lots owned by Landram Living Trust at 3296 Hanson Loop Road (APN 310817510092 and 310817510093) in Burbank.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
ESTABLISHING THE FINAL
DOCKET FOR THE 2022 COUNTY
COMPREHENSIVE PLAN AND
DEVELOPMENT REGULATIONS
AMENDMENT CYCLE

RESOLUTION NO. **22**

WHEREAS, RCW 36.70A.470 requires that the County include a procedure for any interested person to suggest amendments to the comprehensive plan or development regulations, and that the amendments must be docketed and considered on at least an annual basis; and

WHEREAS, Walla Walla County Code (WWCC) Title 14 allows for applications to be accepted one time a year during a time period established by the Board of County Commissioners; and

WHEREAS, Walla Walla County received one non-County application for the 2022 comprehensive plan and development regulations amendment cycle from members of the public, constituting the 2022 Preliminary Docket; and

WHEREAS, pursuant to Walla Walla County Planning Commission Resolution 22-01, adopted after a public hearing held on August 3, 2022, the Planning Commission recommended the following applications be included in the 2022 Final Docket for further review and analysis:

- CPA22-001/REZ22-001 – Andrew Landram Hanson Loop Road Rural Rezone.

WHEREAS, the Board of County Commissioners reviewed the Planning Commission's recommendations and background materials for all amendment requests in an open public meeting on September 6, 2022; and

WHEREAS, on September 12, 2022, after considering the recommendation of the Planning Commission, the staff reports, and all written and oral public testimony on each matter, the Board of County Commissioners approved a motion to include applications CPA22-001 and REZ22-001 on the 2022 Final Docket.

BE IT HEREBY RESOLVED by this Board of County Commissioners that, pursuant to Walla Walla County Code Chapters 14.10 and 14.15, the 2022 Final Docket of comprehensive plan and development regulations amendment applications is formally established containing the following amendment requests.

Comprehensive Plan Amendment Application(s)

- CPA22-001 – Andrew Landram Site-Specific Hanson Loop Road Rural Land Use Map Amendment.

Development Regulations Amendment Application(s)

- REZ22-001 – Andrew Landram Hanson Loop Road Rural Rezone.

Passed this 12th day of September, 2022 by Board members as follows: Present or Participating
via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Jill Munns, Assistant Clerk of the Board

Todd L. Kimball, Chairman, District 2

Jennifer R. Mayberry, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

a) Action Agenda Items:

1) Resolution – Small Works Bid Award – 7 Mile Road Bank Protection

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A SMALL
WORKS BID AWARD FOR SEVEN
MILE ROAD BANK PROTECTION
PROJECT

RESOLUTION NO. **22**

WHEREAS, as quotes were due by 10:00 a.m. Thursday, September 8, 2022, for the Seven Mile Road Bank Protection project, with the following bids received:

- | | |
|---|-------------|
| 1) Nelson Construction Corp.
Walla Walla, Washington | \$41,985.41 |
| 2) Elite Excavation and Concrete Services, Inc
Walla Walla, Washington | \$42,399.60 |
| 3) Royse Hydroseeding
Walla Walla, Washington | \$46,720.00 |

and,

WHEREAS, Nelson Construction Corp. submitted the lowest responsive, responsible bid; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners, that the Seven Mile Road Bank Protection project is awarded to Nelson Construction Corp. in the amount of \$41,985.41.

Passed this 12th day of September, 2022 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Jill Munns, Assistant Clerk of the Board

Todd L. Kimball, Chairman, District 2

Jennifer R. Mayberry, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

**Walla Walla County Public Works
990 Navion Lane
Walla Walla, WA 99362**



To: Board of County Commissioners

From: Tony Garcia Morales, P.E. – Public Works Director/County Engineer

Date: 7 September 2022

Re: Director's Report for the Week of 5 September 2022

Board Action: 12 September 2022

Consent Agenda Items:

In the Matter of a Small Works Bid Award – 7 Mile Road Bank Protection

ENGINEERING:

- Mill Creek Road MP 1.1 to MP 3.96: First section of the road is paved. Working on grading, culverts, and retaining wall.
- Middle Waitsburg Road: Contractor is installing reflective guideposts.
- Wallula/Gose Street: Working on specs and bid package.
- Abbott Road Sidewalk: Contractor is working on the sidewalk.
- Seven Mile Bridge: Received small works bids for riprap project on September 8th.
- Miscellaneous: Beginning annual bridge inspections.

MAINTENANCE/FLEET MANAGEMENT:

- North Crew – Blading roads, clearing culverts.
- South Crew – Post harvest gravel road repairs.
- Vegetation & Signs – Routine sign maintenance, brush cutting and vegetation spraying.
- Garage – Routine services and repairs.

ADMINISTRATION:

- Conducted our weekly Road Operations, Engineering, and Staff meetings.
- Conducted our Budget Review meeting.
- Coordinating a trip to Washington DC (this Fall/Winter) with the local Coalition to communicate/update our Legislators of our regionally significant priority projects.
- Attended a Mill Creek Channel walkthrough with the TriState Steelheaders to inspect their latest fish passage project.

a) Action Agenda Items:

- 1) Resolution – Approving out of state travel for Community Health Employees (Wenzel, Osterman, Garza and Pomerinke)
- 2) Proposal 2022 09-12 DCH Approval to restructure Environmental Health section and hire two (2) additional employees

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
OUT OF STATE TRAVEL FOR
COMMUNITY HEALTH EMPLOYEES
(WENZEL, OSTERMAN, GARZA AND
POMERINKE)

RESOLUTION NO. **22**

WHEREAS, Nancy Wenzel, Amy Osterman, Josie Garza and Mindy Pomerinke requests out of state travel approval to attend the Federal Grants Compliance Training with Thompson Grants to be held December 7-9, 2022 in Ft. Lauderdale, Florida; and

WHEREAS, advanced authorization for out of state travel is required; and

WHEREAS, pursuant to County policy, employee Travel Authorization forms have been submitted for review and consideration; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that out of state travel as outlined above be approved.

BE IT FURTHER RESOLVED that additional time required to travel to and from said training, if necessary, is also approved.

Passed this 12th day of September, 2022 by Board members as follows: Present or
Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Jill Munns, Assistant Clerk of the Board

Todd L. Kimball, Chairman, District 2

Jennifer R. Mayberry, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners
of Walla Walla County, Washington

Attachment 1

Walla Walla County Health Department Travel/Training Authorization

To be completed by Employee

Date of Travel: December 6-10, 2022		TA#	
Funding Source:			
Employee Attending: Amy Osterman, Nancy Wenzel, Josie Garza, Mindy Pomerinke		Estimate of Cost (Includes all costs even prepaid)	
Meeting/Training: Thompson Grants-Federal Grants Forum		Transportation	
Start time/date: 8:30 am Wednesday, December 6, 2022		<input checked="" type="checkbox"/> Air <input type="checkbox"/> Bus/Train <input checked="" type="checkbox"/> County Vehicle \$ 917.20	
End time/date: 12:10 pm Friday, December 9, 2022		<input type="checkbox"/> Private Vehicle 100 miles @ \$ 0.00 \$ 0.00	
Location: City: Fort Lauderdale State: FL		<input type="checkbox"/> Rental Car <input checked="" type="checkbox"/> Cab/Bus \$ 50.00	
Title of Meeting/Training: (Attach agenda/training brochure) Thompson Grants-Federal Grants Forum		Lodging	
Departure Date: 12/6/2022 Time: 0400		night(s) 3.00 @ \$ 202.00 \$ 606.00	
Return Date: 12/10/2022 Time: 0100		Meals	
		Breakfast(s) 1 @ \$ 16.00 \$ 16.00	
		Lunch(s) 2.00 @ \$ 17.00 \$ 34.00	
		Dinner(s) 4.00 @ \$ 31.00 \$ 124.00	
Place of Lodging: Embassy Suites by Hilton Fort Lauderdale 17th Street		Registration/Tuition: 1.00 @ \$ 1,095.00 \$ 1,095.00	
Cancel Date: /3/2022		Cancel Date: 11/6/2022 \$	
Phone Number: 1- 954- 527-2700		Total Expenses \$ 2,842.20	

Credit Card Use: ☒ Yes ☐ No Date Needed: 12/5/2022

Credit Card Use Policy: I certify that when issued an agency credit card it will be used for purchases authorized by this travel authorization only. I will return the credit card immediately upon return, and a signed travel expense voucher and all required original receipts within five (5) days of my return. I further agree that if the credit card receipts show any amount in excess of this authorization, I will attach a check or money order for the amount owed or the amount shall be deducted by the County from my next paycheck. I have read and understand County Policies 40.05.0 and 40.06.0 and agree to the terms and conditions therein.

Amy Osterman 8/29/2022

Signature of Employee & Date

Out of state travel: ☐ Yes ☒ No (Attach Resolution for Out of State Travel)

Approved by Supervisor: Nancy Wenzel Digitally signed by Nancy Wenzel Date: 2022.09.06 15:58:18 -07'00' Date: _____

Approved by Director: Dr. Daniel Kaminsky Digitally signed by Dr. Daniel Kaminsky Date: 2022.09.06 15:58:37 -07'00' Date: _____

Walla Walla County Policy 40.05.0 – Business Expenses & Travel Compensation

Walla Walla County Policy 40.06.0 – Training Reimbursement

Attachment 1

Walla Walla County Health Department Policy Number 1.3.1.2

Page 1 of 1

AGENDA

(Session Times in EST)

DECEMBER 7, 2022

DECEMBER 8, 2022

DECEMBER 9, 2022

8:30 am - 9:00 am

Registration & Continental Breakfast *(provided)*

9:00 am - 9:05 am

Welcome & Introductions by Thompson Grants >>

9:05 am - 10:35 am

10:35 am - 12:05 pm

Session 2: Price to Win: Financial Considerations for Pre-Award >>

12:05 pm - 12:50 pm

Lunch *(provided)*

12:50 pm - 2:20 pm

Session 3: Property Management: A Growing Compliance Concern For Grantees >>

2:20 pm - 2:25 pm

Break

2:25 pm - 3:55 pm

Session 4: Procurement System Compliance and Best Practices >>

3:55 pm - 4:10 pm

Q&A and Day 1 Wrap Up

AGENDA

(Session Times in EST)

DECEMBER 7, 2022

DECEMBER 8, 2022

DECEMBER 9, 2022

8:30 am - 9:00 am

Continental Breakfast *(provided)*

9:00 am - 10:30 am

Session 5: Time and Effort Reporting: Compliance For Your Largest Expense Category >>

10:30 am - 12:00 pm

12:00 pm - 12:45 pm

Lunch (*provided*)

12:45 pm - 2:15 pm

Session 7: Cost Principles and Unallowable Costs >>

2:15 pm - 2:20 pm

Break

2:20 pm - 3:50 pm

Session 8: Intro to Indirect Cost Recovery >>

AGENDA

(Session Times in EST)

DECEMBER 7, 2022

DECEMBER 8, 2022

DECEMBER 9, 2022

8:30 am - 9:00 am

Continental Breakfast (*provided*)

9:00 am - 10:30 am

Boot Camp Session 1: Subrecipient Risk Assessment >>

10:30 am - 10:40 am



10:40 am - 12:10 pm

Boot Camp Session 2: Subrecipient Monitoring Best Practices >>

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Proposal

Date: August 31, 2022

Proposal ID: 2022 09-12 DCH

To: BOCC

From: Nancy Wenzel
Administrative Director

Intent: Environmental Health Section Structure Proposal

Topic: Environmental Health Section

Summary

As previously stated in proposal 2022 08-01 DCH our Environmental Health section is in a transition phase in regard to staff, new program guidelines and inspection mandates. We were previously approved to hire one Temporary FTE Environmental Health Specialist and we would like to request up to 2 FTE Temporary EHS positions.

Current Structure:

EH Manager – Vacant

EHS II – Filled

EHS 1 – Filled

EHS 1 – Filled

EHS 1 – Vacant

EHS 1 Temp Food Focus – New/Vacant

EHS 1 Temp Septic Focus – New/Proposed

Emergency Prep Coordinator – Filled

We request permission to add up to 2 total FTE full-time EHS positions as we work through our new mandates and the additional workload can be evaluated. Ideally, the temporary staff could transition to permanent.

We request permission to work with Human Resources to re-work the Environmental Health Section job descriptions to create succession planning, incentives for longevity and a balanced workforce to meet inspection and oversight responsibilities.

Cost

The cost will vary depending on the phases we work through the EH section, but funding will be covered by EH fees and Foundational Public Health Funding.

Funding

EH Fees and Foundational Public Health Funding

Alternatives Considered**Acquisition Method**

N/A

Security

N/A

Access

N/A

Risk

The benefit of strategically working with HR though the workforce shortage and additional oversight expectations will outweigh any risk.

Benefits

Ability to have flexibility to strategically align the EH section, staffing and duties to ensure continuity of oversight.

Conclusion/Recommendation

Recommend the BOCC allow DCH to add two Temporary EH Staff, that may transition to additional permanent staff as needed (up to two) and permission to work with HR on job descriptions for staff in the EH section.

Submitted By

Nancy Wenzel, DCH

Disposition

____ Approved

Name

Department

Date

____ Approved with modifications

____ Needs follow up information

Name

Department

Date

____ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

____ Modification

____ Follow Up

2:00 COUNTY FAIRGROUNDS

Greg Lybeck

a) Department update and miscellaneous



Walla Walla County Fairgrounds

Greg Lybeck, CFE
General Manager

Walla Walla Board of County Commissioners Department Head Report September 12, 2022

Fair:

1. Great Fair! Some areas need tweaking which is typical for any fair
2. Attendance up 10% to 89,921 over 2021
3. Grandstand events:
 - a. Demo Derby sold out a week ahead of the event
 - b. Saturday Rodeo sold out
 - c. Three performances of the rodeo had record attendance
 - d. Concert was very well received
4. P1FCU Arena Viewing Platforms
 - a. Unconditional success
 - b. Sold the last platform Thursday evening of the Fair
 - c. Already have a waiting list for the future
5. Numbers:
 - a. Attendance up
 - b. Admissions income up
 - c. Parking income up
 - d. Food and beverage sales up
 - e. Market sale up
 - f. Carnival up
6. Free Entertainment
 - a. Added strolling acts that were very popular
 - i. Dangerous Feats of Comedy
 - ii. Hillia Hula
 - iii. Vikki Gasko Green
 - b. Other free entertainment
 - i. Matt Baker
 - ii. All Alaskan Racing Pigs
 - iii. Dock Dogs
 - c. Special presentation of Native American drumming & dancing by the Confederated Tribes of the Umatilla Indian Reservation
 - d. Great musical acts on the Wildhorse Many Waters Stage

7. Great competitive exhibits

- a. Awarded two Black & White Awards by the Washington State Fairs Commission for the Outstanding Feature Ag display on Canola and for the Needlecraft & Textiles Department.
- b. Washington State Fairs Commissioner praised our Fair for being "a miniature of the Iowa State Fair," with the culture, traditions, family value, and education
- c. Outstanding participation by exhibitors from throughout the valley

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
 - 1) Possible discussion/decision re: any pending claims against the County
- c) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

- a) Miscellaneous business for the Board
- b) **Action Agenda Items:**
 - 1) Authorize Chairman to sign One Washington Memorandum of Understanding between Washington Municipalities
 - 2) Authorize Chairman to sign Allocation Agreement governing the allocation of funds paid by the settling Opioid Distributors in Washington State
 - 3) Authorize Chairman to sign Exhibit F Subdivision Settlement Participation Form
- c) Possible executive session re: litigation or potential litigation (pursuant to RCW 42.30.110(i))

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

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

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

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

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

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

A. Definitions

As used in this MOU:

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Allocation of Settlement Proceeds for Approved Purposes

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

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

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

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

C. Regional Agreements

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

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

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, 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, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

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

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

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

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

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

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

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

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

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

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

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

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

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

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

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

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

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

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

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

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

D. Payment of Counsel and Litigation Expenses

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

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

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

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

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrback 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 _____, 2022 by:

Name & Title _____

On behalf of _____

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

AUGUST 8, 2022

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

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

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

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

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

on a contingency fee contract and City X receives \$1,000,000 from the Distributors Settlement, then the maximum that the firm can receive is \$150,000 for fees.)

7. No portion of the Washington Fees and Costs as defined in Section V of the Distributors Settlement and/or the State Share as defined in Paragraph 8.A of this Allocation Agreement shall be used to fund the Government Fee Fund (“GFF”) referred to in Paragraph 10 of this Allocation Agreement and Section D of the MOU, or in any other way to fund any Participating Local Government’s attorneys’ fees, costs, or common benefit tax other than the aforementioned payment by the Settling Distributors to Participating Litigating Subdivisions’ attorneys for fees and costs in Section V.B.2 of the Distributors Settlement.
8. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for Opioid Remediation as defined in Section I.SS of the Global Settlement, except as allowed by Section V of the Global Settlement. Exhibit 4 is a non-exhaustive list of expenditures that qualify as Opioid Remediation. Further, the Washington Abatement Amount shall and must be used by the State and Participating Local Governments as provided for in the Distributors Settlement.
9. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington (“State Share”).
 - B. Fifty percent (50%) to the Participating Local Governments (“LG Share”).
10. The LG Share shall be distributed pursuant to the MOU attached hereto as Exhibit 3 as amended and modified in this Allocation Agreement.
11. For purposes of this Allocation Agreement only, the MOU is modified as follows and any contrary provisions in the MOU are struck:
 - A. The MOU is amended to add new Section E.6, which provides as follows:

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

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

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

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

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

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

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

for expenses incurred by the attorneys pursuant to Section II.E of the Global Settlement.

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

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

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

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General

JEFFREY G. RUPERT
Division Chief

Date: _____

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: _____

Authorized signature: _____

Name: _____

Title: _____

Date: _____

A Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only by checking this box (see Paragraph 10.A of this Allocation Agreement):

☐ Local Government is executing the MOU in the form attached hereto as Exhibit 3, but which is further amended and modified as set forth in this Allocation Agreement, only for purposes of this Allocation Agreement.

EXHIBIT 1
Distributors Settlement

DISTRIBUTORS WASHINGTON
SETTLEMENT AGREEMENT

Table of Contents

I.	Overview	1
II.	Conditions to Effectiveness of Agreement	1
III.	Participation by Subdivisions	3
IV.	Settlement Payments	3
V.	Plaintiffs' Attorneys' Fees and Costs	4
VI.	Release	6
VII.	Miscellaneous	6
	Exhibit A Primary Subdivisions	A-1
	Exhibit B Litigating Subdivisions.....	B-1
	Exhibit C ABC IRS Form 1098-F	C-1
	Exhibit D Cardinal Health IRS Form 1098-F	D-1
	Exhibit E McKesson IRS Form 1098-F	E-1
	Exhibit F Subdivision Settlement Participation Form	F-1
	Exhibit G Consent Judgment and Stipulation of Dismissal with Prejudice.....	G-1
	Exhibit H Distributor Global Settlement Agreement.....	H-1

DISTRIBUTORS – WASHINGTON SETTLEMENT AGREEMENT

I. Overview

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

By entering into this Agreement, the State of Washington and its Participating Subdivisions agree to be bound by all terms and conditions of the Distributor Global Settlement Agreement dated July 21, 2021 (including its exhibits) (“*Global Settlement*”), which (including its exhibits) is incorporated into this Agreement as Exhibit H.¹ By entering this Agreement, and upon execution of an Agreement Regarding the State of Washington and the Distributor Global Settlement Agreement (“*Enforcement Committee Agreement*”), unless otherwise set forth in this Agreement, the Settling Distributors agree to treat the State of Washington for all purposes as if it were a Settling State under the Global Settlement and its Participating Subdivisions for all purposes as if they were Participating Subdivisions under the Global Settlement. Unless stated otherwise in this Agreement, the terms of this Agreement are intended to be consistent with the terms of the Global Settlement and shall be construed accordingly. Unless otherwise defined in this Agreement, all capitalized terms in this Agreement shall be defined as they are in the Global Settlement.

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

II. Conditions to Effectiveness of Agreement

A. *Global Settlement Conditions to Effectiveness.*

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

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

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

2. The State of Washington shall deliver all signatures and releases required by the Agreement to be provided by the Settling States to the Settling Distributors by September 30, 2022. This Section II.A.2 supersedes the deadline for delivering those signatures and releases set forth in Section VIII.A.1 of the Global Settlement.

B. *Agreement with Enforcement Committee.* This Agreement shall not become effective unless the Enforcement Committee and the Settling Distributors execute the Enforcement Committee Agreement. If the Enforcement Committee Agreement is not executed by June 1, 2022, the State of Washington and Settling Distributors will promptly negotiate an agreement that mirrors the Global Settlement to the extent possible and with a credit of \$1,000,000 to Settling Distributors to account for possible credits the Settling Distributors would have received under Section V of this Agreement from the State Cost Fund and the Litigating Subdivision Cost Fund of the Global Settlement and to be deducted from the Year 7 payment described in Section V.B.1 and Section V.C.g of this Agreement.

C. *Participation by Subdivisions.* If the condition in Section II.B has been satisfied, this Agreement shall become effective upon one of the following conditions being satisfied:

1. All Litigating Subdivisions in the State of Washington and ninety percent (90%) of Non-Litigating Primary Subdivisions (calculated by population pursuant to the Global Settlement) in the State of Washington must become Participating Subdivisions by September 23, 2022.

2. If the condition set forth in Section II.C.1 is not met, the Settling Distributors shall have sole discretion to accept the terms of this Agreement, which shall become effective upon notice provided by the Settling Distributors to the State of Washington. If the condition set forth by Section II.C.1 is not met and Settling Distributors do not exercise discretion to accept this Agreement, this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

D. *Dismissal of Claims.* Provided that the conditions in Sections II.B and II.C have been satisfied, the State of Washington shall file the Consent Judgment described in Section I.N of the Global Settlement and attached hereto as Exhibit G ("*Washington Consent Judgment*") with the King County Superior Court ("*Washington Consent Judgment Court*") on or before November 1, 2022. This Section II.C.2 supersedes the deadline for submitting a Consent Judgment set forth in Section VIII.B of the Global Settlement. In the event that the Court declines to enter the Washington Consent Judgment, each Settling Distributor shall be entitled to terminate the Agreement as to itself and shall be excused from all obligations under the Agreement, and if a Settling Distributor terminates the Agreement as to itself, all releases and other commitments or obligations contained herein with respect to that Settling Distributor will be null and void. The date of the entry of the Washington Consent Judgment shall be the effective date of this Agreement

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

III. Participation by Subdivisions

A. *Notice.* The Office of the State of Washington Attorney General in consultation with the Settling Distributors shall send individual notice of the opportunity to participate in this Agreement and the requirements for participation to all Subdivisions eligible to participate who have not returned an executed Subdivision Settlement Participation Form within fifteen (15) days of the execution of this Agreement. The Office of the State of Washington Attorney General may also provide general notice reasonably calculated to alert Subdivisions, including publication and other standard forms of notification. Nothing contained herein shall preclude the State of Washington from providing further notice to, or from contacting any of its Subdivision(s) about, becoming a Participating Subdivision.

B. *Trigger Date for Later Litigating Subdivisions.* Notwithstanding Sections I.EE and I.GGGG of the Global Settlement, as to the State of Washington, Settling Distributors and the State of Washington agree to treat the Trigger Date for Primary Subdivisions as September 23, 2022 and the Trigger Date for all other Subdivisions as May 3, 2022.

C. *Initial and Later Participating Subdivisions.* Notwithstanding Sections I.BB, I.CC, I.FF and Section VII.D and E of the Global Settlement, any Participating Subdivision in Washington that meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C of the Global Settlement on or before September 23, 2022 shall be considered an Initial Participating Subdivision. Participating Subdivisions that are not Initial Participating Subdivisions but meet the applicable requirements for becoming Participating Subdivisions set forth in Section VII.B or Section VII.C of the Global Settlement after September 23, 2022 shall be considered Later Participating Subdivisions.

D. *Subdivision Settlement Participation Forms.* Each Subdivision Settlement Participation Form submitted by a Participating Subdivision from the State of Washington shall be materially identical to Exhibit F to this Agreement. Nothing in Exhibit F is intended to modify in any way either the terms of this Agreement or the terms of the Global Settlement, both of which the State of Washington and Participating Subdivisions agree to be bound. To the extent that any Subdivision Settlement Participation Form submitted by any Participating Subdivision is worded differently from Exhibit F to this Agreement or interpreted differently from the Global Agreement and this Agreement in any respect, the Global Agreement and this Agreement control.

IV. Settlement Payments

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

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

B. *Use of Payment.* The Washington Abatement Amount paid under this Agreement shall be used as provided for in Section V of the Global Settlement.

C. *Nature of Payment.* The State of Washington and its Participating Subdivisions agree that payments made to the State of Washington and its Participating Subdivisions under this Agreement are properly characterized as described in Section V.F of the Global Settlement.

V. Plaintiffs' Attorneys' Fees and Costs

A. *Interaction with Global Settlement.* Notwithstanding any contrary provision in the Global Settlement, payments to cover attorneys' fees and costs under this Agreement ("*Washington Fees and Costs*") shall be made pursuant to this Section V.

B. *Amounts.* The total amount to cover of all Washington Fees and Costs is \$87,750,230.98. That total consists of the categories of attorneys' fees and costs set forth in this Section V.B and shall be paid on the schedule set forth in Section V.C.

1. State Outside and Inside Counsel Fees and Costs. Settling Distributors shall pay \$76,829,316.21 to cover in-house fees and costs and outside counsel fees and costs to the Washington Attorney General's Office, which shall be used for any lawful purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney General. The amount shall be paid in increments as specified in Section V.C (Payment Year 1 – 20%, Payment Year 2 – 20%, Payment Year 3 – 15%, Payment Year 4 – 15%, Payment Year 5 – 15%, Payment Year 6 – 10%, Payment Year 7– 5%.)

2. Fees and Costs for Participating Litigating Subdivisions' Attorneys. Settling Distributors shall pay \$10,920,914.70 to Participating Litigating Subdivisions' attorneys for fees and costs into a single account as directed by the Washington Attorney General's Office, which then shall be paid as agreed between the State of Washington and attorneys for Participating Litigating Subdivisions. Participating Litigating Subdivisions' attorneys shall be paid in accordance with the schedule in Section V.C and V.D.5 of this Agreement.

C. *Schedule.* Washington Fees and Costs shall be paid according to the following schedule:

a. Payment Year 1: Twenty percent (20%) of the total Washington Fees and Costs amount (\$17,550,046.20), to be paid on or before December 1, 2022.

b. Payment Year 2: Twenty percent (20%) of the total Washington Fees and Costs amount (\$17,550,046.20), to be paid on or before December 1, 2022.

c. Payment Year 3: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2023.

d. Payment Year 4: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2024.

e. Payment Year 5: Fifteen percent (15%) of the total Washington Fees and Costs amount (\$13,162,534.65), to be paid on or before July 15, 2025.

f. Payment Year 6: Ten percent (10%) of the total Washington Fees and Costs amount (\$8,775,023.10), to be paid on or before July 15, 2026.

g. Payment Year 7: Five percent (5%) of the total Washington Fees and Costs amount (\$4,387,511.55), to be paid on or before July 15, 2027.

D. *Remittance.* So that Settling Distributors do not pay the same fees and costs under both the Global Settlement and this Agreement, Washington and its Participating Litigating Subdivisions and their respective counsel shall do as follows:

1. Participating Litigating Subdivisions in Washington and their counsel shall apply to the Attorney Fee Fund and the Litigating Subdivision Cost Fund created pursuant to Exhibit R of the Global Settlement for all fees, costs and expenses for which they may be eligible and shall instruct the Fee Panel and the Cost and Expense Fund Administrator to remit to Settling Distributors the full amount awarded to such Participating Litigating Subdivision, with each Settling Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

2. Counsel for Participating Subdivisions shall instruct the Fee Panel created by the MDL Court pursuant to Exhibit R of the Global Settlement to remit to Settling Distributors the Contingency Fee Amount for their Participating Subdivisions in the State of Washington, with each Settling Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

3. The State of Washington shall instruct the Fee Fund Administrator selected pursuant to Exhibit S of the Global Settlement that the Settling Distributors shall not pay the Fixed Amount for the State of Washington, and the State of Washington will not be eligible to receive funds from the State Outside Counsel Fee Fund under the Global Settlement.

4. The State of Washington shall submit documented costs, as provided for in Exhibit T of the Global Settlement, to the Global Settlement State Cost Fund created pursuant to Exhibit T of the Global Settlement for all costs and expenses for which it may be eligible and shall instruct the State Cost Fund Administrator to remit to Settling Distributors the full amount awarded to the State of Washington, with each Settling

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

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

VI. Release

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

VII. Miscellaneous

A. *No Admission.* The Settling Distributors do not admit liability, fault, or wrongdoing. Neither this Agreement nor the Washington Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors. It is the understanding and intent of the Agreement Parties that no portion of the Agreement shall be entered into evidence in any other action against the Settling Distributors, among other reasons, because it is not relevant to such action. For the avoidance of any doubt, nothing herein shall prohibit a Settling Distributor from entering this Agreement into evidence in any litigation or arbitration concerning a Settling Distributor's right to coverage under an insurance contract.

B. *Tax Cooperation and Reporting.* The State of Washington and its Participating Subdivisions will be bound by Section V.F and Section XIV.F of the Global Settlement, except (i) as set forth in the final sentence of this Section VII.B and (ii) that the State of Washington shall be its own Designated State and shall designate its own "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "*Appropriate Official*"). The IRS Forms 1098-F to be filed with respect to this Agreement are attached as Exhibit C, Exhibit D, and Exhibit E. The State of Washington and its Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section XIV.F.4 of the Global Settlement with respect to this Agreement, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor's portion of the aggregate amount of payments paid or incurred by the Settling Distributors hereunder as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F, each Settling Distributor's portion of the amount equal to the aggregate amount of payments paid or incurred by the Settling Distributors hereunder less the Compensatory Restitution Amount as the "Amount to be paid for violation or potential violation" in Box 2 of IRS Form 1098-F and each Settling Distributor's portion of the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F, as reflected in Exhibit C, Exhibit D, and Exhibit E.

C. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the State of Washington or a Released Entity. The State of Washington may not assign or otherwise convey any right to enforce any provision of this Agreement.

D. *Cooperation.* Each Agreement Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Agreement Parties and Participating Subdivisions to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Agreement Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or the Washington Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Washington Consent Judgment.

E. *Enforcement.* All disputes between Settling Distributors and the State of Washington and/or the Participating Subdivisions in the State of Washington shall be handled as specified in Section VI of the Global Settlement, including the referral of relevant disputes to the National Arbitration Panel.

F. *No Violations of Applicable Law.* Nothing in this Agreement shall be construed to authorize or require any action by Settling Distributors in violation of applicable federal, state, or other laws.

G. *Modification.* This Agreement may be modified by a written agreement of the Agreement Parties. For purposes of modifying this Agreement or the Washington Consent Judgment, Settling Distributors may contact the Washington Attorney General for purposes of coordinating this process. The dates and deadlines in this Agreement may be extended by written agreement of the Agreement Parties, which consent shall not be unreasonably withheld.

H. *No Waiver.* Any failure by any Agreement Party to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

I. *Entire Agreement.* This Agreement, including the Global Settlement (and its exhibits), represents the full and complete terms of the settlement entered into by the Agreement Parties, except as provided herein. In any action undertaken by the Agreement Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

J. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

K. *Notice.* All notices or other communications under this Agreement shall be provided to the following via email and overnight delivery to:

Copy to AmerisourceBergen Corporation's attorneys at:

Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 8th Avenue
New York, NY 10019
mreynolds@cravath.com

Copy to Cardinal Health, Inc.'s attorneys at:

Elaine Golin
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
epgolin@wlrk.com

Copy to McKesson Corporation's attorneys at:

Thomas J. Perrelli
Jenner & Block LLP
1099 New York Avenue, NW, Suite 900
Washington, DC 20001-4412
TPerrelli@jenner.com

Copy to the State of Washington at:

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

[Signatures begin on next page.]

Authorized and agreed to by:

Dated: 5/2/22

ROBERT W. FERGUSON
Attorney General, State of Washington

By: 

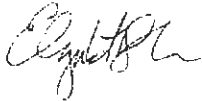
Name: JEFFREY RUPERT

Title: Division Chief

Authorized and agreed to by:

Dated: May 2, 2022

AMERISOURCEBERGEN CORPORATION

By: 


Elizabeth Campbell
Executive Vice President and Chief Legal Officer

Authorized and agreed to by:

Dated: 04/29/2022

CARDINAL HEALTH, INC.

By: _____

A handwritten signature in blue ink, appearing to read 'J. Mayer', is written over a horizontal line.


Name: Jessica Mayer

Title: Chief Legal and Compliance Officer

Authorized and agreed to by:

Dated: 5/2/22

MCKESSON CORPORATION

By: 

Name: Sarah C- Brav

Title: Corporate Secretary

Exhibit A
Primary Subdivisions²

No.	Subdivision Name
1.	Aberdeen city
2.	Adams County
3.	Anacortes City
4.	Arlington City
5.	Asotin County
6.	Auburn City*
7.	Bainbridge Island City
8.	Battle Ground City
9.	Bellevue City*
10.	Bellingham City*
11.	Benton County*
12.	Bonney Lake City
13.	Bothell City*
14.	Bremerton City*
15.	Burien City*
16.	Camas City
17.	Centralia City
18.	Chelan County*
19.	Cheney City
20.	Clallam County*
21.	Clark County*
22.	Covington City
23.	Cowlitz County*
24.	Des Moines City*
25.	Douglas County*
26.	East Wenatchee City
27.	Edgewood City
28.	Edmonds City*
29.	Ellensburg City
30.	Enumclaw City
31.	Everett City*
32.	Federal Way City*
33.	Ferndale City
34.	Fife City
35.	Franklin County*
36.	Gig Harbor City
37.	Grandview City
38.	Grant County*

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

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

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

Exhibit B
Litigating Subdivisions

No.	Subdivision Name
1.	Anacortes City
2.	Bainbridge Island City
3.	Burlington City
4.	Chelan County
5.	Clallam County
6.	Clark County
7.	Everett City
8.	Franklin County
9.	Island County
10.	Jefferson County
11.	Kent City
12.	King County
13.	Kirkland City
14.	Kitsap County
15.	Kittitas County
16.	La Conner School District
17.	Lakewood City
18.	Lewis County
19.	Lincoln County
20.	Mount Vernon City
21.	Mount Vernon School District
22.	Olympia City
23.	Pierce County
24.	San Juan County
25.	Seattle City
26.	Sedro-Woolley City
27.	Sedro-Woolley School District
28.	Skagit County
29.	Snohomish County
30.	Spokane City
31.	Spokane County
32.	Tacoma City
33.	Thurston County
34.	Vancouver City
35.	Walla Walla County
36.	Whatcom County
37.	Whitman County

Exhibit C
ABC IRS Form 1098-F

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

Exhibit D
Cardinal Health IRS Form 1098-F

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

Exhibit E
McKesson IRS Form 1098-F

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

Exhibit F
Subdivision Settlement Participation Form

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

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit G
Consent Judgment and Stipulation of Dismissal with Prejudice

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

**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

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

Defendants.

NO. 19-2-06975-9 SEA

FINAL CONSENT JUDGMENT AND
DISMISSAL WITH PREJUDICE

FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE

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

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

I. RECITALS:

1. Each Party warrants and represents that it engaged in arm’s-length negotiations in good faith. In hereby executing the Agreements, the Parties intend to effect a good-faith settlement.

2. The State has determined that the Agreements are in the public interest.

3. The Settling Distributors deny the allegations against them and that they have any liability whatsoever to the State, its Subdivisions, and/or (a) any of the State’s or Subdivisions’ departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public.

4. The Parties recognize that the outcome of the Action is uncertain and a final resolution through the adversarial process likely will require protracted litigation.

5. The Parties agree to the entry of the injunctive relief terms pursuant to Exhibit P of the Global Agreement.

6. Therefore, without any admission of liability or wrongdoing by the Settling Distributors or any other Released Entities (as defined in the Global Agreement), the Parties now mutually consent to the entry of this Judgment and agree to dismissal of the claims with prejudice pursuant

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

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

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

1. The foregoing Recitals are incorporated herein and constitute an express term of this Judgment.

2. The Parties have entered into a full and final settlement of all Released Claims of Releasers against the Settling Distributors (including but not limited to the State) and the Released Entities pursuant to the terms and conditions set forth in the Agreements.

3. The “Definitions” set forth in Section I of the Global Agreement are incorporated by reference into this Judgment. The State is a “Settling State” within the meaning of the Global Agreement. Unless otherwise defined herein, capitalized terms in this Judgment shall have the same meaning given to them in the Global Agreement, or, if not defined in the Global Agreement, the same meaning given to them in the Washington Agreement.

4. The Parties agree that the Court has jurisdiction over the subject matter of the Action and over the Parties with respect to the Action and this Judgment. This Judgment shall not be construed or used as a waiver of any jurisdictional defense the Settling Distributors or any other Released Entity may raise in any other proceeding.

5. The Court finds that the Agreements were entered into in good faith.

6. The Court finds that entry of this Judgment is in the public interest and reflects a negotiated settlement agreed to by the Parties. The Action is dismissed with prejudice, subject to a retention of jurisdiction by the Court as provided herein and in the Agreements.

7. By this Judgment, the Agreements are hereby approved by the Court, and the Court hereby adopts their terms as its own determination of this matter and the Parties' respective rights and obligations.

8. The Court shall have authority to resolve disputes identified in Section VI.F.1 of the Global Agreement, governed by the rules and procedures of the Court.

9. The Parties have satisfied the Conditions to Effectiveness of Agreement set forth in Section II.B of the Washington Agreement as follows:

- a. The Enforcement Committee and the Settling Distributors executed the Enforcement Committee Agreement by June 1, 2022.
- b. All Litigating Subdivisions in the State of Washington and ninety percent (90%) of Non-Litigating Primary Subdivisions (calculated by population pursuant to the Global Settlement) in the State of Washington became Participating Subdivisions by September 23, 2022.

10. The Parties have satisfied the Condition to Effectiveness of Agreement set forth in Section VIII of the Global Agreement and the Release set forth in Sections XI.A, F, and G of the Global Agreement, as follows:

- a. The Attorney General of the State exercised the fullest extent of his or her powers to release the Settling Distributors and all other Released Entities from all Released Claims pursuant to the release attached hereto as Exhibit C (the "*AG Release*").
- b. The Settling Distributors have determined that there is sufficient State participation and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States to proceed with the Agreements.
- c. The Participation Form for each Initial Participating Subdivision in the State has been delivered to the Settling Distributors. As stated in the Participation Form, and for the avoidance of doubt, nothing in the Participation Form executed by the Participating Subdivisions is intended to modify in any way the terms of the

Agreements to which the Participating Subdivisions agree. As stated in the Participation Form, to the extent the executed version of the Participation Form differs from the Global Agreement in any respect, the Global Agreement controls.

- d. Pursuant to Section VIII.B of the Global Agreement, each Participating Subdivision in the State is dismissing with prejudice any Released Claims that it has filed against the Settling Distributors and the Released Entities.

11. Release. The Parties acknowledge that the AG Release, which is incorporated by reference herein, is an integral part of this Judgment. Pursuant to the Agreements and the AG Release and without limitation and to the maximum extent of the power of the State's Attorney General, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (a) the State and its Participating Subdivisions and any of their departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including the State's Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in the State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or any Subdivision in the State, whether or not any of them participate in the Agreements. Pursuant to the Agreements and the AG Release and to the maximum extent of the State's power, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (1) the State, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking

money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Further, the provisions set forth in Section XI of the Global Agreement are incorporated by reference into this Judgment as if fully set forth herein. The Parties acknowledge, and the Court finds, that those provisions are an integral part of the Agreements and this Judgment, and shall govern the rights and obligations of all participants in the settlement. Any modification of those rights and obligations may be made based only on a writing signed by all affected parties and approved by the Court.

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

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

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

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

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

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

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

18. Admissibility. It is the intent of the Parties that this Judgment not be admissible in other cases against the Settling Distributors or binding on the Settling Distributors in any respect other than in connection with the enforcement of this Judgment or the Agreements. For the avoidance of doubt, nothing herein shall prohibit a Settling Distributor from entering this Judgment or the Agreements into evidence in any litigation or arbitration concerning (1) a Settling Distributor's right to coverage under an insurance contract or (2) the enforcement of the releases provided for by the Agreements and this Judgment.

19. Preservation of Privilege. Nothing contained in the Agreements or this Judgment, and no act required to be performed pursuant to the Agreements or this Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

20. Mutual Interpretation. The Parties agree and stipulate that the Agreements were negotiated on an arm's-length basis between parties of equal bargaining power and was drafted jointly by counsel for each Party. Accordingly, the Agreements are incorporated herein by reference and shall be mutually interpreted and not construed in favor of or against any Party, except as expressly provided for in the Agreements.

21. Retention of Jurisdiction. The Court shall retain jurisdiction of the Parties for the limited purpose of the resolution of disputes identified in Section VI.F.1 of the Global Agreement. The Court shall have jurisdiction over Participating Subdivisions in the State for the limited purposes identified in the Agreements.

22. Successors and Assigns. This Judgment is binding on each of the Settling Distributor's successors and assigns.

23. Modification. This Judgment shall not be modified (by the Court, by any other court, or by any other means) without the consent of the State and the Settling Distributors, or as provided for in Section XIV.U of the Global Agreement.

So ORDERED this _____ day of _____ 2022.

THE HONORABLE JUDGE MICHAEL R. SCOTT

APPROVED, AGREED TO AND PRESENTED BY:

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Attorney General

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DECLARATION OF SERVICE

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

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

s/
ANDREW R.W. HUGHES, WSBA No. 49515

Exhibit H Distributor Global Settlement Agreement

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

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

Exhibit F
Subdivision Settlement Participation Form

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

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 3

One Washington Memorandum of Understanding Between Washington Municipalities

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

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

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

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

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

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

A. Definitions

As used in this MOU:

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Allocation of Settlement Proceeds for Approved Purposes

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

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

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

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

C. Regional Agreements

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

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

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

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

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

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

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

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

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

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

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

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

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

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

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

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

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

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

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

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

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

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

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

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

D. Payment of Counsel and Litigation Expenses

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

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

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

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

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

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

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

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

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

E. General Terms

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

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

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

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

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

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

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

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

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART TWO: PREVENTION

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

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

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

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

G. PREVENT MISUSE OF OPIOIDS

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

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

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

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

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

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

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

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

K. TRAINING

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

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

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

L. RESEARCH

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

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

EXHIBIT B

County	Local Government	% Allocation
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Adams County

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

Asotin County

Asotin County	0.4694498386%
Asotin	
Clarkston	
County Total:	0.4694498386%

Benton County

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

Chelan County

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

Clallam County

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

EXHIBIT B

County	Local Government	% Allocation
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Clark County

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

Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
County Total:	0.0561699537%

Cowlitz County

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

Douglas County

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

Ferry County

Ferry County	0.1153487994%
Republic	
County Total:	0.1153487994%

EXHIBIT B

County	Local Government	% Allocation
<u>Franklin County</u>		
	Franklin County	0.3361237144%
	Connell	
	Kahlotus	
	Mesa	
	Pasco	0.4278056066%
	County Total:	0.7639293210%
<u>Garfield County</u>		
	Garfield County	0.0321982209%
	Pomeroy	
	County Total:	0.0321982209%
<u>Grant County</u>		
	Grant County	0.9932572167%
	Coulee City	
	Coulee Dam***	
	Electric City	
	Ephrata	
	George	
	Grand Coulee	
	Hartline	
	Krupp	
	Mattawa	
	Moses Lake	0.2078293909%
	Quincy	
	Royal City	
	Soap Lake	
	Warden	
	Wilson Creek	
	County Total:	1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
<u>Grays Harbor County</u>		
	Grays Harbor County	0.9992429138%
	Aberdeen	0.2491525333%
	Cosmopolis	
	Elma	
	Hoquiam	
	McCleary	
	Montesano	
	Oakville	
	Ocean Shores	
	Westport	
	County Total:	1.2483954471%
<u>Island County</u>		
	Island County	0.6820422610%
	Coupeville	
	Langley	
	Oak Harbor	0.2511550431%
	County Total:	0.9331973041%
<u>Jefferson County</u>		
	Jefferson County	0.4417137380%
	Port Townsend	
	County Total:	0.4417137380%

EXHIBIT B

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

EXHIBIT B

County	Local Government	% Allocation
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Kitsap County

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

Kittitas County

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

Klickitat County

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

Lewis County

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

EXHIBIT B

County	Local Government	% Allocation
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Lincoln County

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

Mason County

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

Okanogan County

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

Pacific County

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

EXHIBIT B

County	Local Government	% Allocation
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Pend Oreille County

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

Pierce County

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

San Juan County

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

EXHIBIT B

County	Local Government	% Allocation
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Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
County Total:	1.6910058544%

Skamania County

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

Snohomish County

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

EXHIBIT B

County	Local Government	% Allocation
<u>Spokane County</u>		
	Spokane County	5.5623859292%
	Airway Heights	
	Cheney	0.1238454349%
	Deer Park	
	Fairfield	
	Latah	
	Liberty Lake	0.0389636519%
	Medical Lake	
	Millwood	
	Rockford	
	Spangle	
	Spokane	3.0872078287%
	Spokane Valley	0.0684217500%
	Waverly	
	County Total:	8.8808245947%
<u>Stevens County</u>		
	Stevens County	0.7479240179%
	Chewelah	
	Colville	
	Kettle Falls	
	Marcus	
	Northport	
	Springdale	
	County Total:	0.7479240179%
<u>Thurston County</u>		
	Thurston County	2.3258492094%
	Bucoda	
	Lacey	0.2348627221%
	Olympia	0.6039423385%
	Rainier	
	Tenino	
	Tumwater	0.2065982350%
	Yelm	
	County Total:	3.3712525050%
<u>Wahkiakum County</u>		
	Wahkiakum County	0.0596582197%
	Cathlamet	
	County Total:	0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
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Walla Walla County

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

Whatcom County

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

Whitman County

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

EXHIBIT B

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

EXHIBIT 4

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

EXHIBIT E

List of Opioid Remediation Uses

**Schedule A
Core Strategies**

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

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

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

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

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

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

C. **PREGNANT & POSTPARTUM WOMEN**

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

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

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

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

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

F. TREATMENT FOR INCARCERATED POPULATION

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

G. PREVENTION PROGRAMS

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

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B
Approved Uses

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

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

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

**C. 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 through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

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

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

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

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

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

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

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

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

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

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

PART TWO: PREVENTION

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

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

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

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

G. PREVENT MISUSE OF OPIOIDS

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

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

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

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

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

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

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

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

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

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

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

K. TRAINING

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

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

L. RESEARCH

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

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

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

Exhibit F
Subdivision Settlement Participation Form

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

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

2:45 COUNTY COMMISSIONERS

- a) Miscellaneous or unfinished business to come before the Board

- A D J O U R N -

Walla Walla County is ADA compliant. Please contact TTY: (800) 833-6384 or 7-1-1 or the Commissioners' Office at 509/524-2505 three (3) days in advance if you need any language, hearing, or physical accommodation.

Please note that the agenda is tentative only. The Board may add, delete, or postpone items and may take action on an item not on the agenda.