



City of Longview

1525 Broadway
Longview, WA 98632
www.ci.longview.wa.us

Agenda

City Council

*Mayor Spencer Boudreau
Mayor Pro Tem Kalei LaFave
Council Member Ruth Kendall
Council Member Angie Wean
Council Member MaryAlice Wallis
Council Member Keith Young
Council Member Erik Halvorson*

Tuesday, August 12, 2025

6:00 PM

2nd Floor, City Hall

The City Hall is accessible for persons with disabilities. Special equipment to assist the hearing impaired is also available. Please contact the City Executive Office at 360.442.5004 48 hours in advance if you require special accommodations to attend the meeting.

If you are participating virtually, you may submit written comments to the City Clerk's Office with the subject line "Public Comment for Disbursement to City Council".

Virtual attendees may comment verbally during public hearings only and is only permitted for registered attendees. To participate, please contact the Clerk's Office in advance. Use the "raise hand" feature during the hearing, and the Clerk will unmute participants in the order received. If calling in by phone, dial star - 9 to raise your hand.

<https://us02web.zoom.us/j/82394132374>

Telephone options (dial any of the following numbers):

1-253-215-8782 or 1-346-248-7799 or 1-408-638-0968 or 1-669-900-6833

Webinar ID: 823 9413 2374

1. CALL TO ORDER
2. INVOCATION*/FLAG SALUTE
25-00608 MARK SCHMUTZ, NORTHLAKE CHURCH
3. ROLL CALL
4. WORKSHOP
5. APPROVAL OF MINUTES
25-00609 JULY 22, 2025 REGULAR MEETING
6. CHANGES TO THE AGENDA
7. PRESENTATIONS & AWARDS

25-00677 WORKFORCE SOUTHWEST WASHINGTON - WORKFORCE AS ECONOMIC INFRASTRUCTURE: WHAT IT MEANS FOR THE CITY OF LONGVIEW; ALYSSA JOYNER - SENIOR PROJECT MANAGER-MANUFACTURING AND MARNIE FARNESS - DIRECTOR OF PROGRAMS

25-00650 2026 SOUTHWEST WASHINGTON REGIONAL AIRPORT BUDGET; CRAIG STOMMEL, AIRPORT MANAGER

RECOMMENDED ACTION:

MOTION TO ADOPT THE 2026 OPERATING BUDGET FOR THE SOUTHWEST WASHINGTON REGIONAL AIRPORT

8. **CONSTITUENTS' COMMENTS - NON-AGENDA ITEMS (Thirty Minutes)**

9. **PUBLIC HEARINGS**

10. **CONSTITUENTS' COMMENTS - AGENDA ITEMS (Thirty Minutes)**

11. **BOARD & COMMISSION RECOMMENDATIONS**

25-00712 FUNDING AUTHORIZATION FOR ADA CURB RAMP UPGRADES RECOMMENDED BY THE ACCESSIBILITY ADVISORY COMMITTEE

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE ALLOCATION OF UP TO \$50,000 OF THE ACCESSIBILITY ADVISORY COMMITTEE ADA CAPITAL IMPROVEMENT FUND TOWARD THE UPGRADED CURB RAMPS AT 28TH AVENUE AND DOUGLAS STREET AS RECOMMENDED BY THE ACCESSIBILITY ADVISORY COMMITTEE

12. **ORDINANCES & RESOLUTIONS**

25-00714 RESOLUTION NO. 2564 - SOLID WASTE AND RECYCLING RATE INCREASE FOR 2025

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2564

25-00745 RESOLUTION NO. 2570 AUTHORIZING SETTLEMENT OF CLAIMS IN OPIOID MANUFACTURER MULTI-DISTRICT LITIGATION WITH PURDUE PHARMA AND THE SACKLER FAMILY, AND THE GENERIC MANUFACTURERS ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE THE PARTICIPATION FORMS AND ALLOCATION AGREEMENT IV.

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2570

13. **MAYOR'S REPORT**

14. **COUNCILMEMBERS' REPORTS**

15. **CONSENT CALENDAR**

25-00610 APPROVAL OF CLAIMS

25-00721 PROJECT COMPLETION - NICHOLS BLVD AND OLYMPIA WAY PAVEMENT REHABILITATION

RECOMMENDED ACTION:

**MOTION TO ACCEPT AS COMPLETE THE NICHOLS BLVD AND OLYMPIA WAY
PAVEMENT REHABILITATION PROJECT**

25-00726 BID REVIEW - MT. SOLO RESERVOIR FILL LINE

RECOMMENDED ACTION:

**MOTION TO ACCEPT THE LOW BID AND AWARD TO DEWITT CONSTRUCTION INC. IN
THE AMOUNT OF \$3,208,854.73**

**25-00724 RESOLUTION NO. 2572 - INTERLOCAL AGREEMENT WITH LONGVIEW SCHOOL
DISTRICT NO. 122 FOR SCHOOL RESOURCE OFFICER SERVICES SEPTEMBER 1, 2025
THROUGH AUGUST 31, 2026**

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2572

**25-00725 RESOLUTION NO. 2573 - INTERLOCAL AGREEMENT WITH COWLITZ COUNTY FOR
AFTER HOURS ANIMAL CONTROL SERVICES**

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2573

16. CITY MANAGER'S REPORT

25-00713 LEGISLATIVE COMMITTEE DESIGNEES

25-00730 CONTRACT AMENDMENT WITH GRIMM LAW FOR PUBLIC DEFENSE SERVICES

RECOMMENDED ACTION:

MOTION TO APPROVE CONTRACT AMENDMENT WITH GRIMM LAW

17. MISCELLANEOUS

18. EXECUTIVE SESSION

19. ADJOURNMENT

*** Any invocation that may be offered at the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.**

NEXT REGULAR COUNCIL MEETINGS:

TUESDAY, AUGUST 26, 2025 – 6:00 P.M.

THURSDAY, SEPTEMBER 11, 2025 – 6:00 P.M.

NEXT REGULAR COUNCIL WORKSHOP:

THURSDAY, SEPTEMBER 11, 2025 – 6:00 P.M. – DUTCH ELM DISEASE

NEXT SPECIAL COUNCIL WORKSHOP:

THURSDAY, SEPTEMBER 25, 2025 – 5:00 P.M. – LEGISLATORS AND LOBBYIST



City of Longview

1525 Broadway
Longview, WA 98632
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Minutes

City Council

*Mayor Spencer Boudreau
Mayor Pro Tem Kalei LaFave
Council Member Ruth Kendall
Council Member Angie Wean
Council Member MaryAlice Wallis
Council Member Keith Young
Council Member Erik Halvorson*

Tuesday, July 22, 2025

6:00 PM

2nd Floor, City Hall

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Webinar ID: 823 9413 2374

1. **CALL TO ORDER**

Mayor Boudreau called the meeting to order at 6:03 p.m.

2. **INVOCATION*/FLAG SALUTE**

25-00569 RUSS COLLIER, FATHERS HOUSE CHURCH

After the invocation provided by Russ Collier of Fathers House Church, the flag salute was recited.

3. **ROLL CALL**

Present: Mayor Boudreau, Mayor Pro Tem LaFave (zoom), Councilmember Kendall, Councilmember Wean, Councilmember Wallis, Councilmember Halvorson

Absent/Excused: Councilmember Young

Staff Present: City Manager Jennifer Wills, Interim City Attorney Dawn Reitan, City Clerk Tiffany Ostreim, Public Works Director/Assistant City Manager Chris Collins, Community & Economic Development Director

Nick Little, Parks & Recreation Director Justin Brown, Police Captain Branden McNew, Human Resources Director Sabrina Fraidenburg, Finance Director Lisa Wolff

4. **WORKSHOP**

5. **APPROVAL OF MINUTES**

25-00568 JULY 8, 2025 REGULAR MEETING

25-00666 JULY 15, 2025 SPECIAL MEETING/WORKSHOP

A motion was made by Councilmember Halvorson, seconded by Councilmember Kendall, to approve the July 8, 2025 Regular Meeting Minutes and the July 15, 2025 Special Meeting/Workshop Minutes. The motion carried unanimously; Councilmember Wean abstained from voting.

6. **CHANGES TO THE AGENDA**

7. **PRESENTATIONS & AWARDS**

8. **CONSTITUENTS' COMMENTS - NON-AGENDA ITEMS (Thirty Minutes)**

Jason Still provided public comment.

Arlene Hubble provided public comment.

9. **PUBLIC HEARINGS**

25-00606 2025-2029 LONGVIEW-KELSO CONSORTIUM CONSOLIDATED PLAN AND RESOLUTION 2569 FOR SUBMISSION OF THE CONSOLIDATED PLAN TO U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

RECOMMENDED ACTION:

1.) HOLD PUBLIC HEARING FOR COMMENT ON THE HUD CONSOLIDATED PLAN.

2.) MOTION TO APPROVE RESOLUTION 2569

Community Development Program Coordination Specialist Kenny Robinson presented. The Hope Village facility does provide shelter for more than 90 days, but does not meet the HUD definition for transitional housing. It is in the plan under Table 27: Short Term or Emergency Shelter Inventory, Cowlitz County.

Mayor Boudreau opened the public hearing at 6:20 p.m.

Jason Still provided public comment.

Mayor Boudreau closed the public hearing at 6:23 p.m.

A motion was made by Councilmember Wallis, seconded by Councilmember Wean, to approve Resolution 2569. The motion carried unanimously.

10. **CONSTITUENTS COMMENTS - AGENDA ITEMS (Thirty Minutes)**

Arlene Hubble provided public comment on Ordinance 3564.

11. **BOARD & COMMISSION RECOMMENDATIONS**

12. ORDINANCES & RESOLUTIONS

- 25-00686 RESOLUTION 2571 - AUTHORIZATION TO PURCHASE SCORPION II TL-3 TOWABLE ATTENUATOR TRAILER IN THE AMOUNT OF \$52,400 AND AUTHORIZE THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY NECESSARY PURCHASING DOCUMENTS IN ACCORDANCE WITH CITY PROCUREMENT POLICIES FOR PUBLIC WORKS OPERATIONS.**

RECOMMENDED ACTION:**MOTION TO ADOPT RESOLUTION 2571**

Assistant City Manager/Public Works Director Chris Collins presented. Water/Sewer has the most need for the attenuator trailer, can't subsidize the General Fund, but can share equipment. Will weigh the needs of other departments in the future.

A motion was made by Councilmember Wean, seconded by Councilmember Kendall, to adopt Resolution 2571.

Assistant City Manager/Public Works Director Chris Collins stated WCIA has a grant program and will check if this is a qualifying cost.

The motion carried unanimously.

- 25-00685 ORDINANCE 3564 STORING OF PERSONAL PROPERTY IN PUBLIC SPACES**

RECOMMENDED ACTION:**MOTION TO ADOPT ORDINANCE 3564**

City Manager Jennifer Wills stated the Task Force will be reconvened in the next couple of weeks. Continuing conversations with community organizations.

A motion was made by Councilmember Halvorson, seconded by Councilmember Boudreau, to adopt Ordinance 3564.

An amendment was made by Councilmember Kendall, seconded by Councilmember Halvorson, to modify 7.29.040(1) and remove "constructed tent".

The amendment to the main motion carried unanimously.

An amendment was made by Councilmember Kendall, seconded by Councilmember Wean, to modify 7.29.040(4) and remove Section (d) and move "or" to (b).

The amendment to the main motion failed by the following vote:

Ayes: Councilmember Kendall, Councilmember Wean, Councilmember Wallis

Nays: Councilmember LaFave, Councilmember Halvorson, Mayor Boudreau

An amendment was made by Councilmember Kendall, seconded by Councilmember Halvorson, to modify 7.29.040(13) to read "Public Property" means all publicly owned, maintained, or controlled property.

The amendment to the main motion carried unanimously.

City Manager Jennifer Wills stated they would need to look into how staff would enforce 7.29.040(4) Section d; it was not brought up by the Task Force nor with staff.

A motion was made by Councilmember Wean, seconded by Councilmember Kendall, to suspend council rules and allow the Mayor to move an action.

The motion carried by the following vote:

Ayes: Councilmember Wean, Councilmember Kendall, Councilmember Wallis, Mayor Boudreau

Nays: Councilmember Halvorson, Councilmember LaFave

An amendment to the main motion was made by Mayor Boudreau, seconded by Councilmember Wean, to modify 7.29.040(4) and remove Section (d) and move "or" to (b).

The amendment to the main motion carried by the following vote:

Ayes: Mayor Boudreau, Councilmember Wean, Councilmember Kendall, Councilmember Wallis
Nays: Councilmember LaFave, Councilmember Halvorson

The main motion as amended carried by the following vote:

Ayes: Councilmember Halvorson, Councilmember LaFave, Councilmember Kendall,
Councilmember Wallis, Mayor Boudreau
Nays: Councilmember Wean

13. MAYOR'S REPORT

Mayor Boudreau provided a verbal report.

14. COUNCILMEMBERS' REPORTS

*Councilmember Wean provided a verbal report.
Councilmember Wallis provided a verbal report.
Councilmember Kendall provided a verbal report.
Councilmember LaFave provided a verbal report.*

15. CONSENT CALENDAR

A motion was made by Councilmember Halvorson, seconded by Councilmember Kendall, to adopt the Consent Calendar. The motion carried unanimously.

25-00605 APPROVAL OF CLAIMS

**25-00668 SET CLOSED RECORD PUBLIC HEARING FOR PLANNING COMMISSION
RECOMMENDATION FOR THE SIRES CROSSING SUBDIVISION FOR AUGUST 26, 2025**

RECOMMENDED ACTION:

MOTION TO SET CLOSED RECORD PUBLIC HEARING AUGUST 26, 2025

16. CITY MANAGER'S REPORT

City Manager Jennifer Wills provided a verbal report.

17. MISCELLANEOUS

18. EXECUTIVE SESSION

25-00667 PERFORMANCE OF A PUBLIC EMPLOYEE PER RCW 42.30.110(1)(g)

The City Council, Interim City Attorney Dawn Reitan, Human Resources Director Sabrina Fraidenburg entered Executive Session at 7:07 p.m. pursuant to RCW 42.30.110(1)(g) Performance of a Public Employee for a period of 15 minutes, until 7:22 p.m. At 7:22 p.m. the Executive Session was continued for 15 minutes, until 7:37 p.m. At 7:37 p.m. the Executive Session was continued for 5 minutes, until 7:42 p.m. At 7:44 p.m. all parties came out of Executive Session. No action was taken.

19. ADJOURNMENT

The meeting was adjourned at 7:45 p.m.

***Tiffany Ostreim
City Clerk***

***Approved: _____
Mayor***

NEXT REGULAR COUNCIL MEETINGS:

TUESDAY, AUGUST 12, 2025 – 6:00 P.M.

TUESDAY, AUGUST 26, 2025 – 6:00 P.M.



Workforce as Economic Infrastructure:

Supporting Longview's Vision for the Future

ABOUT WORKFORCE SOUTHWEST WASHINGTON

Workforce Southwest Washington (WSW) is a nonprofit that fuels economic growth in Clark, Cowlitz, and Wahkiakum counties. Since 2002, we've invested more than **\$142.5 million** to connect residents with family-supporting jobs and help businesses grow.

- We fund training that leads to living-wage careers for local youth and adults
- We help businesses recruit, train, and retain skilled workers
- The programs we fund lead to a stronger, more self-sufficient workforce—reducing reliance on public assistance



FOUNDATION FOR ECONOMIC GROWTH

- Longview's Advantages:
 - Location
 - Diverse Industry
 - Education
 - Access to Healthcare
 - Transportation
 - Affordability
 - **Workforce**



HUMAN INFRASTRUCTURE FUELS ECONOMIC GROWTH

- Longview has a strong foundation for growth: **rail access, industrial sites, and cost advantages**
- Human infrastructure matters too—**people power the economy**
- A skilled workforce **transforms public investment** into local jobs and thriving industries
- Workforce development **connects residents to opportunity** and **businesses to talent**
- Investing in workforce strengthens the tax base and **reduces reliance on public services**



FUELING GROWTH IN KEY SECTORS

We Focus on High-Growth, In-Demand Industries

Longview outpaces the nation in job growth: **6.0% vs. 4.6% (2019–2024)**

Local sectors with strong employment:

- Healthcare
- Construction Trades & Transportation
- Farming & Forestry
- Sales & Repair Services



INVESTMENT IN LONGVIEW

- **Our Approach:**
 - Braided funding **stretches every dollar** further
 - Programs are **guided by employer demand**
 - We **track results** and adjust to **improve outcomes**
- **Our Community Benefit:**
 - Programs help residents **get back to work**
 - Support local businesses with **job-ready talent**
 - **Reduces pressure on public services** over time



PROGRAMING EXAMPLE: ECONOMIC SECURITY FOR ALL (EcSA)

- Statewide program focused on **poverty reduction** and **economic independence**
 - Originally launched in 2019 in the Highlands and South Kelso neighborhoods
- Aligns job training, employment, and support services
- Connects businesses with **job-ready workers**
- Helps individuals **gain credentials** and **achieve long-term self-sufficiency**



EcSA: A WORKFORCE PROGRAM THAT DELIVERS

- \$5,905 average cost per participant, 5-month average program
- \$49,296 median wage after completion (vs. <\$10K at enrollment)
- 88% of completers reached self-sufficiency
- \$23.8M statewide return on a \$10.2M investment
- \$2.34 return for every \$1 invested across Washington
- Locally, it's even better:
- \$4.25 return per \$1 invested in Southwest Washington (Second highest in the state—only Northwest region is higher at \$5.06)
- Based on increased sales tax revenue and reduced public assistance

CLOSING: WHY WORKFORCE DEVELOPMENT MATTERS

- **Reduces unemployment** and reliance on public assistance
- **Grows the local economy** through stronger businesses and increased tax revenue
- Prepares residents for **self-sufficiency** and in-demand careers
- Makes **Longview more competitive** by building a skilled labor force
- **“Workforce development isn’t charity—it’s strategy.”**



LET'S BUILD LONGVIEW'S WORKFORCE INFRASTRUCTURE...TOGETHER

- Just like roads, ports, and utilities—**people power local growth**
- **How You Can Be Involved:**
 - **Investment -**
Consider modest funding to support training programs, hiring events, or job connection services.
 - **Collaboration -**
Join us as opportunities arise—whether on advisory boards, strategy sessions, roundtables, or regional grant applications.
 - **Support -**
Help amplify workforce efforts through city communications, co-hosted events, public alignment, and ongoing partnership.



QUESTIONS



CONTACT US



Marnie Farness | Director of Programs

360.635.8019

mfarness@workforcesw.org

Alyssa Joyner | Sr Project Manager for Manufacturing

503.410.0408

ajoyner@workforcesw.org





City of Longview

Agenda Summary

DATE: August 12, 2026

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

Each year the Southwest Washington Regional Airport, under the interlocal agreement, is required to submit an annual budget, for the following year, to each entity by August 1st. Each participating entity is then obligated to review and adopt or reject the proposed budget by October 1st. At this time, the Airport's 2026 budget, as drafted by Craig Stommel, Airport Manager, is being presented to Longview City Council for review and action.

RECOMMENDED ACTION:

Motion to adopt the 2026 draft budget for the Southwest Washington Regional Airport as presented.

STAFF CONTACT:

Craig Stommel
Airport Manager
Southwest Washington Regional Airport
(360) 431-2264
cstommel@kelso.gov

**Southwest Washington Regional Airport
Draft 2026 Airport Operating Budget**

	EXPENDITURES	2025 Approved	2025 Actual YTD	26 Proposed	NOTES
1	Office Supplies	2,000	793	2,000	
2	Professional Services (Salary and benefits)	140,000	45,975	150,000	
3	Professional Services (Finance/Accounting/Admin)	40,000	20,000	40,000	
4	Professional Services (Legal)	10,000	1,800	10,000	
5	Telephone, Postage, Copying, Internet (mgmt. office)	3,000	1,340	3,500	
6	Travel/Seminars/Training	2,000	0	2,000	
7	Membership Dues and Fees	500	0	500	
8	State Examiner's Charges	5,000	9,617	10,000	
9	Leasehold Taxes	150	7,143	10,000	
10	Diking Assessment	30,000	28,319	30,000	
11	Maintenance Permanent Employee Wages	30,000	0	30,000	Posted for new hire
12	Professional Services Maintenance (City of Kelso)	25,000	0	25,000	
13	Building Repairs (Hangar Roof and Door Repair, Painting)	25,000	3,792	25,000	
14	Repairs to Landing Field	190,000		100,000	Crack seal, Non FAA funded taxi/apron repairs, security fence repairs
15	Repairs to Electrical (Navigational; hangar, bldg)	12,000	0	12,000	
16	Repairs to mowing Equipment	5,000	86	5,000	
17	Vehicle Maintenance (oil, repairs, license tab)	3,500	0	3,500	
18	Advertising / Promotions (Signs, promo materials, etc.)	5,000	78	5,000	Marketing materials, Project bids, and assist FBO with marketing airport events.
19	Operating Supplies (Lights, paint, small hardware,	4,000	692	4,000	
20	Safety Supplies - (Decoys, Signage, Windsocks, Fire ext.)	2,000	0	2,000	
21	FUEL (for airport vehicle & mowing)	1,500	322	2,000	
22	Small Tools and Equipment	1,000	0	1,000	
23	Insurances	35,000	1,110	35,000	
24	Electricity (Airport office, hangars, navigation equip)	8,500	3,216	8,500	
25	Garbage/Water/Stormwater Management	12,500	4,853	15,000	
26	Sanitation	6,000	2,229	6,000	
27	Miscellaneous (misc., annual BNSF easement cost)	2,000	0	2,000	
28	Large purchases:	15,000	0	10,000	Maint truck Snow plow blade attachment
29	Fuel Storage Tanks (Annual Bus. Lic. Renewal; Annual tightness compliance and annual CP Testing	3,000	0	3,000	
30	Engineering Contract: Century West	25,000	0	50,000	Retainer for services
31	Sponsor (Airport) Local match - FAA Projects	180,000	10,554	180,000	2.5% Local Grant Funding Match for runway project
32	2024 FAA Ramp/apron reconstruction project - Construction	650,000	168,672		
33	2024 Ramp/Apron Construction (Local Funding)	180,000	14,999		
34	2025 FAA Runway/Lighting Rehab DESIGN	475,000	4,300		
35	2026 FAA Runway/Lighting Rehab Construction		0	6,000,000	FAA AIP Grant
36	2027 FAA NW Ramp/Apron Rehabilitation Project -DESIGN			300,000	Estimate for design of 2027 construction project
37	Fuel Tank Replacement Project - Local funding	400,000	29,342		Project Complete
38	WSDOT Loan Repayment (annual) on \$1.2million loan	73,388	0	73,388	20 year loan term (2042)
39	AIRPORT TOTAL EXPENDITURES	\$ 2,602,038	\$ 389,231	\$ 7,188,388	
40	FAA Funded Capital Project expenses in yellow cells				
41	Non FAA Funded Capital Project Expenses in Tan cells				

	REVENUE	2025	2025	2026	
	Account Description	APPROVED	ACTUAL YTD	PROPOSED	NOTES
1	Beginning Fund Balance	287,320	287,320	137,843	
2	Leasehold Excise -- Leasehold excise from State	8,000	4,308	9,000	Based off growth from 2024
3	ILA - Operating: City of Kelso	76,000	76,000	76,000	Per ILA
4	ILA - Fuel System: City of Kelso	15,000	15,000	15,000	Per ILA
5	ILA - Operating: Cowlitz County	76,000	76,000	76,000	Per ILA
6	ILA - Fuel System: Cowlitz County	15,000	15,000	15,000	Per ILA
7	ILA - Operating: City of Longview	76,000	76,000	76,000	Per ILA
8	ILA - Fuel System: City of Longview	15,000	15,000	15,000	Per ILA
9	ILA - Operating: Port of Longview	76,000	76,000	76,000	Per ILA
10	ILA - Fuel System: Port of Longview	15,000	15,000	15,000	Per ILA
11	Interest Income	500	13,852	28,000	Reflective of 2025 YTD
12	Interest Income Reserve	5,000	0	5,000	
13	Hangar Leases	168,866	73,139	173,257	ESTIMATED CPI increase of 2.6%
14	Land Leases (Life Flight, Prime, Hgr 59, Hgr 41-43, etc.)	36,000	10,084	36,936	ESTIMATED CPI increase of 2.6%
15	Rentals - Building 40 Apartment	15,952	6,647	15,952	
16	FBO Agreement	1,400	570	1,400	Rate increase 6/2027
17	2023 FAA Grant: Runway Reconstruction Pre-planning: survey, wetland survey, environmental research, geotech	150,000	0		
18	2024 FAA Grant: Apron/Ramp Rehabilitation CONST.	650,000	0		Will be complete by Fall 2025
19	2024 FAA Grant - RWY Full Environmental as needed	450,000	0		Environmental not required as before.
20	2025 FAA Grant Runway/Lighting Rehab DESIGN			520,000	
21	2026 FAA Grant Runway/Lighting Rehab CONST			5,700,000	Pending Grant award
22	2024 WSDOT Grant - Ramp Rehabilitation - Construction	40,000	0		Will be complete by Fall 2025
23	2024 WSDOT Grant - RWY Full EA as needed	25,000	137,843		Environmental not required as before.
24	WSDOT CARB Loan - Fuel Tank Replacement Project	400,000			
25	2025 WSDOT Grant Runway/Lighting Rehab DESIGN			14,000	
26	2026 WSDOT Grant Runway/Lighting Rehab CONST			150,000	Pending Grant award
27	County Grant: Fuel Tank Replacement Project	0			Source exhausted
28	Total Annual Airport Revenue	\$ 2,602,038	\$ 897,761	\$ 7,155,388	
29					
30	Direct Operating Revenue (without Entity)	\$ 235,718	\$ 108,598	\$ 407,388	
31	ILA Contributions				
32	Federal Aviation Administration (FAA) Grant Funding				
33	WSDOT Grant Funding				
34	Local Grant Funding has been received				

2026 Airport Operating Budget

	EXPENDITURES	2026 Proposed	NOTES
1	Office Supplies	2,000	
2	Professional Services (Salary and benefits)	150,000	
3	Professional Services (Finance/Accounting/Admin)	40,000	
4	Professional Services (Legal)	10,000	
5	Telephone, Postage, Copying, Internet (mgmt. office)	3,500	
6	Travel/Seminars/Training	2,000	
7	Membership Dues and Fees	500	
8	State Examiner's Charges	10,000	
9	Leasehold Taxes	10,000	
10	Diking Assessment	30,000	
11	Maintenance Permanent Employee w/ages	30,000	Posted for new hire
12	Professional Services Maintenance (City of Kelso)	25,000	
13	Building Repairs (Hangar Roof and Door Repair, Painting)	25,000	
14	Repairs to Landing Field	100,000	Crack seal, Non FAA funded taxi/apron repairs, security fence repairs
15	Repairs to Electrical (Navigational; hangar, bldg)	12,000	
16	Repairs to mowing Equipment	5,000	
17	Vehicle Maintenance (oil, repairs, license tab)	3,500	
18	Advertising / Promotions (Signs, promo materials, etc.)	5,000	Marketing materials, Project bids, and assist FBO with marketing airport events.
19	Operating Supplies (Lights, paint, small hardware, herbicides)	4,000	
20	Safety Supplies - (Decoys, Signing, Windsocks, Fire ext.)	2,000	
21	FUEL (for airport vehicle & mowing)	2,000	
22	Small Tools and Equipment	1,000	
23	Insurances	35,000	
24	Electricity (Airport office, hangars, navigation equip)	8,500	
25	Garbage/water/Stormwater Management	15,000	
26	Sanitation	6,000	
27	Miscellaneous (misc., annual BNSF easement cost)	2,000	
28	Large purchases:	10,000	Maint truck Snow plow blade attachment
29	Fuel Storage Tanks (Annual Bus. Lic. Renewal; Annual tightness compliance and annual CP Testing)	3,000	
30	Engineering Contract: Century West	50,000	
31	Sponsor (Airport) Local match - FAA Projects	180,000	project
32	2026 FAA Runway/Lighting Rehab Construction	6,000,000	FAA AIP Grant
33	2027 FAA NW Ramp/Apron Rehabilitation Project -DESIGN	300,000	project
34	WSDOT Loan Repayment (annual) on \$1.2million loan	73,388	20 year loan term (2042)
35	AIRPORT TOTAL EXPENDITURES	\$ 7,155,388	
36	FAA Funded Capital Project expenses in yellow cells		
37	Non FAA Funded Capital Project Expenses in Tan cells		

	REVENUE	2026 Proposed	Notes
1	Beginning Fund Balance	137,843	
2	Leasehold Excise -- Leasehold excise from State	9,000.00	Based off growth from 2024
3	ILA -- Operating: City of Kelso	76,000.00	Per ILA
4	ILA -- Fuel System: City of Kelso	15,000.00	Per ILA
5	ILA -- Operating: Cowlitz County	76,000.00	Per ILA
6	ILA -- Fuel System: Cowlitz County	15,000.00	Per ILA
7	ILA -- Operating: City of Longview	76,000.00	Per ILA
8	ILA -- Fuel System: City of Longview	15,000.00	Per ILA
9	ILA - Port of Longview	76,000.00	Per ILA
10	ILA -- Fuel System: Port of Longview	15,000.00	Per ILA
11	Interest Income	28,000.00	Reflective of 2025 YTD
12	Interest Income Reserve	5,000.00	
13	Hangar Leases	173,257.00	ESTIMATED CPI increase of 2.6%
14	Land Leases (Life Flight, Prime, Hgr 59, Hgr 41-43, etc.)	36,936.00	ESTIMATED CPI increase of 2.6%
15	Rentals - Building 40 Apartment	15,952.00	
16	FBO Agreement	1,400.00	Rate increase 6/2027
17	2025 FAA Grant: Runway/Lighting Rehab DESIGN	520,000.00	
18	2026 FAA Grant Runway/Lighting Rehab CONST	5,700,000.00	Pending Grant award
19	2025 WSDOT Grant Runway/Lighting Rehab DESIGN	14,000.00	
20	2026 WSDOT Grant Runway/Lighting Rehab CONST	150,000.00	Pending Grant award
21			
22	TOTAL ANNUAL AIRPORT REVENUE	7,155,388.00	
23			
24			
25	Annual Revenue Less Capital Project Grants & Loans	771,388	
26	Direct Operating Revenue (without Entity Subsidies)	398,388	
	Federal Aviation Administration (FAA) Grant Funding		
	WSDOT Grant Funding		



City of Longview

Agenda Summary

FUNDING AUTHORIZATION FOR ADA CURB RAMP UPGRADES RECOMMENDED BY THE ACCESSIBILITY ADVISORY COMMITTEE

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE ALLOCATION OF UP TO \$50,000 OF THE ACCESSIBILITY ADVISORY COMMITTEE ADA CAPITAL IMPROVEMENT FUND TOWARD THE UPGRADED CURB RAMPS AT 28TH AVENUE AND DOUGLAS STREET AS RECOMMENDED BY THE ACCESSIBILITY ADVISORY COMMITTEE

DATE: August 12, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve streets and roads
Enhance public safety & emergency response
Preserve and enhance neighborhoods
Address quality of place issues

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

Background:

The Accessibility Advisory Committee was established in 2017 to support the City and its staff by reviewing and providing recommendations on the prioritization of accessibility-related improvements. These include upgrades to City-owned buildings, infrastructure, public rights-of-way, parking facilities, and new developments to enhance accessibility for all individuals. The Committee is allocated \$50,000 annually to fund City capital improvement projects that promote ADA compliance and improve accessibility. All funding allocations are subject to City Council approval.

Project Proposal:

In collaboration with the Public Works and Parks and Recreation Departments, the Committee received a project proposal from the City's Engineering Division to install ADA-compliant curb ramps at the intersection of 28th Avenue and Douglas Street. The proposed improvements include the modification and installation of curb ramps on all four corners of the intersection. These enhancements will eliminate key pedestrian barriers and improve access to nearby Cloney Park.

The total estimated cost of the project is \$50,000.

Committee Recommendation:

On May 19, 2025, the Accessibility Advisory Committee reviewed the proposal and voted to approve the project and recommend the full funding allocation of \$50,000 from the Accessibility Advisory Committee Capital Improvement Fund for the curb ramp improvements at 28th Avenue and Douglas Street.

RECOMMENDED ACTION:

Authorize the allocation up to \$50,000 of the Accessibility Advisory Committee ADA Capital Improvement Fund toward the upgraded curb ramps at 28th Avenue and Douglas Street as recommended by the Accessibility Advisory Committee.

STAFF CONTACT:

Rashelle Douglas, Safety & Risk Manager

Attachments:

1. Accessibility Advisory Committee Recommendation - Council FINAL

Accessibility Advisory Committee Recommendation

August 12, 2025

Topics to Cover

- Who is the Accessibility Advisory Committee (AAC)?
- Completed Projects
- Seeking approval for allocation of funds for a new project

Accessibility Advisory Committee

- Started in 2017 and is comprised of 9 members including 1 Councilmember
- Meet every other month
- Advise the city on concerns and opportunities related to accessibility
- Budget - \$50,000 per year for projects to improve accessibility

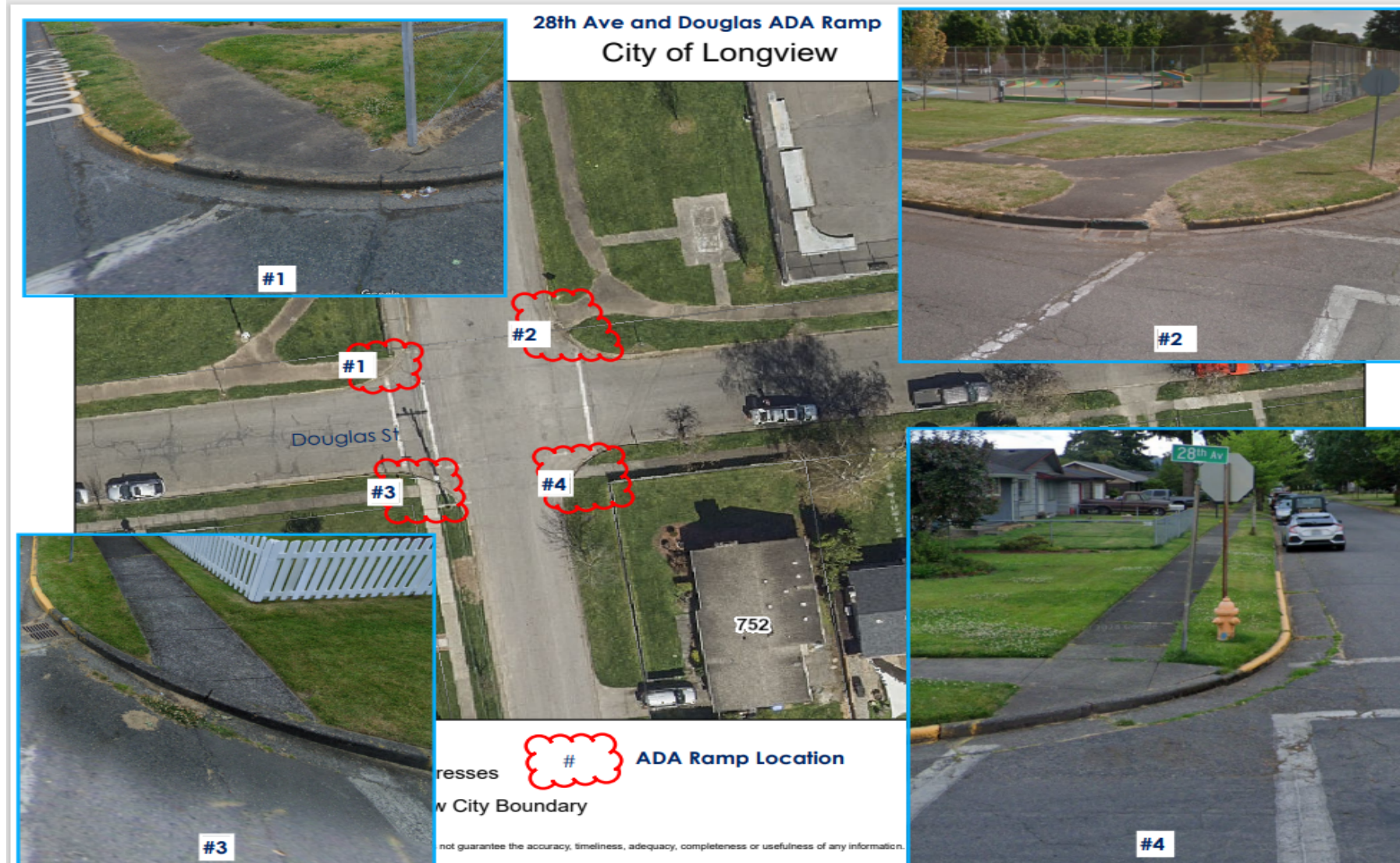
Completed Projects

- ADA curb ramp upgrades at multiple locations throughout the city at 10th and New York, 11th and Vandercook, and multiple other locations
- ADA accessible concrete pad with drainage and restroom fixture upgrade at the Hemlock Plaza
- Sign and parking striping improvements for ADA parking at City Hall, Longview Public Library and Fire Station 81
- Multiple ADA accessible door upgrades at City Hall, McClelland Arts Center and the Recreation Building
- General ADA Standard upgrades of general facility items at several city buildings including door signage and bathroom upgrades at the MAC, Library, Women's Club, etc.

Current Project Request from AAC

- Install 4 ADA curb ramps at 28th Ave & Douglas Street intersection
 - Currently no ramps exist at this intersection
 - Heavily utilized pedestrian route for school children and for Cloney Park visitors
 - With new park improvements more pedestrian traffic is anticipated

Current Project Request from AAC



Recommendation for Council Approval to:

Allocate up to \$50,000 of Accessibility Advisory Committee ADA capital improvement funds toward the upgraded curb cuts at 28th Avenue and Douglas Street

Thank you!



City of Longview

Agenda Summary

RESOLUTION NO. 2564 - SOLID WASTE AND RECYCLING RATE INCREASE FOR 2025

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2564

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The Solid Waste & Recycling Fund is requesting an increase of 15% for all solid waste and recycling utility rates. The rate adjustment is required to maintain minimum fund balance and ensure solvency of the fund going forward. This item has been discussed previously at the May 8th, May 22nd, and June 12th Council meetings, as well as at a special meeting on July 15th that investigated alternative recycling scenarios as a potential path to reduce costs. City staff is intending to engage with the City's waste hauler regarding future contracts, as well as strategies to minimize the impact of SB 5285 (curbside recycling) and HB 1497 (curbside composting) going forward. The rate resolution would become effective upon adoption.

STAFF CONTACT:

Nick Little, Community and Economic Development Director

Attachments:

1. 1_RESOLUTION NO 2564 - 2025 SW Rates
2. 2_2025 Solid Waste Rates Table

RESOLUTION NO. 2564

A resolution fixing the rates to be charged for furnishing garbage collection and recycling service within the City of Longview, and repealing Resolution No. 2508.

BE IT RESOLVED that residential and multi-family customers receiving automated garbage and recycling collection service shall utilize the curbside roll-out container (90-gallon cart) or stationary container (300-gallon tub) provided to them by the City's garbage and recycling collection contractor.

BE IT FURTHER RESOLVED that pursuant to Section 7.16.020 of the Longview Municipal Code, the rates to be charged (see rate spreadsheet for RATES) for garbage collection and recycling service shall be as follows:

1. RESIDENTIAL:

- (a) Single Family Dwellings: The rate for once per week garbage collection and recycling service for a single family dwelling shall be RATE 101. Each additional roll-out container shall be RATE 101A charged at 80% of RATE 101.
- (b) Single Family Deluxe Service: Deluxe Service requires the driver to get out of the collection truck, walk to the customer's cart, wheel the cart into position for collection, dump the cart, and return the cart to its original position. Rates for Deluxe Service include the fees charged above for residential service.

Less than 75 feet from collection vehicle: RATE 111
More than 75 feet from collection vehicle: RATE 112

- (c) Multiple Family Dwellings: Multiple family dwellings shall include, but not be limited to, apartment buildings, condominiums, duplexes, tri-plexes, mobile homes and trailer parks, and selected retirement complexes (i.e. those that do not provide an eating commons and/or provide meals).

The rate for once per week garbage collection and recycling service shall be RATE 105. Each additional cart from the same dwelling unit shall be RATE 105A charged at 80% of RATE 105.

- (d) Multiple Family Dwelling Deluxe Service: Deluxe Service requires the driver to get out of the collection truck, walk to the customer's container, wheel the container into position for collection, dump the container, and return the container to its original position. Rates for Deluxe Service include the fees charged above for multiple family service.

Cart:

Less than 75 feet from collection vehicle: RATE 111

More than 75 feet from collection vehicle: RATE 112

Tub:

Less than 75 feet from collection vehicle: RATE 111

More than 75 feet from collection vehicle: RATE 112

(e) Additional Services/Charges

Special Pickup of cart/tub while collection vehicle is still on its route: RATE 006

Overstuffed cart/tub – First container: RATE 1STUFF

Overstuffed cart/tub – Each additional container: RATE ADDSTUFF

2. **COMMERCIAL:**

Commercial shall include, but not be limited to, places of business, industrial establishments, institutions and public buildings, nursing homes, retirement complexes (i.e. those which provide an eating commons and/or provide meals) and schools. Churches receiving service of more than two 90-gallon containers picked up once per week shall be considered commercial units for solid waste purposes. All commercial accounts shall be charged as follows:

(a) Commercial rate for 300-gallon containers (tub): shall be at RATE 005. Multiply the number of tubs by the number times the tubs are dumped within one week by RATE 005. (2 tubs x 3 dumps per week x RATE 005 = monthly fee)

Any commercial account that shares a 300-gallon container with another active commercial account shall pay fifty percent (50%) of the collection rate.

(b) Commercial rate for 90-gallon containers (cart): shall be at RATE 090. Multiply the number of tubs by the number times the tubs are dumped within one week by RATE 090. (2 carts x 3 dumps per week x RATE 090 = monthly fee)

(c) Commercial Deluxe Service:

Deluxe Service requires the driver to get out of the collection truck, walk to the customer's container, open gates if applicable, wheel the container into position for collection, dump the container, and return the container to its original position and close gates if applicable. Rates for Deluxe Service are in addition to the fees charged above for commercial service.

Cart: RATE 360

Tub: RATE 350

Frontload: RATE 5578

(d) Additional Services/Charges

Special Pickup of cart/tub while collection vehicle is still on its route: RATE 006

Overstuffed cart/tub – First container: RATE 1STUFF

Overstuffed cart/tub – Each additional container: RATE ADDSTUFF

Gate Fee assessed per service per gate (not per pick/container) – RATE GATE

3. **SPECIAL CONTAINER SERVICE:**

Charges for special container service shall be as provided in this section.

A. Front Loader Containers

All front loader collection fees and tipping fees will be assessed a 25% administration fee along with applicable city and state taxes.

1. Longview School District:

- (a) A solid waste tipping fee for the Longview School District shall be assessed according to the actual weight tickets for the Longview School District's containers dumped on their regular schedule.

(b) Regular Collection Service - Front Loader –

<u>Service Code (per pick)</u>	<u>Type of Service</u>
LSD2YD (RATE 5602)	2 yd Front Loader
LSD3YD (RATE 5603)	3 yd Front Loader
LSD4YD (RATE 5604)	4 yd Front Loader
LSD5YD (RATE 5605)	5 yd Front Loader

(c) Special Pick-Up - Front Loader -

This fee will be assessed when the Longview School District requests special pick-ups outside of their regularly scheduled service. This fee includes tipping costs at the disposal site, and no additional tipping fee will be charged.

<u>Service Code (per pick)</u>	<u>Type of Service</u>
SPLSD2YD (RATE 5572)	2 yd Front Loader
SPLSD3YD (RATE 5573)	3 yd Front Loader
SPLSD4YD (RATE 5574)	4 yd Front Loader
SPLSD5YD (RATE 5575)	5 yd Front Loader

2. Commercial and All Others:

(a) Regular Collection Service - Front Loader–

This fee includes tipping costs at the disposal site, and no additional tipping fee will be charged. A special pick may be arranged and charged at regular rates listed. Three consecutive requests for extra service will result in the need for added regular service.

<u>Service Code (per pick)</u>	<u>Type of Service</u>
COM2YD (RATE 5572)	2 yd Front Loader
COM3YD (RATE 5573)	3 yd Front Loader
COM4YD (RATE 5574)	4 yd Front Loader
COM5YD (RATE 5575)	5 yd Front Loader
COM6YD (RATE 5576)	6 yd Front Loader

(b) Regular - Front Loader Compactor (non-restaurant)

This fee includes tipping costs at the disposal site, and no additional tipping fee will be charged. Minimum service required is one collection per week. A special pick may be arranged and charged at regular rates listed. Three consecutive requests for extra service will result in the need for added regular service.

<u>Service Code (per pick)</u>	<u>Type of Service</u>
CPCOM4YD (RATE 5577)	4 yd Front Loader

B. Drop Boxes

All drop box collection fees and tipping fees will be assessed a 25% administration fee along with applicable city and state taxes. All drop box accounts will be charged tipping fees by actual weight as recorded by Cowlitz County Landfill weight records.

1. Permanent Drop Box Service–

<u>Service Code</u>	<u>Type of Service</u>
20YD (RATE 5592)	Permanent DB Haul Fee
30YD (RATE 5593)	Permanent DB Haul Fee
40YD (RATE 5594)	Permanent DB Haul Fee
MDR (RATE 5590)	Monthly DB Rent
RESPOT (RATE 5596)	Relocate DB
DEL (RATE 5596)	Delivery of Drop Box
DBCU (RATE 001)	DB Clean Up per Minute

2. Solid Lid Drop Box Service–

<u>Service Code</u>	<u>Type of Service</u>
SLMDR (RATE 5591)	Solid Lid Mo. Rent
RESPOT (RATE 5596)	Relocate DB
DEL (RATE 5596)	Delivery of Drop box
DBCU (RATE 001)	DB Clean Up per Minute

Solid lid drop box haul service shall be charged at the rates established above for permanent drop box haul service and shall be available only for the 20-yard and 30-yard

drop boxes.

3. Stationary Packer (Compactor) Box Service—

<u>Service Code</u>	<u>Type of Service</u>
COM(RATE 5580)	Stationary Packer Haul Fee
DBC(RATE 001)	DB Clean Up per Minute

4. **OTHER SERVICES**

- (a) Youth Athletic Leagues: Solid waste services received by Youth athletic leagues utilizing City park facilities under a Longview Parks and Recreation Department Facility Use Agreement shall be charged at twenty-five (25%) of the commercial rates set forth in this Resolution. In order to qualify for this reduced rate, the youth athletic league must be the customer, and this reduced rate applies only to the additional service requested by the league beyond the basic solid waste service provided to the Parks and Recreation Department for each facility.
- (b) Commercial-Residential Mixed-Use Accounts: Solid waste services received by commercial accounts that also provide for residential units within the same structure shall be considered as “commercial only” accounts and such residential units shall not be required to pay the per-unit fee as defined in Section 1 (c) of this Resolution. The calculated charges for these “commercial only” accounts will be based on the number of containers placed at the business and the number of picks per week as defined in Section 2 (a) and (b) of this Resolution. A recycling rate (RATE REC) shall be applied to the commercial rate for each residential unit within each of these designated commercial-residential accounts.
- (c) Additional Services: The Finance Office Supervisor shall determine charges for additional services not provided for in this resolution. The provision of such additional services, and the charges for such additional services, are subject to review and approval by the Director of Community Development.
- (d) Recycling Inspection Services: All recycling roll-out containers placed out for collection from single family residences, up to and including fourplexes, shall be inspected periodically for non-recyclable solid waste. Whenever a recycling container has been removed pursuant to LMC 7.12.130, the rate for a “garbage-only” account shall be RATE RECINSP charged per month until it has been determined the recycling service may be reinstated, subject to LMC 7.12.130.

In addition, all large recycling containers placed at participating multifamily-apartment complexes shall also be inspected periodically for non-recyclable solid waste. Whenever a recycling container has been removed and replaced by an equal number of solid waste containers pursuant to LMC 7.12.130, the rate for solid waste shall be based on the number of containers assigned for the multifamily-apartment complex and the number of picks per week for collection until it has been determined the recycling service may be reinstated, subject to LMC 7.12.130.

- (e) Extended Distance Service: Extended service shall be provided by the City for

disabled citizens. A disabled person for purposes of receiving this service is one, that because of his/her disability (as certified by his/her physician or caregiver), cannot wheel his/her garbage and/or recycling cart to the point of collection. In particular a customer must meet the following guidelines in order to receive the extended distance service:

- be disabled where said person cannot wheel a full or partially full garbage and/or recycling cart to the point of collection because of his/her disability as certified by his/her physician or caregiver; and
- no person residing with the qualified applicant can wheel a full or partially full garbage and/or recycling cart to the point of collection.

The rules and regulations for implementation of this service shall be promulgated by the Director of Community Development, or his/her designee. For those that have submitted an application to the City to receive the extended distance service and that such application has been reviewed and approved by the City, the applicant shall receive said service at no cost for a period not to exceed one year. The application shall be renewed on an annual basis to determine whether the person qualifies for continuing the extended distance service, and that it shall be the responsibility of the applicant to notify the City if they move from the property in which the extended distance service is being provided.

RATE CODE	Description	Rate
001	Special Clean Up per Minute	\$1.95
005	300 Gal Multiple accts	\$71.80
006	Special Picks In route	\$24.66
090	Commercial Cart	\$47.97
101	Residential Cart	\$22.91
101A	Residential Cart 80%	\$18.33
105	Residential Shared tub	\$22.91
105A	Residential Shared tub 80%	\$18.33
111	Residential Deluxe <75 ft	\$44.88
112	Residential Deluxe >75 ft	\$51.55
350	Commercial Deluxe Tub	\$9.04
360	Commercial Deluxe Cart	\$3.20
5572	2 yd Front Loader	\$46.78
5573	3 yd Front Loader	\$63.82
5574	4 yd Front Loader	\$75.87
5575	5 yd Front Loader	\$87.33
5576	6 yd Front Loader	\$98.50
5577	4 yd Front Load Compactor	\$128.16
5578	Deluxe Front Loader Pick	\$9.04
5580	Stationary Packer	\$114.00
5590	Monthly Drop Box Rental	\$115.58
5591	Solid Lid Monthly Rent	\$264.63
5592	20 yd Drop Box	\$92.49
5593	30 yd Drop Box	\$96.88
5594	40 yd Drop Box	\$101.71
5596	Drop Box Respot	\$58.30
5602	Longview School District 2 yd Front Loader	\$22.13
5603	Longview School District 3 yd Front Loader	\$28.72
5604	Longview School District 4 yd Front Loader	\$30.41
5605	Longview School District 5 yd Front Loader	\$33.06
1STUFF	Overstuffed cart/tub - 1st	\$24.67
ADDSTUFF	Overstuffed cart/tub - 2+	\$14.77
GATE	Gate Fee	\$1.58
REC	Recycling Rate	\$6.12
RECINSP	Recycling Inspection	\$46.60

BE IT FURTHER RESOLVED that Resolution No. 2508 adopted by the City Council on July 23rd, 2024 is hereby repealed in its entirety on the date that this Resolution No. 2564 becomes effective.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

Passed by the City Council of the City of Longview, Washington, and approved by its Mayor at a regular meeting of said Council held on the 12th day of August, 2025.

M A Y O R

ATTEST:

City Clerk

2025 Solid Waste Rates

Description	Rates
Special Clean Up per Minute	\$1.95
300 Gal Multiple accts	\$71.80
Special Picks In route	\$24.66
Commerical Cart	\$47.97
Residential Cart	\$22.91
Residential Cart 80%	\$18.33
Residential Shared tub	\$22.91
Residential Shared tub 80%	\$18.33
Residential Deluxe <75 ft	\$44.88
Residential Deluxe >75 ft	\$51.55
Commercial Deluxe Tub	\$9.04
Commercial Deluxe Cart	\$3.20
2 yd Front Loader	\$46.78
3 yd Front Loader	\$63.82
4 yd Front Loader	\$75.87
5 yd Front Loader	\$87.33
6 yd Front Loader	\$98.50
4 yd Front Load Compactor	\$128.16
Deluxe Front Loader Pick	\$9.04
Stationary Packer	\$114.00
Monthly Drop Box Rental	\$115.58
Solid Lid Monthly Rent	\$264.63
20 yd Drop Box	\$92.49
30 yd Drop Box	\$96.88
40 yd Drop Box	\$101.70
Drop Box Respot	\$58.30
Longview School District 2 yd Front Loader	\$22.13
Longview School District 3 yd Front Loader	\$28.72
Longview School District 4 yd Front Loader	\$30.41
Longview School District 5 yd Front Loader	\$33.06
Overstuffed cart/tub - 1st	\$24.67
Overstuffed cart/tub - 2+	\$14.77
Gate Fee	\$1.58
Recycling Rate	\$6.12
Recycling Inspection	\$46.60



City of Longview

Agenda Summary

RESOLUTION NO. 2570 AUTHORIZING SETTLEMENT OF CLAIMS IN OPIOID MANUFACTURER MULTI-DISTRICT LITIGATION WITH PURDUE PHARMA AND THE SACKLER FAMILY, AND THE GENERIC MANUFACTURERS ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE THE PARTICIPATION FORMS AND ALLOCATION AGREEMENT IV.

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2570

COUNCIL INITIATIVE ADDRESSED:

Continue effective financial management.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The State of Washington has reached a settlement with defendants Purdue Pharma and the Sackler Family, and the Generic Manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus in the amount of \$122.2 million payable over the next 15 years, dedicated to abating the opioid crisis in Washington. As with the prior opioid settlements, this new settlement is contingent on eligible cities and counties joining the settlement.

FINANCIAL SUMMARY:

The City of Longview's portion of the settlement is 0.6162736905% of the state's payout.

STAFF CONTACT:

Chris Collins, Public Works Director/ Assistant City Manager

Attachments:

1. Resolution 2570 Authorizing_Participation_in_Purdue Pharma Settlements(11086909.1)
2. UpdatedSettlementPacket_20250728

RESOLUTION NO. 2570

A RESOLUTION OF THE CITY OF LONGVIEW, WASHINGTON, AUTHORIZING SETTLEMENT OF CLAIMS IN OPIOID MANUFACTURER MULTI-DISTRICT LITIGATION WITH PURDUE PHARMA AND THE SACKLER FAMILY, AND THE GENERIC MANUFACTURERS ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE THE PARTICIPATION FORMS AND ALLOCATION AGREEMENT IV.

WHEREAS, the State of Washington has been a participant in the multidistrict litigation against opioid manufacturers and distributors of prescription opioids, asserting on behalf of Washington residents that the manufacturers of prescription opioids grossly misrepresented the risks of long-term use of those drugs for persons with chronic pain, and distributors failed to properly monitor suspicious orders of those prescription drugs--all of which contributed to the current opioid epidemic; and

WHEREAS, the State of Washington has reached a settlement with defendants Purdue Pharma and the Sackler Family, and the Generic Manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus in the amount of \$122.2 million payable over the next 15 years, dedicated to abating the opioid crisis in Washington; and

WHEREAS, the City of Longview is eligible to receive 0.6162736905% of the proceeds if it proceeds by September 30, 2025, to participate in the settlement; and

WHEREAS, the settlement funds may be used for opioid abatement, including opioid education, treatment and remediation of impacts that opioids have had in the Longview community; and

WHEREAS, the City Council finds that it is in the public interest to have the City execute the participation form in order to secure more funds for use in responding to the opioid crisis consistent with the uses outlined in the settlement agreement with the State of Washington; now, therefore;

THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: It is the intent of the Longview City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

THAT: The City Council authorizes the settlements with Defendants Purdue Pharma and the Sackler Family, and the Generic Manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus in the multidistrict opioid litigation, and the Mayor or designee is authorized to execute all documents necessary to effectuate these

settlements, including but not limited to the Participation Forms and Allocation Agreement IV, in a form acceptable to the City Attorney.

PASSED by the City Council of the City of Longview, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 12th day of August, 2025.

Spencer Boudreau, Mayor

ATTEST:

Tiffany Ostreim, City Clerk

APPROVED AS TO FORM:

Charlotte Archer, Interim City Attorney

EXHIBIT K
Subdivision Participation and Release 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 that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. 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 Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, 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, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. 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 Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released

Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release 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 Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Alvogen Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Alvogen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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

7. The Governmental Entity has the right to enforce the Alvogen Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Alvogen Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in 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, 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 Alvogen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Alvogen Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Alvogen Settlement.
10. In connection with the releases provided for in the Alvogen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

materially affect the Governmental Entities' decision to participate in the Alvogen Settlement.

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Amneal Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Amneal Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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

7. The Governmental Entity has the right to enforce the Amneal Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Amneal Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in 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, 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 Amneal Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Amneal Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Amneal Settlement.
10. In connection with the releases provided for in the Amneal Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

materially affect the Governmental Entities' decision to participate in the Amneal Settlement.

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Apotex Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Apotex Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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

7. The Governmental Entity has the right to enforce the Apotex Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Apotex Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in 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, 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 Apotex Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Apotex Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Apotex Settlement.
10. In connection with the releases provided for in the Apotex Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Hikma Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Hikma Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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

7. The Governmental Entity has the right to enforce the Hikma Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Hikma Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in 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, 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 Hikma Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Hikma Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Hikma Settlement.
10. In connection with the releases provided for in the Hikma Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Indivior Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Indivior Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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

7. The Governmental Entity has the right to enforce the Indivior Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Indivior Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in 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, 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 Indivior Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Indivior Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Indivior Settlement.
10. In connection with the releases provided for in the Indivior Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

materially affect the Governmental Entities' decision to participate in the Indivior Settlement.

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 (“*Mylan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Mylan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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

7. The Governmental Entity has the right to enforce the Mylan Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Mylan Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in 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, 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 Mylan Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Mylan Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Mylan Settlement.
10. In connection with the releases provided for in the Mylan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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 April 4, 2025 (“*Sun Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Sun Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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

7. The Governmental Entity has the right to enforce the Sun Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sun Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in 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, 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 Sun Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Sun Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Sun Settlement.
10. In connection with the releases provided for in the Sun Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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 [date] (“*Zydus Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Zydus Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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

7. The Governmental Entity has the right to enforce the Zydus Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Zydus Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in 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, 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 Zydus Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Zydus Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Zydus Settlement.
10. In connection with the releases provided for in the Zydus Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

**WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE
ALLOCATION OF FUNDS PAID BY THE PURDUE BANKRUPTCY, SACKLERS,
AND CERTAIN OPIOID MANUFACTURERS**

JULY 24, 2025

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by the Purdue Bankruptcy, Sacklers, and Certain Opioid Manufacturers (the “Allocation Agreement IV”) governs the distribution of funds obtained from (1) the Purdue Bankruptcy and Sackler Direct Claims Settlement, (2) the Alvogen Settlement, (3) the Amneal Settlement, (4) the Apotex Settlement, (5) the Hikma Settlement, (6) the Indivior Settlement, (7) the Mylan Settlement, (8) the Sun Settlement, and (9) the Zydus Settlement in connection with the resolution of any and all claims by the State of Washington and the eligible counties, cities, and towns in Washington State (“Local Governments”) against the Settling Entities defined in the respective Settlement Agreements via the following settlements and bankruptcy plan of reorganization:

- (1) The 13th Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors (the “Purdue Plan”) , including and amendments thereto and all “Plan Documents” as defined therein, if the “Effective Date” as defined therein has occurred; (2) the Master Settlement Agreement By and Among the Master Disbursement Trust, Each of the Parties Listed On Exhibit A Hereto, Each of the Parties Listed on Exhibit B Hereto, the Sackler Parties’ Representative and PR L.P. and any subsequent amendments, and (3) Government Entity & Shareholder Direct Settlement Agreement and any subsequent amendments (collectively, the “Purdue Bankruptcy and Sackler Direct Claims Settlement”).
- Alvogen Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Alvogen Settlement”).
- Amneal Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Amneal Settlement”).
- Apotex Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Apotex Settlement”).
- Hikma Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Hikma Settlement”).
- Indivior Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Indivior Settlement”).
- Mylan Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Mylan Settlement”).
- Sun Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Sun Settlement”).

- Zydus Settlement Agreement dated April 4, 2025 and any subsequent amendments (“Zydus Settlement”)

Collectively, the Purdue Bankruptcy and Sackler Settlement, Alvogen Settlement, Amneal Settlement, Apotex Settlement, Hikma Settlement, Indivior Settlement, Mylan Settlement, Sun Settlement, and the Zydus Settlement shall be referred to as “the Settlements”. The Settlements can be accessed at <https://nationalopioidsettlement.com/> and the Purdue Plan can be accessed at <https://restructuring.ra.kroll.com/purduepharma/Home-DocketInfo?DocAttribute=4218&DocAttrName=PlanDisclosureStatement&MenuID=9013&Attribute=Plan%20%26%20Disclosure%20Statement>. The terms and definitions of each of the respective Settlements are incorporated into this Allocation Agreement IV, and any undefined terms in this Allocation Agreement IV are as defined in the Settlements.

1. This Allocation Agreement IV is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement IV shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.
2. This Allocation Agreement IV shall become effective with respect to a Settlement only if all of the following occur:
 - A. The State of Washington joins such Settlement and becomes a Settling State as provided for in the respective Settlement and, with respect to the Purdue Bankruptcy and Sackler Settlement the State of Washington votes in favor of the Purdue Plan or does not vote against the Purdue Plan, and does not object to the confirmation of the Purdue Plan.
 - B. Such Settlement becomes final and effective and a Consent Judgment that applies to Washington is filed and approved as provided for in the respective Settlement. For the Purdue Bankruptcy, the “Effective Date” as defined in the Purdue Plan has occurred.
 - C. The number of Local Governments that execute and return this Allocation Agreement IV satisfies the participation requirements for a State-Subdivision Agreement as specified in such Settlement.
3. *Requirements to become a Participating Local Government.* To become a Participating Local Government that can participate in this Allocation Agreement IV with respect to any one of the Settlements, a Local Government must do all of the following:
 - A. The Local Government must execute and return this Allocation Agreement IV.
 - B. The Local Government must do the following:
 - i. Release its claims against the Settling Entities identified in the respective Settlements and agree to be bound by the terms of the

Settlements by timely executing and returning the Participation Form for that Settlement and any other necessary documents.

- ii. Additionally, for the Purdue Bankruptcy and Sackler Direct Claims Settlement, either (1) vote in favor of or (2) abstain from voting on the Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors, and (3) not object to the confirmation of the Purdue Plan.
- C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.
- D. Each Local Government that is eligible to participate in this Allocation Agreement IV has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities (“MOU”) agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 1. By executing this Allocation Agreement IV, the Local Government agrees and affirms that the MOU applies to and shall govern the LG Share, as defined below, as modified by this Allocation Agreement IV for each of the Settlements in which the Local Government participates.

A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a “Participating Local Government” for that Settlement. A Local Government can be a “Participating Local Government” for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.

- 4. The allocations set forth in this Allocation Agreement IV apply to the following, all of which collectively shall be referred to as the “Washington Abatement Amount”:
 - A. For the Purdue Bankruptcy and Sackler Settlement, all amounts (collectively, “Washington Distributions”) that are apportioned to Washington as Estate Distributions or from the Shareholder Direct Settlement Portion, including, without limitation, those to Washington’s State Fund, Remediation Accounts Fund, Subdivision Fund, Direct Payment, Earned Direct Payment, and Estate Distributions for Washington and all Participating Local Governments for the Purdue Bankruptcy and Sackler Settlement, *provided*, however, that for the purposes of the allocations set forth in this Allocation Agreement IV, Washington Distributions shall not include State’s Fees and Costs (as defined below). This Allocation Agreement IV shall be considered a State-Subdivision

Agreement under the Government Entity & Shareholder Direct Settlement Agreement.

- B. For the Alvogen Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- C. For the Amneal Settlement, the State of Washington's (1) State Allocation and (2) Additional Remediation Amount.
- D. For the Apotex Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- E. For the Hikma Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- F. For the Indivior Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- G. For the Mylan Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- H. For the Sun Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.
- I. For the Zydus Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

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

- 5. The (1) Amneal Settlement, (2) Hikma Settlement, and (3) Indivior Settlement each provide the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value as specified in those Settlements of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product for each of those Settlements. If the State elects to obtain Settlement Product for a particular Settlement, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement IV, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash conversion value assigned to it in the respective Settlement Agreements, *i.e.*, the "Settlement Product Cash Conversion Amount" or the "Cash Conversion Amount" identified in those settlements.

6. The allocations set forth in this Allocation Agreement IV do not apply to (i) the State Cost Fund, State AG Fees and Costs, State Expense Fund, State AG Fees, State Direct Expenses, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or via Fee Petitions or that are paid directly or indirectly via the Settlements or court order to the State of Washington and/or its outside counsels ("State's Fees and Costs") or to (ii) any payments made to Participating Subdivisions pursuant to section 5.9 of the Purdue Plan, which provides for a Local Government Fee Fund.
7. This Allocation Agreement IV and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement IV combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is \$150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives \$1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)
8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement IV shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement IV and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.
9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.
10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington ("State Share").
 - B. Fifty percent (50%) to the Participating Local Governments ("LG Share").
11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 1 as amended and modified in this Allocation Agreement IV.
12. For purposes of this Allocation Agreement IV only, the MOU is modified as follows and any contrary provisions in the MOU are struck:

- A. Exhibit A of the MOU is replaced by the Exhibit specifying the List of Opioid Remediation Uses for each of the respective Settlements, which generally can be found at Exhibit E of the respective Settlements.
- B. The definition of “Litigating Local Governments” in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements and shall also include any local government that notified Judge Polster in Case No. 1:17-md-02804-DAP of its intent to sue any of the settling entities that are covered by this Allocation Agreement.
- C. The definition of “National Settlement Agreement” in Section A.6 of the MOU shall mean the Settlements.
- D. The definition of “Settlement” in Section A.14 of the MOU shall mean the Settlements and expressly includes the Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors.
- E. The MOU is amended to add new Section C.4.g.vIV, which provides as follows:

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

- F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the MOU and the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney’s Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022).

- G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the Settlement Administrator.
- H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions' contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.
- I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from a Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, as well as the Purdue Plan, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement IV shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.
- J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of

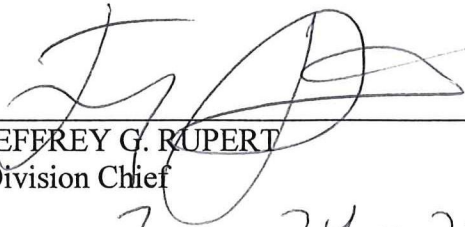
the MOU shall be the percentage set forth in that contingency fee agreement.

- K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements as well as any payments made to Participating Subdivisions pursuant to section 5.9 of the Purdue Plan shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement IV apply) of any Litigating Local Government contingency fee agreement referred to above has been met.
 - L. To the extent there are any excess funds in the GFF, the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
- 13. In connection with the execution and administration of this Allocation Agreement IV, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*
 - 14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement IV as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.
 - 15. If any party to this Allocation Agreement IV believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlements has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
 - 16. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Entities are subject to the requirements of the MOU and this Allocation Agreement IV.
 - 17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.

18. Venue for any legal action related to this Allocation Agreement IV (separate and apart from the MOU or the Settlements) shall be in King County, Washington. Washington law shall govern any dispute.
19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement IV have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement IV.

FOR THE STATE OF WASHINGTON:

NICHOLAS W. BROWN
Attorney General



JEFFEREY G. RUPERT
Division Chief

Date: 7-24-2025

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: _____

Authorized signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
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
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Franklin County

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

Garfield County

Garfield County	0.0321982209%
Pomeroy	
County Total:	0.0321982209%

Grant County

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

EXHIBIT B

County	Local Government	% Allocation
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Grays Harbor County

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

Island County

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

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

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
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Spokane County

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%

Stevens County

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
County Total:	0.7479240179%

Thurston County

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
County Total:	3.3712525050%

Wahkiakum County

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 C

KING COUNTY REGIONAL AGREEMENT

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



City of Longview

Agenda Summary

APPROVAL OF CLAIMS

Based upon the authentication and certification of claims and demands against the city, prepared and signed by the City's auditing officer, and in full reliance thereon, it is moved and seconded as shown in the minutes of this meeting that the following vouchers/warrants are approved for payment:

SECOND HALF JULY 2025 ACCOUNTS PAYABLE: \$1,649,799.50

SECOND HALF JULY 2025 PAYROLL:

\$443,394.02, checks
\$1,067,550.32, direct deposits
\$898,104.29, wire transfers
\$2,409,048.63 Total

STAFF CONTACT:

Lindy Kennedy, Accountant
Sara Rios, Payroll Specialist

Attachments: None



City of Longview

Agenda Summary

PROJECT COMPLETION - NICHOLS BLVD AND OLYMPIA WAY PAVEMENT REHABILITATION

RECOMMENDED ACTION:

MOTION TO ACCEPT AS COMPLETE THE NICHOLS BLVD AND OLYMPIA WAY PAVEMENT REHABILITATION PROJECT

DATE: August 12, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve streets and roads

Improve transportation systems

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The Nichols Blvd and Olympia Way Pavement Rehabilitation project has been completed in accordance with the plans and specifications under Contract No. 24-2486-R entered into between the City of Longview and Western United Civil Group LLC. The City Council must accept the project as complete before final contract closeout can be accomplished.

RECOMMENDED ACTION:

Motion to accept as complete the Nichols Blvd and Olympia Way pavement rehabilitation project.

STAFF CONTACT:

Project Engineer Morgan Palmer

Attachments: None



City of Longview

Agenda Summary

BID REVIEW - MT. SOLO RESERVOIR FILL LINE

RECOMMENDED ACTION:

MOTION TO ACCEPT THE LOW BID AND AWARD TO DEWITT CONSTRUCTION INC. IN THE AMOUNT OF \$3,208,854.73

DATE: August 12, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Provide sustainable water quality and environmental infrastructure

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The project provides for the construction of approximately 750 linear feet of 26-inch diameter water main via horizontal directional drilling, approximately 80 linear feet of 26-inch diameter water main via open trench, and approximately 100 linear feet of 20-inch diameter restrained joint ductile iron water main via open trench. The project also includes surveying, clearing & grubbing, earthwork, rock placement, erosion control, site restoration, and any other incidentals and other work necessary to complete the specified work, all in accordance with contract plans, contract provisions, and the standard specifications.

On Wednesday, July 30, 2025, seven bids were received as follows:

\$3,208,854.73 – Dewitt Construction Inc., Vancouver, WA
\$3,229,599.90 – Jeffries Construction, LLC, Woodland, WA
\$3,283,773.00 – Eadon Prairie Construction, Toledo, WA
\$4,007,517.00 – Nutter Corporation, Vancouver, WA
\$4,092,600.00 – Advanced Excavating Specialists, LLC, Kelso, WA
\$4,251,888.30 – Tapani, Inc., Battle Ground, WA
\$4,505,198.70 – Midway Underground LLC, Toledo, WA

\$2,820,000.00 - Engineer's Estimate

The low bid received was determined to be regular and responsive.

FINANCIAL SUMMARY:

- Total Estimated Project Cost: \$3,790,000
 - Construction Costs: \$3,370,000 (Incl. 5% contingency above contract amount)
 - Consultant PE Costs (to date): \$279,000
 - Remaining Consultant CE Support Contract: \$66,000
 - Estimated City PE/CE Staff Time: \$75,000
- Funding Sources:
 - 2023 FEMA Grant: \$1,216,050.61
 - Water Construction Fund: \$2,573,949.39
 - This will delay other capital improvement projects until at least the 2026 budget cycle
- Grant Adjustment Efforts:
 - City is in discussions with FEMA to potentially increase grant funding due to construction cost escalation, but no increase is currently guaranteed.

RECOMMENDED ACTION:

Motion to accept the low bid and award to Dewitt Construction Inc. in the amount of \$3,208,854.73

STAFF CONTACT:

Project Engineer Levi Lindeman

Attachments: None



City of Longview Agenda Summary Sheet

1525 Broadway
Longview, WA 98632
www.mylongview.com

AGENDA TITLE: A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH LONGVIEW SCHOOL DISTRICT NO. 122 FOR PROVIDING SCHOOL RESOURCE OFFICERS

DATE: August 12, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance public safety & emergency response
Preserve and enhance neighborhoods
Address quality of place issues

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The City and the School District desire to develop a community partnership in order to provide commissioned law enforcement officers of the State of Washington with sworn authority to make arrests as school resource officers (“SROs”), who will be deployed in community-oriented policing and assigned to work in School District schools to build positive relationships with students and address crime and disorder problems, gangs, and drug activities affecting or occurring in or around K-12 schools. The proposed interlocal is attached.

The changes to this Interlocal Agreement are:

- 1) Updated dates on page 1 and 8
- 2) Update to section 4 (b) on page 2 which increases the amount the School District pays for SRO related overtime from 75% to 100%
- 3) Attachment A has updated wages that are split between the City and School District 50/50

RECOMMENDED ACTION: Motion to adopt Resolution 2572

STAFF CONTACT: Police Chief Robert Huhta

**CITY OF LONGVIEW
RESOLUTION NO. 2572**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
INTERLOCAL AGREEMENT WITH LONGVIEW SCHOOL DISTRICT NO. 122 FOR
PROVIDING SCHOOL RESOURCE OFFICERS.**

WHEREAS, the City maintains the Longview Police Department (“Department”) consisting of personnel and equipment, the purpose of which is to serve the needs of all of the citizens of the City of Longview;

WHEREAS, the School District operates and maintains public schools within the City that are attended by several-thousand students each day and has a need for more extensive and intensive police services than the general public;

WHEREAS, the purpose of this Agreement is to develop a community partnership in order to provide commissioned law enforcement officers of the State of Washington with sworn authority to make arrests as school resource officers (“SROs”), who will be deployed in community-oriented policing and assigned to work in School District schools to build positive relationships with students and address crime and disorder problems, gangs, and drug activities affecting or occurring in or around K-12 schools;

WHEREAS, RCW 28A.320.124-.1242 and School District Board of Directors Policy 4311 and Procedure 4311P mandate certain training and other requirements for SROs, and the parties desire to conduct the SRO program in full compliance with those legal requirements; and

WHEREAS, the City and the School District intend that SROs should focus on keeping students out of the criminal justice system when possible and should not be used to attempt to impose criminal sanctions in matters that are more appropriately handled within the educational system.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
LONGVIEW, WASHINGTON:**

Section 1. The City Manager is hereby authorized and directed to execute the Interlocal Agreement by and between the City of Longview and Longview School District No. 122 for providing School Resource Officers.

**PASSED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON,
THIS _____ DAY OF _____, 2025.**

Mayor

ATTEST:

City Clerk

INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES

THIS INTERLOCAL AGREEMENT (“Agreement”) is made pursuant to Chapter 39.34 RCW between the CITY OF LONGVIEW, a non-charter code city of the State of Washington, hereinafter referred to as the “City,” and LONGVIEW SCHOOL DISTRICT NO. 122, a Washington quasi-municipal corporation, hereinafter referred to as the “School District.”

RECITALS

WHEREAS, the City maintains the Longview Police Department (“Department”) consisting of personnel and equipment, the purpose of which is to serve the needs of all of the citizens of the City of Longview;

WHEREAS, the School District operates and maintains public schools within the City that are attended by several-thousand students each day and has a need for more extensive and intensive police services than the general public;

WHEREAS, the purpose of this Agreement is to develop a community partnership in order to provide commissioned law enforcement officers of the State of Washington with sworn authority to make arrests as school resource officers (“SROs”), who will be deployed in community-oriented policing and assigned to work in School District schools to build positive relationships with students and address crime and disorder problems, gangs, and drug activities affecting or occurring in or around K-12 schools;

WHEREAS, RCW 28A.320.124-.1242 and School District Board of Directors Policy 4311 and Procedure 4311P mandate certain training and other requirements for SROs, and the parties desire to conduct the SRO program in full compliance with those legal requirements; and

WHEREAS, the City and the School District intend that SROs should focus on keeping students out of the criminal justice system when possible and should not be used to attempt to impose criminal sanctions in matters that are more appropriately handled within the educational system.

NOW, THEREFORE, in consideration of the benefits to be derived by the City, and the School District, it is hereby agreed as follows:

1. **PURPOSE OF AGREEMENT:** The recitals stated above are fully incorporated into this Agreement. The purpose of this Agreement is to secure the services of two (2) City police officers to work as SROs in accordance with the terms of this Agreement.
2. **NO ENTITY CREATED:** There is and will be no separate organization or administrative entity necessitated by this Agreement.
3. **DURATION OF AGREEMENT:** This Agreement will be effective for the period September 1, 2025, through August 31, 2026. This Agreement may be extended for additional one-year periods by the agreement of the School District’s Board of Directors and the City. This Agreement is subject to termination by either of the parties hereto upon not less than ninety (90)

days' written notice to the City's Chief of Police or his/her designee or the School District's Superintendent or his/her designee.

4. **COMPENSATION:** The School District will pay an amount to the City for the performance of the services to the School District contemplated by this Agreement, determined in the following manner:

a. The School District will not be the employer of the SROs. The School District will reimburse the City for a portion of the SROs' salaries and benefit expenses as outlined on Attachment A, which constitutes the annual budget for the services provided under this Agreement. The sum will be one half (50%) the cost of the salary and benefit expenses. The City will bill the School District on a quarterly basis.

b. In the event that the SROs are requested by the School District to work more than forty-five (45) hours per officer during any calendar week when school is in session, such SROs will be paid overtime by the City. The School District will reimburse the City for one hundred (100) percent of overtime that is a direct result of the SROs' duties. When the SROs are required to work overtime by the Department (non-SRO duties), that overtime will be paid by the City exclusively. The City will bill the School District for any overtime on a quarterly basis.

c. Any adjustments to the shifts of the SROs will be regulated by any current labor agreements between the City and the SROs' collective bargaining representative. The City and the School District will provide seven (7) days' notice to the SROs prior to any change in the SROs' shift schedules.

d. If the School District requests one or more SROs to attend an event outside of the SROs' shift(s), and the School District cancels the request with less than twenty-four (24) hours notice, the School District will reimburse the City for the amount of overtime to which the SROs would have been entitled had they worked that event as compensation to the SROs.

5. **RESPONSIBILITIES OF SROS:**

a. **Purpose of SROs:** The SRO program is designed to improve school safety and the educational climate at the School District's schools. SROs will support a positive school climate by developing positive relationships with students, parents, and staff, and by helping to promote a safe, inclusive, and positive learning environment.

b. **Primary Duties:** The SROs will primarily address all criminal activities on the School District's school campuses and transportation. As a general rule, law enforcement activity should take place at a location other than school premises. However, law enforcement activities by an SRO on school premises may include: interviews and interrogations; search of a student's person, possessions, or locker; citations; filing of delinquency petitions; referral to a probation officer; arrests; and other referrals to the juvenile justice system. The SROs will respond to calls of disorderly conduct, threats, violence, and misbehaviors that meet high risk potentials in the schools, and will handle, when appropriate, other school-related activities directly adjacent to the schools. If the SRO is already on a detail, a patrol officer will be dispatched to any calls demanding immediate attention. The responding officer will initiate criminal investigations, when required, and handle traffic-related activities directly adjacent to the schools.

c. **Other Duties:** The SROs will work with the schools on educating staff and students on safety issues, law enforcement issues, and citizenship responsibility. The SROs will work with the schools on establishing safety and emergency plans. They will be trained and familiar with relevant School District policies/procedures and appropriate laws. In addition, the SROs will recognize and respond to those situations where intervention is needed. This may include setting up meetings with those agencies that need to be involved, meeting with parents, and assisting in helping to secure the necessary intervention for youth who are at-risk. SROs will also be members of school-based threat assessment teams, which are preventative in purpose.

d. **Compliance with Laws:** In performing their work as SROs, the officers will comply with all applicable federal, state, and local laws, regulations, and ordinances. The SROs will also comply with all applicable School District policies and procedures.

e. **Restrictions on Immigration Enforcement:** SRO duties do not extend to immigration enforcement, and SROs will not inquire into or collect information about an individual's immigration or citizenship status or place of birth. SROs will not provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law and consistent with School District policy/procedure 4310 ("Relations with Law Enforcement and Other Government Agencies").

f. **Limitations:** The primary responsibility for maintaining proper order and conduct in the schools resides with school principals or their designees, with the support of other school staff. Principals or their designees maintain order and handle all student discipline matters consistent with policies/procedures 3240 and 3241 adopted by the School District's Board of Directors. An SRO is prohibited from becoming involved in formal school discipline situations that are the responsibility of school administrators. The parties recognize that a trained SRO knows when to informally interact with students to reinforce school rules and when to enforce the law.

g. **Holiday Periods:** The SROs will take their accrued vacation and compensatory time during those times in the school year when school is not in session—i.e., on School District holidays and winter, spring, and summer breaks. During times that school is not in session, but the SROs are not on vacation, the SROs will be assigned police duties based on needs of the City.

h. **Emergency Availability:** The SROs will be available to respond to citywide emergencies when needed for officer safety backup. Other City police officers will be available to assist the SROs or when the SROs are unavailable.

i. **Summer Session:** The School District and the Department will consult together regarding summer school schedules. SROs will not be assigned to summer school sessions. Incidents requiring a law enforcement response should be handled by the school calling Cowlitz 911. A patrol officer will be dispatched based on incident protocols. If a SRO is working a patrol shift that day, the SRO will respond to the school if available.

6. **RESPONSIBILITIES OF CITY:**

a. The City will employ the SROs and is responsible for the hiring, training, discipline, and dismissal of its personnel. The City will provide the SROs with all uniforms, equipment, vehicles, and training necessary to provide the services called for by this Agreement,

and it will pay all salaries and benefits to which the SROs are entitled under the employment provisions applicable.

b. In the event that one of the SROs becomes ill or injured and is expected to be absent due to illness or injury for more than five (5) consecutive working days, a replacement officer will be assigned by the City.

c. Each SRO will have a cellular telephone. If a call is an emergency, the school should call 911 first and then the SRO. The School District should request copies of police reports through the Longview Police Department.

7. RESPONSIBILITIES OF SCHOOL DISTRICT:

a. The School District will provide a secure space for the SROs to conduct interviews, make phone calls, access criminal justice information, and complete reports in each high school served by such SROs.

b. Teachers and school administrators may ask SROs to intervene if a student's presence poses an immediate and continuing danger to others or an immediate and continuing threat of material and substantial disruption of the educational process, or in other emergency circumstances, in accordance with School District Policy 4311.

c. SROS will be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.

8. ADMINISTRATION OF AGREEMENT: The services provided by the City to the School District under this Agreement will be administered by the Program Administrator, who will be the City's Chief of Police or his/her designee.

9. TRAINING REQUIREMENTS: Officers assigned as an SRO must complete the training requirements described in RCW 28A.400.345 within the described time constraints. The City will provide the School District with training records as evidence the training was completed.

10. HIRING AND PLACEMENT:

a. The City will hire, train, and assign two police officers as SROs for the School District. The City will notify the School District prior to assignment of such personnel and any time there is a change in SRO assignment. The City will annually conduct a written performance evaluation of each SRO that includes input from the School District.

b. The School District may request that a specific police officer not be assigned as an SRO, in which event the Chief of Police and Superintendent, or their respective designees, will meet within five (5) business days and discuss in good faith the reasons for the School District's request. Following such meeting, the School District will make the final decision regarding whether to exclude an officer from working as an SRO. If an officer is so excluded, the City will assign alternative personnel as the SRO.

c. Periodic work schedules will be designed in conjunction with the SROs, the Department, and the principals. One SRO will be assigned to R.A. Long High School and Monticello Middle School, and one SRO will be assigned to Mark Morris High School and Cascade Middle School. Coverage of Mt. Solo Middle School will be shared by both SROs. Assignment to high schools and feeder schools will be made by collaboration between the School District and the Department. The SROs will make their presence known and interact with the administration, faculty, staff, and the students. The SROs may respond to other school facilities when requested.

d. Although the SROs will be spending most of their time involved with the above-mentioned high schools, this does not preclude them from being active in any other schools in the School District. The SROs may spend time in known youth gathering areas near school facilities as the schedule permits.

e. Ongoing, effective communications will occur between the principals of the high schools and the SROs. If a personnel conflict arises, the administrator of the School District who oversees district-wide security will be informed, as will the SRO's immediate supervisor, who will inform the Program Administrator and/or chief of the City's Department.

11. **COMPLAINTS:** The District has established a means for resolving concerns that may arise related to SROs, which is outlined in Procedure 4311P. This complaint-resolution system allows parents, guardians, and adult students to submit written complaints alleging improper conduct by SROs that has directly aggrieved them to their school principal or designee. A sincere effort will be made to resolve the complaint at that level. If not resolved, the parent, guardian, or adult student may appeal the complaint to the Superintendent or designee in writing as provided in Procedure 4311P.

12. **ANNUAL REVIEW:** A yearly assessment of the SRO program will be conducted by the City's Chief of Police or designee, and the School District Superintendent or designee, prior to July 1 of each calendar year.

13. **OWNERSHIP OF FACILITIES:** There are no facilities or properties to be acquired or purchased as a result of this Agreement. Upon termination of this Agreement, each party will promptly surrender any property belonging to the other party.

14. **INDEMNIFICATION:**

a. **By the School District.** The School District will indemnify and hold harmless the City and its elected officials, officers, employees, and agents (the "City Indemnified Parties") from and against all third-party claims, suits, actions, losses, damages, liabilities, judgments, costs, demands, penalties, and expenses (including attorney's fees arising therefrom) of any nature whatsoever ("Claims") arising out of, in connection with, or incident to the execution of this Agreement or the School District's performance or failure to perform any aspect of this Agreement; provided, however, that if such Claims are caused by or result from the concurrent negligence of the School District and/or its officers, employees, or agents and the City Indemnified Parties, the School District will be required to indemnify and hold harmless the City Indemnified Parties only to the extent of the negligence of the School District or its officers, employees, or agents; and

provided further, that nothing herein will require the School District to indemnify or hold harmless the City Indemnified Parties from any Claims arising from the sole negligence of the City Indemnified Parties.

b. **By the City.** The City will indemnify and hold harmless the School District and its elected officials, officers, employees, and agents (the “School District Indemnified Parties”) from and against all third-party Claims arising out of, in connection with, or incident to the execution of this Agreement, the City’s performance or failure to perform any aspect of this Agreement, and the actions of City personnel assigned as SROs; provided, however, that if such Claims are caused by or result from the concurrent negligence of the City and/or its officers, employees, or agents and the School District Indemnified Parties, the City will be required to indemnify and hold harmless the School District Indemnified Parties only to the extent of the negligence of the City or its officers, employees, or agents; and provided further, that nothing herein will require the City to indemnify or hold harmless the School District Indemnified Parties from any Claims arising from the sole negligence of the School District Indemnified Parties.

15. **INSURANCE:** Each party will procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of this Agreement, which insurance will not be less than the following: Commercial General Liability in an amount no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate that covers liability arising from personal injury, bodily injury, and property damage. The City will also maintain law enforcement liability coverage of no less than \$ 5,000,000. The City and School District will be named by endorsement as an additional insured or equivalent coverage commitment under the City’s and School District’s respective Commercial General Liability insurance policies or equivalent self-insurance cooperative agreements. If a party to the Agreement is a member of a self-insured, governmental risk pool providing insurance of the type and at the limits specified herein, that will satisfy the requirements of this section.

16. **RELATIONSHIP OF THE PARTIES:** Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the parties, or between one party and the employees, agents, or independent contractors of the other party. The employees, agents, or independent contractors of one party do not have authority to act as an agent for, or on behalf of, the other party, to represent the other party, or to bind the other party in any manner. The personnel of each party will be and remain employees, agents, or independent contractors of that party.

17. **BACKGROUND CHECKS:** In the event that any of the City’s employees or applicants for employment will have regularly scheduled unsupervised access to children in performance of this Agreement, the District will require a record check through the Washington State Patrol criminal investigation system under RCW 43.43.830-.834, RCW 10.97.030, and RCW 10.97.050, and through the Federal Bureau of Investigation, before either hiring the applicant or allowing the previously hired employee to work at District facilities. The records check will include a fingerprint check using a complete Washington State criminal identification fingerprint card. If an applicant has had a records check within the previous two (2) years, the City may waive the records check requirement for that applicant. The City will pay all costs of the requirements set forth in this provision.

18. **CRIMES AGAINST CHILDREN:** In accordance with RCW 28A.400.330, the City will prohibit any of its employees from working at a public school who has or may have contact with children at a public school of the School District during the course of his or her employment and who has pleaded guilty to or been convicted of any crime enumerated in RCW 28A.400.322, as now or hereafter amended. Any failure to comply with this section will be grounds for the School District to immediately terminate the Agreement.
19. **ASSIGNMENT AND CONTRACTING:** Neither the Agreement, nor any of the rights or obligations arising under the Agreement, may be assigned by either party without the other party's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their successors and assigns.
20. **GOVERNING LAW AND FORUM:** In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that any such action or proceeding will be brought in a court of competent jurisdiction in Cowlitz County, Washington. The laws of the State of Washington will apply to this Agreement, with the exception of its choice-of-law rules.
21. **SEVERABILITY:** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
22. **NON-WAIVER:** Any failure by a party to enforce strict performance of any provision of the Agreement will not constitute a waiver of the party's right to subsequently enforce such provision or any other provision of the Agreement.
23. **NOTICES:** All notices and other communications under the Agreement must be in writing and must be given by registered or certified mail, postage prepaid, delivered by hand, or sent by email. The following representatives of the parties have been designated to receive notice. The parties will notify in writing the other party regarding changes to their representatives. For the City: John Reeves, Captain, 1351 Hudson St., Longview, WA 98632, john.reeves@ci.longview.wa.us. For the School District: Rick Parrish, Executive Director of Operations, 2715 Lilac Street, Longview, WA 98632, rparrish@longview.k12.wa.us
24. **COUNTERPARTS:** The Agreement may be signed in counterparts, each of which will be deemed an original, and all of which, taken together, will be deemed one and the same document.
25. **MODIFICATIONS:** Modifications to this Agreement may be made only by written instrument properly signed by the authorized representatives of both parties.
26. **SURVIVAL:** The parties expressly intend and agree that the terms of Sections 14-15 will survive the expiration or termination of this Agreement for any reason.
27. **NO THIRD-PARTY BENEFICIARIES:** This Agreement is made and entered into for the sole benefit of the City and the School District. No third party will be deemed to have any rights under this Agreement, and there are no third-party beneficiaries to this Agreement.

28. **INTEGRATED AGREEMENT:** This Agreement, together with the attachments and addenda, if any, represents the entire and fully integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of August, 2025.

CITY OF LONGVIEW

LONGVIEW SCHOOL DISTRICT NO. 122

By _____
City Manager

By _____
School Board President

ATTEST:

APPROVED:

City Clerk

School Board Secretary

APPROVED:

City Attorney

ATTACHMENT A

2025 Calendar Year

SUMMARY STATEMENT:

The 2025 funding of SRO salaries and benefits will be as follows:

Cost of two SROs' salaries and benefits	\$333,691
Amount Paid by the City	\$166,845.50
Amount Paid by the School District	\$166,845.50

This amount is the base amount and does not include any overtime incurred as described in Section 4(b) of this Agreement. The City will bill the School District on a quarterly basis.

2026 Calendar Year

SUMMARY STATEMENT:

The 2026 funding of SRO salaries and benefits will be as follows:

Cost of two SROs' salaries and benefits	\$349,010
Amount Paid by the City	\$174,505
Amount Paid by the School District	\$174,505

This amount is the base amount and does not include any overtime incurred as described in Section 4(b) of this Agreement. The City will bill the School District on a quarterly basis.



City of Longview Agenda Summary Sheet

1525 Broadway
Longview, WA 98632
www.mylongview.com

AGENDA TITLE: A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH COWLITZ COUNTY FOR ANIMAL CONTROL SERVICES

DATE: August 12, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance public safety & emergency response
Preserve and enhance neighborhoods
Address quality of place issues

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

This agenda item seeks Council approval to enter into an Interlocal Agreement between the City of Longview and Cowlitz County to provide reciprocal animal control services during after-hours periods—specifically evenings, weekends, and holidays when standard staffing is unavailable.

Under this agreement, the City and County each designate the other as a secondary animal control agent, authorized to respond to animal control issues when requested. Each party retains discretion to accept or decline a service request. Services include enforcement of animal control ordinances, handling of dangerous or nuisance animals, and impoundment when necessary.

Animal control officers from each jurisdiction will have limited authority to enforce relevant animal laws in the other's territory when acting under this agreement. The Humane Society for Southwest Washington will remain the designated animal impound facility unless otherwise agreed in writing.

The agreement establishes a cost-recovery structure based on hourly rates for regular and after-hours service:

RECOMMENDED ACTION: Motion to adopt Resolution 2573

STAFF CONTACT: Police Chief Robert Huhta

**CITY OF LONGVIEW
RESOLUTION NO. 2573**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
INTERLOCAL AGREEMENT WITH COWLITZ COUNTY FOR AFTER HOURS
ANIMAL CONTROL SERVICES**

WHEREAS, both the City and the County have adopted ordinances for the control of animals;

WHEREAS, both the County and the City have implemented successful programs of enforcement of its animal control ordinances, as well as orderly and sound procedures and control principles which have been of great benefit to the citizens of the County and the City;

WHEREAS, the County and the City desire to enter into an agreement wherein the County will provide certain services through its Cowlitz County Animal Control program to the City of Longview; and, the City of Longview will provide certain services through its City of Longview Animal Control program to Cowlitz County;

WHEREAS, the City and the County currently have the power and authority to control animal nuisances, and this is a proper subject for an agreement under RCW 39.34, providing for cooperation between government entities:

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
LONGVIEW, WASHINGTON:**

Section 1. The City Manager is hereby authorized and directed to execute the Interlocal Agreement by and between the City of Longview and Cowlitz County for Animal Control Services.

**PASSED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON,
THIS _____ DAY OF _____, 2025.**

Mayor

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT TO PROVIDE
AFTER HOURS ANIMAL CONTROL
SERVICES**

THIS AGREEMENT IS MADE by and between COWLITZ COUNTY, WASHINGTON, a municipal corporation, (“*County*”), and the CITY OF LONGVIEW, WASHINGTON, a municipal corporation (“*City*”).

RECITALS

WHEREAS, both the City and the County have adopted ordinances for the control of animals;

WHEREAS, both the County and the City have implemented successful programs of enforcement of its animal control ordinances, as well as orderly and sound procedures and control principles which have been of great benefit to the citizens of the County and the City;

WHEREAS, the County and the City desire to enter into an agreement wherein the County will provide certain services through its Cowlitz County Animal Control program to the City of Longview; and, the City of Longview will provide certain services through its City of Longview Animal Control program to Cowlitz County;

WHEREAS, the City and the County currently have the power and authority to control animal nuisances, and this is a proper subject for an agreement under RCW 39.34, providing for cooperation between government entities:

NOW, THEREFORE, it is mutually agreed as follows:

AGREEMENT

1. Designation: The City hereby designates the County as its secondary Animal Control Agent and authorizes it to act in that capacity within its boundaries when requested by the City. The County hereby designates the City as its secondary Animal Control Agent and authorizes it to act in that capacity within its boundaries when requested by the County.
2. Services to be Rendered: The County shall provide animal control enforcement services to the City as specifically stated herein, pursuant to the authority granted in the City of Longview Municipal Code Chapter 6.06, Animals and Animal Control, as originally enacted or thereafter amended, which provides for abatement of animal control nuisances and the regulation of dogs and cats. The City shall provide animal control enforcement services to the County as specifically stated herein, pursuant to the authority granted in Cowlitz County Code Chapter 6.12, Animal Control, as originally enacted or thereafter amended, which provides for abatement of animal control nuisances and the regulation of dogs and cats.
 - 2.1. Animal Control Agent: Cowlitz County Animal Control Officers and their designees are hereby designated as agents of the City, for the limited purpose of enforcing State and local laws, ordinances, and regulations relating to the control of animals including dogs and cats, prevention of cruelty to animals, and the regulation of dangerous dogs. City Animal Control Officers and their designees are hereby designated as agents of the County, for the limited purpose of

enforcing State and local laws, ordinances, and regulations relating to the control of animals including dogs and cats, prevention of cruelty to animals, and the regulation of dangerous dogs.

- 2.2. Services: The County may provide animal control enforcement services within the City, and the City may provide animal control enforcement services within the County. Requested services may be conducted during evening hours and weekends when staff for the City and County are not typically on duty. Services for one Party may be performed only at the specific request of that Party. The Party being requested to serve has the sole discretion to accept or decline the request for animal control enforcement services. If the Party being requested to serve declines the request, then the requesting Party is solely responsible for its own animal control enforcement services.
- 2.3. Enforcement: Whenever possible, in an attempt to educate pet owners and prevent animal nuisances, City or County residents may be contacted by City or County Animal Control Officers regarding complaints involving their animals. Whenever City or County Animal Control Officers directly observe violation of State or Local Laws, ordinances, or regulations, enforcement efforts may also include the issuance of citations, imposition of fines, or impoundment of animals pursuant to the appropriate law, ordinance, or regulation.
- 2.4. Designated Custodian of Animals: Pursuant to Longview Municipal Code 6.06.010, Cowlitz County Code 6.12.030, as originally enacted or thereafter amended, and by separate services agreement, the designated City and County custodian for the care and final disposition of impounded animals shall be the Humane Society for Southwest Washington, unless otherwise directed in writing by the City or County, or other agency having jurisdiction over or interest in the animals, and such writing is delivered to the City or County in advance of such designation change.
3. Patrol and Enforcement: The City shall pay to the County \$51.26 per hour for work performed during normal County works hours and an amount of \$70.16 per hour for work performed outside of normal County work hours. The County shall pay to the City \$39.85 per hour for work performed during normal City works hours and an amount of \$59.78 per hour for work performed outside of normal City work hours. These hourly rates may be updated on an annual basis as agreed to in writing by the Parties' Contracts Managers to reflect the approximate cost of their respective employees' time, based on a calculation of salary and benefits.

Each normal-work-hours call response will have a base of one hour, and each after-hours call response will have a base of two hours, charged according to the above respective hourly rates.

If an individual response exceeds the base amount, the response fee will be pro-rated and additional fees will be assessed according to the above hourly rates.

Work performed on the City's or County's behalf through appearance and testimony in Cowlitz County District Court, appeal hearings, or other courts of competent jurisdiction, may be charged according to the above hourly rates, without compensation for travel time. If the assistance of an attorney is required, the City shall utilize the City Attorney for City cases, and the County shall utilize the Prosecuting Attorney for County cases.

For those calls received not requiring an officer to respond with a field visit, no charge will be billed to

either Party.

- 3.1. Impoundment: The Parties maintain their own separate agreement with the Humane Society for Southwest Washington and pay separately their bills for animals impounded from within their respective jurisdictions.
4. Compliance Litigation: Each Party retains responsibility for all hearings, appeals, and administrative enforcement activities for their own cases, regardless of which Party performed the animal control services on the case. Costs for such services are the responsibility of the respective Party.
5. Indemnification:
 - 5.1. County Responsibility: The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent, reckless, or intentional action or omission of the County, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgement be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same. This indemnity and hold harmless shall include any claim made against the City by an employee of Cowlitz County or subcontractor or agent of the County, even if the County is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. For this purpose, the County, by mutual negotiation, hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51, RCW.
 - 5.2. City Responsibility. The City shall indemnify and hold harmless the County and its officers, agents, and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent, reckless, or intentional action or omission of the City, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgement be rendered against the County and its officers, agents, employees, or an of them, or jointly against the County and City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same. This indemnity and hold harmless shall include any claim made against the County by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. For this purpose, the City, by mutual negotiation, hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51, RCW.

- 5.3. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules, or regulations. If any clause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule, or regulation is at issue, the City shall defend the same at its sole expense and if judgement is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.
- 5.4. In executing this Agreement, the City does not assume liability or responsibility for or in any way release the County from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinances, rules, or regulations. If any clause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, or regulation is at issue, the County shall defend the same at its sole expense and if judgement is entered or damages are awarded against the County, the City, or both, the County shall satisfy the same, including all chargeable costs and attorneys' fees.
6. Terms of Agreement: This Agreement shall renew automatically each year until terminated by either Party.
7. Termination: This Agreement may be terminated by either the County or the City upon 60 days in advance, written notice. In the event the City desires to terminate this Agreement, said written notice shall be delivered to the Clerk of the Board of County Commissioners and, in the event the County desires to terminate this Agreement, said written notice shall be delivered to the Clerk of the City of Longview. Upon termination, each Party shall provide the other with an accounting of all funds as previously described herein. If the Agreement is terminated, each Party is responsible for payment for duties performed by the other up until the effective date of termination.
8. Administration; Property; Financing; Budgets: This Interlocal Agreement does not establish or create a separate legal or administrative entity or a joint board to accomplish the purposes hereof. The County and the City will not acquire any jointly owned real or personal property in connection with the performance of this Agreement. Any real or personal property used or acquired by the County or the City in connection with the performance of this Agreement shall be disposed of by that Party as it shall determine in its discretion. The County and the City shall be responsible for their own individual financial costs of performance of this Agreement. No joint budget will be prepared to carry out the performance of this Agreement.
9. Third Party Beneficiaries: The Parties do not intend by this Agreement to assume any contractual obligations to any person or entity other than one another. While the purpose of the Agreement is generally to benefit the public, the Parties do not intend there to be any third-party beneficiary to this Agreement.

10. Venue and Choice of Law: This Agreement is made and delivered in the State of Washington, and it is mutually understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Washington, notwithstanding any conflict of law, and that venue for any proceeding shall be Cowlitz County, Washington.
11. Entire Agreement: This Agreement contains the full and complete understanding of the Parties and contains all of the terms and conditions of the Parties with respect to the subject matter defined herein. No prior agreements or understandings shall be effective to the contrary.
12. Interlocal Cooperation Act Compliance: This is an Agreement entered into pursuant to Chapter 39.34 RCW, which purpose is set forth in the Recitals Section above. Its duration shall be one year, and its manner of financing is described in Section 3 above. The manner of termination is as provided in Section 7, and the method for disposing of property upon partial or complete termination is as set forth in Section 8.
13. Severability: If any section or part of this Agreement is held by a court to be invalid, whether under general principals of law, failure to comply with any law or regulation, or for any other reason, such decision shall not affect the validity of any other part of this Agreement.
14. Contract Managers:

City: Robert Huhta, Police Chief

County: Brad Thurman, Cowlitz County Sheriff

Change of Representative: The County or the City may change its designated representative(s) at any time by written notice.
15. Relationship of Parties: An independent contractor-client relationship is created through this Interlocal Agreement. No agent, employee, representative, or subcontractor of one Party shall be deemed an employee, agent, representative or subcontractor of the other Party other than by the express terms of this Agreement.
16. Assignment; Benefit of Agreement: This Interlocal Agreement shall inure to the benefit of and be binding upon the Parties and their successors and permitted assigns.
17. Counterparts: This Interlocal Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
18. Interlocal Agreement: Upon execution, one executed original of this Agreement shall be retained by the City and one shall be retained by the County.
19. No Personal Liability: Notwithstanding anything contained to the contrary in any provision of this Interlocal Agreement, it is specifically agreed and understood that there shall be absolutely no personal liability on the part of any individual officers or directors of the County or the City with

respect to any of the obligations, terms, covenants, and conditions of this Interlocal Agreement.

20. Dispute Resolution and Litigation: The Parties are committed to working cooperatively in resolving all matters related to this Agreement and achieving its intent and purpose. If a dispute should arise, then the Parties agree to meet on an informal basis and try to resolve the matter. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the Parties see that such actions shall be initiated in the Superior Court of the State of Washington, in and for Cowlitz County. The Parties are responsible for their own attorneys' fees.
21. Additional Documents: The Parties agree to cooperate fully and execute any and all supplemental documents which are reasonably necessary and to take all additional actions which are reasonably necessary and appropriate to give full force and effect to the basic terms and intent of this Agreement.
22. Time of the Essence: Time is of the essence in this Agreement.
23. Paragraph Headings: Paragraph headings are included solely for the convenience of the reader and are not intended to be a part of this Agreement.
24. Waiver: The waiver by any Party to this Agreement of a breach of any provision in this Agreement shall be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach of this Agreement unless specified in writing.
25. Effective Date: This Agreement shall become Effective upon approval and execution by all Parties following appropriate action by ordinance, resolution or otherwise pursuant to the law of the governing body of each Party.

[Remainder of page left blank intentionally; signatures below]

CITY OF LONGVIEW

By: _____

Jennifer Wills, City Manager

Attest:

By: _____

Tiffany Ostreim, City Clerk

Approved as to form only:

By: _____

James Goodman, Senior Assistant City Attorney

**BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON**

Richard R. Dahl, Chairman

Steve Rader, Commissioner

Steven L. Ferrell, Commissioner

ATTEST:

Kelly Dombrowski, Clerk of the Board



City of Longview

Agenda Summary

LEGISLATIVE COMMITTEE DESIGNEES

DATE: August 12, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Strengthen economic conditions & create new opportunities
Continue effective financial management

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

Staff is seeking City Council concurrence on the appointment of three Council Members to serve on the Council Legislative Committee. This committee will convene in late August and again in early September to review and refine draft legislative priorities and a proposed legislative policy document. The committee's work will culminate in a recommendation for discussion at the City's Legislative Dinner with our state delegation on September 25, with formal adoption of the final legislative agenda anticipated at a Special Meeting on November 6. The selected committee members will help shape the City's strategy and advocacy efforts ahead of the upcoming legislative session.

RECOMMENDED ACTION:

Confirm appointment of three Council Members to the Legislative Committee

STAFF CONTACT:

Jennifer Wills, City Manager

Attachments: None



City of Longview

Agenda Summary

CONTRACT AMENDMENT WITH GRIMM LAW FOR PUBLIC DEFENSE SERVICES

RECOMMENDED ACTION:

MOTION TO APPROVE CONTRACT AMENDMENT WITH GRIMM LAW

DATE: August 12, 2025

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance public safety & emergency response
Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

This amendment adjusts the City's contract with Grimm Law in response to Washington Supreme Court Order No. 25700-A-1644, which updates the Standards for Indigent Defense (CrR 3.1, CrRLJ 3.1, and JuCR 9.2). The order mandates a phased reduction in public defender caseloads, beginning in 2026, with a cap of 350 case credits per year per attorney and a gradual reduction to 120 cases per year by 2036.

To comply with these state-mandated standards, Grimm Law must expand capacity. The proposed amendment increases monthly compensation to \$104,000 beginning September 1, 2025, to support:

- Two additional attorneys (increasing from 5 to 7 total)
- One additional administrative staff member
- Leased office space and required equipment
- Pay adjustments for senior attorneys and support staff

This is an increased, non-budgeted expense that will be incorporated into a year-end budget adjustment. Because all Washington cities must meet these same requirements, recruitment and retention of qualified legal staff will be highly competitive statewide. Grimm Law has already begun recruitment efforts to avoid staffing shortages and ensure uninterrupted service to the City.

RECOMMENDED ACTION:

Motion to approve contract amendment with Grimm Law

STAFF CONTACT:

Jennifer Wills, City Manager

Attachments:

1. 2025 public defense contract amendment

**CITY OF LONGVIEW
2025 AMENDMENT TO CONTRACT
FOR INDIGENT DEFENSE SERVICES**

WHEREAS, the City of Longview, Washington (hereinafter “City”) provides indigent defense services to individuals who have been certified for representation in criminal charges before the Longview Municipal Court (hereinafter “Municipal Court”); and

WHEREAS, the lawyers employed by Longview Municipal Defense (hereinafter “Attorneys”) are licensed Attorneys in good standing in the state of Washington who have been selected to perform services to indigent defense clients under contract with the City; and

WHEREAS, the parties entered an into an agreement for provision of public defense services for the City with provisions for renewal (hereinafter the “Agreement”); and

WHEREAS, the City has seen a significant increase in its overall criminal case load and accordingly requires additional defense attorneys for indigent defendants facing possession or use charges; and

WHEREAS, the City wishes to continue its relationship with Attorneys; and

WHEREAS, the City anticipates needing defense services for approximately 2000 cases during 2026;

NOW, THEREFORE, the parties agree to the following amendment to the Agreement:

1. Paragraph 2, Compensation, of the Agreement is amended to provide that:

Effective September 1, 2025, the City shall pay to the Attorneys for services rendered under the Agreement One-Hundred Four Thousand Dollars (\$104,000) per month. The compensation amount represents the salary and benefits necessary to provide seven (7) attorneys and two (2) administrative staff devoted to public defense for the City each of whom is fully qualified to each be assigned 400 criminal cases per year and, as supplemented in Section 2.3 of the Agreement, all infrastructure, support, and systems necessary to comply with the Standards. Attorneys agree to accept **2000** cases per year for the year 2026.

In the event that Attorneys are unable to take the full **2000** contracted cases due to loss of staff or other event such that City is required to find other sources of indigent defense representation, The City may withhold from monthly payments \$375.00 per case that Attorneys are unable to accept.

All other provisions of the Agreement and Amendments thereto, except as amended herein shall

remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day
of _____, 2025.

CITY OF LONGVIEW

By: _____
Jennifer Wills, City Manager

By: _____
City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
James Goodman, Sr. Assistant City Attorney

LONGVIEW MUNICIPAL DEFENSE, PLLC

ATTORNEY: _____
Mayrie Grimm