# City of Port Orchard Council Meeting Agenda 

July 25, 2023<br>6:30 p.m.

## Mayor:

Rob Putaansuu
Administrative Official
Councilmembers:
Mark Trenary (Mayor Pro-Tempore)
E/D \& Tourism Committee, Chair
Utilities/Sewer Advisory Committee
Transportation Committee
KRCC-alt
Shawn Cucciardi
Finance Committee
E/D \& Tourism Committee
Lodging Tax, Chair
Fred Chang
Economic Development \& Tourism Committee Land Use Committee
Transportation Committee
Jay Rosapepe
Finance Committee,
Land Use Committee
KRCC, PSRC-alt, PSRC Transpol-alt, KRCC Transpolalt, KRCC Planpol-alt,

John Clauson
Finance Committee, Chair
Utilities/Sewer Advisory Committee
Kitsap Public Health District-alt
Cindy Lucarelli
Festival of Chimes \& Lights Committee, Chair Utilities/Sewer Advisory Committee, Chair Kitsap Economic Development Alliance
Scott Diener
Land Use Committee, Chair
Transportation Committee
Department Directors:
Nicholas Bond, AICP
Development Director
Tony Lang
Public Works Director
Tim Drury
Municipal Court Judge
Noah Crocker, M.B.A.
Finance Director
Matt Brown
Police Chief
Brandy Wallace, MMC, CPRO
City Clerk

Meeting Location:
Council Chambers, $3^{\text {rd }}$ Floor
216 Prospect Street
Port Orchard, WA 98366

## Contact us:

(360) 876-4407
cityhall@portorchardwa.gov

Pursuant to the Open Public Meetings Act, the City Council is conducting its public meeting in the Council Chambers at City Hall. Members of the public may view and provide public comment during the meeting in person at City Hall, via the online platform zoom (link below), or via telephone (number below). The public may also view the meeting live on the City's YouTube channel.

## Remote access

Link: https://us02web.zoom.us/J/82270874436
Zoom Meeting ID: 82270874436
Zoom Call-In: 1.253.215.8782

## Guiding Principles

- Are we raising the bar?
- Are we honoring the past, but not living in the past?
- Are we building connections with outside partners?
- Is the decision-making process positively impacting diversity, equity, and inclusion?


## 1. CALL TO ORDER

A. Pledge of Allegiance

## 2. APPROVAL OF AGENDA

## 3. CITIZENS COMMENTS

(Please limit your comments to $\mathbf{3}$ minutes for items listed on the Agenda and that are not for a Public Hearing. Please keep your comments respectful and no personal attacks. This is a comment period and not a question-and-answer session. When recognized by the Mayor, please state your name for the official record. If you are attending remotely via telephone, enter *9 from your keypad to raise your hand.

## 4. CONSENT AGENDA

(Approval of Consent Agenda passes all routine items listed below, which have been distributed to each Councilmember for reading and study. Consent Agenda items are not considered separately unless a Councilmember so requests. In the event of such a request, the item is returned to Business Items.)
A. Approval of Vouchers and Electronic Payments
B. Approval of Payroll and Direct Deposits
C. Adoption of a Resolution Accepting a Grant Agreement with Puget Sound Energy for Street Lighting Conservation (J. Brown) Page 4
D. Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authorizing its Disposition Thereof (Wallace) Page 12
E. Adoption of a Resolution Adopting an Accident Prevention Plan (Lund) Page 14
F. Adoption of a Resolution Repealing Resolution No. 060-22 and Approving the Collection of Funds for Chimes \& Lights Tree Decorating Contest (Wallace) Page 19
G. Approval of an Amendment No. 1 to Contract No. 035-23 with Vista Motel for Emergency Shelter Services (Archer) Page 22
H. Approval of the June 27, 2023, City Council Meeting Minutes Page 29

## 5. PRESENTATION

A. Police Commissioning Ceremony
B. Legislative Update (Josh Weiss, GTH-GA)
C. Stormwater Comprehensive Plan (J. Brown/Herrera)

## 6. PUBLIC HEARING

7. BUSINESS ITEMS
A. Adoption of a Resolution Approving a Contract with Kitsap Regional Library for Community Event Center (Archer) Page 35
B. Adoption of Resolution Fixing the Date of a Public Hearing on a Petition to Vacate City Right of Way, a Portion of an Alley off of Taylor Street and a Portion of Austin Avenue between Taylor Street and Smith Street; Portion of Sweany Street off of Sidney Avenue and Most of the Alley Between Taylor Street and Division Street; and Portion of an Alley off of Cline Street Between Sweany Street and Taylor Street (Wallace) Page 98
C. Adoption of a Resolution Approving an Interlocal Agreement with Salish Behavior Health Administrative Services for Coordinated Use of Funds from Settlement of Opiate Litigation (Archer) Page 117

## 8. DISCUSSION ITEMS (No Action to be Taken)

## 9. REPORTS OF COUNCIL COMMITTEES

## 10. REPORT OF MAYOR

## 11. REPORT OF DEPARTMENT HEADS

## 12. CITIZEN COMMENTS

(Please limit your comments to $\mathbf{3}$ minutes for any items not up for Public Hearing. When recognized by the Mayor, please state your name for the official record. If you are attending remotely via telephone, enter *g from your keypad to raise your hand.)
13. EXECUTIVE SESSION: Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

## 14. CITY COUNCIL GOOD OF THE ORDER

## 15. ADJOURNMENT

| COMMITTEE MEETINGS | Date \& Time | Location |
| :---: | :---: | :---: |
| Economic Development and Tourism | TBD, 2023 | Remote Access |
| Utilities | August 8, 2023; 5:00pm | Remote Access |
| Finance | TBD, 2023; 5:00pm | Remote Access |
| Transportation | July 25, 2023; 4:30pm | Remote Access |

Festival of Chimes \& Lights

## Agenda Staff Report

Agenda Item No.: Consent Agenda 4C

| Subject: | Adoption of a Resolution Accepting a <br>  <br>  <br>  |
| ---: | :--- |

Meeting Date: July 25, 2023
Prepared by: Jacki Brown

|  | Interim Public Works |
| :---: | :---: |
|  | Director |
| Atty Routing No.: | 366922-0009 |
| Atty Review Date: | July 20, 2023 |

Summary: The City of Port Orchard endeavors to conserve energy resources. As one of the efforts to conserve energy, the City has implemented a program to replace and upgrade street lighting within the City to energy-efficient LED lighting through the Washington State Transportation Board's (TIB) Relight Washington Grant Program. The City has received a grant from Puget Sound Energy (PSE) as an incentive for utilizing conservation measures. The grant, in the amount of $\$ 10,920$, will be deducted from the PSE construction charges for their work in implementing Phase 1 of the TIB Relight Washington Grant Program.

Relationship to Comprehensive Plan: Chapter 7.3 - Non-City Managed Utilities
Recommendation: Staff recommends that the City Council authorize the Mayor to Execute a Street Lighting Conservation Grant Agreement with Puget Sound Energy.

Motion for Consideration: I move to adopt a Resolution authorizing the Mayor to Execute a Street Lighting Conservation Grant Agreement with Puget Sound Energy.

Fiscal Impact: There is no local match required for eligible items up to $\$ 10,920$.
Alternative: Do not accept Grant and provide alternative direction.
Attachment: Resolution
PSE Street Lighting Conservation Grant Agreement

## RESOLUTION NO.

$\qquad$


#### Abstract

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PUGET SOUND ENERGY (PSE) THEREBY ACCEPTING A GRANT FOR STREET LIGHTING CONSERVATION.


WHEREAS, the City of Port Orchard endeavors to conserve energy resources and has implemented a program to replace and upgrade street lighting within the City to energyefficient LED lighting through the Washington State Transportation Board's (TIB) Relight Washington Grant Program; and

WHEREAS, the City has received a grant from Puget Sound Energy (PSE) as an incentive for utilizing conservation measures; and

WHEREAS, the grant, in the amount of $\$ 10,920$, will be deducted from the PSE construction charges for their work in implementing Phase 1 of the TIB Relight Washington Grant Program; and

WHEREAS, the Port Orchard City Council has determined it to be in the best interest of the City to accept the grant funding from PSE for the program; now, therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: It is the intent of the Port Orchard 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 Mayor to Execute the Street Lighting Conservation Grant Agreement with Puget Sound Energy, attached hereto as Exhibit A and incorporated herein by this reference.

THAT: The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this $25^{\text {th }}$ day of July, 2023.

ATTEST:

## STREET LIGHTING CONSERVATION GRANT AGREEMENT

This AGREEMENT is made this 28 $\qquad$ day of $\qquad$ June $\qquad$ 2023 $\qquad$ , by and between PUGET SOUND ENERGY ("PSE") and CITY OF PORT ORCHARD ("Participant").

## RECITALS

A. Under PSE's Electric Schedule 83 and Gas Schedule 183, as currently in effect and on file with the Washington Utilities and Transportation Commission (collectively, "Tariffs"), PSE offers grants for certain conservation measures installed or implemented at facilities that receive electric or natural gas service from PSE.
B. Participant intends to install or implement conservation measures and is requesting a grant from PSE.

## AGREEMENTS

PSE and Participant agree as follows:

1. PROJECT PREMISES/METER LOCATION ADDRESS: 216 PROSPECT ST, PORT ORCHARD, WA 98366 - RELIGHT WASHINGTON (TIB) - CITY OF PORT ORCHARD PH 1 (Please note: meter location/address may differ from the site mailing address). PSE Pole Services will, on behalf of the Participant, install, implement, purchase, or finance the conservation measures listed in paragraph 2 ("Conservation Measures") at the above located facilities (the "Premises"). Participant represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises.
2. Conservation Measures. Participant represents that it will purchase equipment or materials or has entered or will enter into an agreement with one or more contractors (the "Contractor") for the purchase and installation or implementation at the Premises of the Conservation Measures which may be detailed in Attachment C: Attachment to Conservation Grant, at the following costs:

| Conservation Measures | Measure <br> Life | Total Cost | Eligible Grant |  |
| :--- | :--- | ---: | ---: | ---: |
| 1. | Lighting - Custom | 20 | $\mathbf{\$ 1 0 , 9 2 0}$ | $\mathbf{\$ 1 0 , 9 2 0}$ |
|  | TOTAL (includes sales tax) |  | $\mathbf{\$ 1 0 , 9 2 0}$ | $\mathbf{\$ 1 0 , 9 2 0}$ |

Participant represents that the total cost of the Conservation Measures is the net amount of its obligation with respect thereto.
3. Grant. Upon the execution by all parties and PSE's receipt of this Conservation Grant Agreement within $\mathbf{9 0}$ days of the agreement date, PSE agrees to grant the Participant, after installation and confirmation by PSE of the Conservation Measures, an amount equal to the Eligible Conservation Grant ("the Grant") set forth in Attachment C.

The parties agree that the Conservation Measures must be installed and the Grant paid within 12 months for projects saving less than $100,000 \mathrm{kWh}$ or $\mathbf{2 4}$ months for projects saving $100,000 \mathrm{kWh}$ or more of the signing of this Conservation Grant Agreement. Savings are shown on Attachment C-Lighting Installations.

If for any reason the installed cost of the Conservation Measures is less than the amount shown above and on Attachment C-Lighting Installations, PSE may decrease pro rata the amount of the Grant. The Participant shall be responsible for paying any amount in excess of the amount of the Grant.

## 4. RESERVED.

5. Access \& Inspection: Participant agrees to promptly provide PSE, upon request, and for a period no shorter than the longest applicable measure life, reasonable access to and inspection of the Conservation Measures installed therein before, during and/or after implementation.
6. Release. Participant releases PSE Energy Efficiency Services from any and all claims, losses, harm, costs, liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Conservation Measures, (b) any materials and labor required for or used in the installation of the Conservation Measures, (c) the installation of the Conservation Measures, or (d) the identification, handling and disposal of any associated hazardous waste materials.
7. Disclaimer. PSE conducts energy analyses at the request of its customers to determine the extent to which conservation measures are cost-effective. Any estimate of energy savings made by PSE in connection with any such analyses is solely for the purpose of determining the cost-effectiveness of the particular conservation measures and not to be used for any other purpose. PSE has not and does not make any promise, warranty or representation with respect to any savings in energy consumption from Conservation Measures.
8. Termination. In the event a Participant's contribution to PSE's recovery of energy efficiency program costs is affected by all or a portion of Participant's electric and/or gas delivery service being provided by a party other than PSE, then Participant shall refund to PSE an amount equal to the ratio of the unused Measure Life of the measure(s) to the total Measure Life of such Conservation Measure(s) multiplied by the dollar amount of the Grant with respect to such Conservation Measure(s).
9. Incorporation of tariffs by reference. This Agreement and the Attachment To Conservation Grant are subject to the terms of the Tariffs, incorporated herein by reference. Specific terms and conditions from one or more conservation schedules from similar filed tariffs may also apply, as determined by PSE at its sole discretion, based on various criteria. A complete list of conservation schedules is available at:
http://pse.com/aboutpse/Rates/Pages/Electric-Rate-Schedules.aspx?Schedule_x0020_Type=Conservation.
10. Entire Agreement. This Agreement and its attachments set forth the entire agreement between the parties and supersede any and all prior agreements with respect to the Conservation Measures. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties.

Conservation Program:
Agreement No.:
Business Lighting

Project No.:
P1332252

## PUGET SOUND ENERGY

By:


By Michael Lane at 7:30 am, Jun 28, 2023

Name: Michael Lane

Title: Supv Energy Mgmt. Engineering

Title:

Federal Tax I.D. No.:
PARTICIPANT
CITY OF PORT ORCHARD

By: $\qquad$

Print Name: $\qquad$

# STREET LIGHTING ATTACHMENT C TO <br> CONSERVATION <br> GRANT AGREEMENT 

Conservation Measure(s) shall consist of the following:
In RELIGHT WASHINGTON (TIB) - CITY OF PORT ORCHARD PH 1 Location:

This project shall implement the Street Lighting project defined in the attached "Grant Attachment C - Lighting Installations" of the PSE Business Lighting Incentive Program Application.

At a minimum the project shall follow these specifications:

- LED Fixtures and Lamps: All Fixtures and Lamps must be UL or ETL listed, have a Power Factor 90\% or greater, and have a Manufacturer's Warranty of five years or greater. Data shall be listed on the required manufacturer's specification sheet and the sheet shall include the Total Input watts (LED module plus driver) of the fixture or lamp.

The above specifications are solely for the purpose of defining energy-related components of Conservation Measure(s) for which the Grant is offered. Puget Sound Energy is not responsible for ensuring the health, safety, comfort, or well-being of workers or facility occupants or the suitability of equipment selected for the intended application. It is the responsibility of the grant Participant and the Participant's hired designers, contractors, consultants to ensure compliance of the Conservation Measure(s) with Participant's needs and all applicable codes and standards.

The following shall be submitted by Participant prior to Grant payment:
$\boxtimes$ Completed Request for Taxpayer I.D. Number ("W-9").
$\boxtimes$ Copies of invoicing (no purchase orders, quotes, or estimates) for all expenses, including but not limited to equipment, materials, and labor associated with installation of Conservation Measure(s).
$\square$ Other (specify): $\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$

## Back to Agenda

## STREET LIGHTING ATTACHMENT C TO CONSERVATION GRANT AGREEMENT

Conservation Measure(s) shall be verified as follows prior to Grant payment:
PSE shall conduct the following as the verification process:

1. PSE reserves the right to conduct a final site visit for verification of completion of project.
2. Projects may require additional back-up documentation as requested by PSE Representative.
3. Projects installed by Pole Services will be verified using PSE billing records.

If intended energy savings are not being achieved by Conservation Measure(s) because specified equipment efficiency parameters or performance parameters defined above are not used, Participant shall be required to correct such deficiencies prior to Grant payment. Failure to comply with specified equipment efficiency or performance parameters may result in forfeiture or reduction of Grant payment.



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eet Lighting V23-01 - Valid through 12/31/2023


PSE Polvices Projects ONLY

City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.: Consent Agenda 4D
Subject:

| Consent Agenda 4D |
| :--- |
| Adoption of a Resolution Declaring Certain |
| Personal Property as Surplus and |
| Authorizing its Disposition Thereof |


| Meeting Date: | July 25, 2023 |
| ---: | :--- |
| Prepared by: | Brandy Wallace, MMC <br> City Clerk <br> Atty Routing No.: |
| Atty Review Date: | N/A |

Summary: Assets of the City that are no longer useable, are no longer of value to the City, or are surplus to City needs, may be removed from City ownership, sold, or in any other way disposed with a declaration of surplus by the City Council.

Staff is asking the Council to surplus three vehicles belonging to the police department. They are as follows:

- 2012 Ford Interceptor VIN\# 1FAHP2M84DG124513
- 2012 Ford Interceptor VIN\# 1FAHP2M82DG124512
- 2014 Ford Interceptor VIN\# 1FAHP2MK7EG170463

The items have reached their useful life for the department, but is still in working condition. The Finance department has estimated the current value of the property to be $\$ 15,000$. As the items were not acquired for public utility purposes, a public hearing is not required, pursuant to RCW 35.94.040(2).

Although the City's internal asset value of the items have been determined to be of low value, any monies from the sale of surplus property will be deposited into the Fund(s) which owned them. When disposal is to the general public through direct sale, sealed bid or auction, final determination of value shall be the highest responsible bid or offer. The City may transfer a surplus asset to another public agency upon written request and a determination that it is in the public interest. Staff will dispose the item in a manner that reflects the best interest of the City.

Recommendation: Staff is recommending adoption of a resolution declaring personal property as surplus and allowing for its disposition.

## Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt a resolution declaring personal property, three vehicles belonging to the Police department as presented, as surplus and authorizing its disposition.

Fiscal Impact: Money received from the disposition of surplus items will be deposited into the Fund(s) of ownership.

Alternatives: Do not adopt.
Attachments: Resolution

## Back to Agenda

## RESOLUTION NO.

$\qquad$

## A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION THEREOF

WHEREAS, certain personal property owned by the police department of the City of Port Orchard has become surplus to the needs of the City; and

WHEREAS, the City Council has determined that the current asset value of the items are $\$ 15,000$; and

WHEREAS, the items were not acquired for public utility purposes, therefore no public hearing is required, pursuant to RCW 35.94.040(2); and

WHEREAS, the City Council has, pursuant to the requirements of POMC 1.30.020, considered the possible future requirements of the City, the present value of the personal property, the likelihood of locating a buyer, possible intergovernmental cooperation, and the general welfare of the citizens of Port Orchard in determining whether it is in the best interest of the City to dispose of such personal property; and

WHEREAS, the City Council desires to dispose three vehicles belonging to the police department, in the best interest of the City. There are two 2012 Ford Interceptors and one 2014 Ford Interceptor; now, therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: Council declares the three vehicles belonging to the police department as surplus to the needs of the City. They are as follows:

- 2012 Ford Interceptor VIN\# 1FAHP2M84DG124513
- 2012 Ford Interceptor VIN\# 1FAHP2M82DG124512
- 2014 Ford Interceptor VIN\# 1FAHP2MK7EG170463

Staff is instructed to dispose the items in a manner that reflects the best interest of the City.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this $25^{\text {th }}$ day of July 2023.

ATTEST:

[^0]City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

## Agenda Staff Report

| Agenda Item No.: | Consent Agenda 4E |
| ---: | :--- |
| Subject: | Adoption of a Resolution Adopting an <br>  <br>  <br>  |


| Meeting Date: <br> Prepared by: | July 25, 2023 |
| :---: | :---: |
|  | Debbie Lund |
|  | HR Director |
| Atty Routing No.: | 366922-0008 |
| Atty Review Date: | July 19, 2023 |

Summary: The City of Port Orchard is required by the Washington Industrial Safety and Health Act (WISHA) as administered by the Washington State Department of Labor and Industries to maintain a written Accident Prevention Plan.

The City maintains an Accident Prevention Plan and Human Resources has recently consolidated all written policies into a newly formatted document to assist employees and managers in the administration of the City's safety and health policies and procedures. In doing so, staff was unable to locate a document formally adopting the Accident Prevention Plan or outlining the process for modification of the plan.

Safety regulations under WISHA are routinely being modified to ensure the safety of all employees working in the State of Washington. Therefore, the Accident Prevention Plan requires continuous review and modification to remain current and up to date. Various staff members work to maintain and update portions of the Plan with the assistance from a consultant contracted by the Public Works Department.

Due to the frequency of which this document needs to change, staff is requesting that the Council adopt a resolution to formally adopt an Accident Prevention Plan and to authorize the Mayor as the Chief Executive Officer to approve modifications and amendments to the Plan and provide regular updates to the Council of said changes. This authority is similar to the authority extended to the Mayor for City Personnel Policies but also includes creation of safety policies consistent with local, state, and federal law, without further council action.

A list of safety policies currently located in the City's Accident Prevention Plan is attached to the proposed resolution as Exhibit A. The full document is available to the City Council upon request.

Recommendation: In support of the Council's guiding principal to "raise the bar" staff recommends the City Council adopt the attached resolution adopting an Accident Prevention Plan and authorizing the Mayor to maintain and amend the plan.

## Relationship to Comprehensive Plan: N/A

Motion for consideration: "I move to adopt a Resolution adopting an Accident Prevention Plan and authorizing the Mayor to maintain and amend the Plan, as presented."

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Consent Agenda 4E
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Alternatives: Do not approve the Resolution and provide alternative guidance.
Attachments: Resolution and Exhibit A

## RESOLUTION NO.

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## A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, ADOPTING AN ACCIDENT PREVENTION PLAN AND AUTHORIZING THE MAYOR TO MAINTAIN AND AMEND THE PLAN.

WHEREAS, the City is required to have a written Accident Prevention Plan to address the safety of City employees; and

WHEREAS, the Human Resources Department has worked to consolidate current safety policies into a comprehensive Accident Prevention Plan; and

WHEREAS, the Accident Prevention Plan will be amended frequently to address changes in City operations and changes in regulations from the Washington State Department of Labor and Industries under the Washington Industrial Safety and Health Act (WISHA); and

WHEREAS, the City Council wishes to establish an efficient and effective process for amendments to the Accident Prevention Plan; and

WHEREAS, the City Council recognizes that the Mayor, as the City's chief executive and administrative officer, is responsible for the day to day operations of the City and safety of the City's employees and should, therefore, review and approve proposed safety policies and procedures; now, therefore;

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

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

THAT: The Mayor is delegated authority to review, amend, and approve new Accident Prevention Plan policies and procedures for compliance with WISHA and best practices for the safety and health of City employees.

THAT: The City's Accident Prevention Plan will include safety policies on topics including, but not limited to, subjects as shown on the attached Exhibit A.

THAT: The Mayor shall periodically, but not less annually, provide the City Council with a report concerning all changes that were made to the City's Accident Prevention Plan during the prior reporting period.

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Resolution No.
Page 2 of 2

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this $25^{\text {th }}$ day of July 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

## Accident Prevention Plan (APP) Safety Manual Table of Contents

| SectionNumber $\quad$ Section Title |  | Applies to: |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |
| 100 | Commitment to Safety | X | X | X | X | X |  |
| 110 | Responsibilities | X | X | X | X | X |  |
| 120 | Safety Committee | X | X | X | X | X |  |
| 130 | Safety Bulletin Boards | X | X | X | X | X |  |
| 140 | Safety Inspection Procedures | X | X | X | X | X |  |
| 150 | Incident Reporting and Investigation | X | X | X | X | X |  |
|  | Incident Report Form |  |  |  |  |  |  |
| 160 | Emergency Preparedness | X | X | X | X | X |  |
| 170 | Hazard Communication Program | X | X | X | X | X | X |
| 180 | First Aid/CPR | X | X | X | X | X | X |
| 190 | Fire Extinguishers | X | X | X | X | X | X |
| 200 | Housekeeping; Slips Trips and Falls | X | X | X | X | X |  |
| 210 | Ergonomics | X | X | X | X | X |  |
| 220 | Material Handling | X | X | X | X | X |  |
| 230 | Personal Protective Equipment | X | X | X | X | X | X |
| 240 | Fall Protection |  | X |  | X |  | X |
| 250 | Hearing Conservation Program |  | X | X | X | X | X |
| 260 | Ladders |  | X |  | X |  |  |
| 270 | Motor Vehicle Driving | ** | X | X | X | X | X |
| 280 | Respiratory Program |  | X | ** | ** | X | X |
| 300 | Safety Training | X | X | X | X | X |  |
| 310 | Violence in the Workplace | X | X | X | X | X |  |
| 320 | Bloodborne Pathogens | X | X | X | X | X | X |
| 330 | Outdoor Heat Exposure |  | X | X | X | X | X |
| 340 | Wildfire Smoke Protection |  | X | X | X | X | X |
| 350 | Coronavirus Protection Plan | X | X | X | X | X | X |

** May apply to some employees or positions within a department

Some departments may have additional or supplemental policies and procedures unique to their operations. Please ask your supervisor.

## City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

## Agenda Staff Report

Agenda Item No.:

| Consent Agenda 4F |
| :--- |
| Adoption of a Resolution Repealing |
| Resolution No. 060-22 and Approving the |
| Collection of Funds for Chimes \& Lights |
| Tree Decorating Contest |

$\qquad$

Meeting Date: July 25, 2023
Prepared by: Brandy Wallace, MMC

|  | City Clerk |
| :--- | :--- |
| Atty Routing No.: | N/A |
| Atty Review Date: | N/A |

Summary: In 2019, the Festival of Chimes and Lights committee held a new event, the Downtown Tree Decorating contest, which has been very successful and continues to have $100 \%$ participation.

Resolution No. 013-19, adopted by the City Council on May 14, 2019, allowed the collection of $\$ 50$ dollars for the Tree Decorating contest. The money goes directly to the cost of purchasing the themed item, expenses associated with placement, transporting, maintaining, supplies, and the alike.

In 2022, staff was notified cost of the trees would be increasing and adopted Resolution No. 060-22 on June 14, 2022, which repealed Resolution No. 013-19 and raised the Tree Decorating contest collection from $\$ 50$ to $\$ 55$.

In 2023, staff was notified the cost of the trees would be increasing once again. The Chimes and lights committee recommend the Council authorize staff to accept up to $\$ 75$ to participate in the downtown Tree Decorating contest. Currently, we have not received a commitment from the current tree farm. We may need to go to another tree farm, and we are anticipating the cost to go up.

Relationship to Comprehensive Plan: None.
Recommendation: Staff recommends adoption of a resolution repealing Resolution No. 060-22 and allow the City to collect funds in an amount up to $\$ 75$ for Chimes and Lights Tree Decorating contest and any associated costs for the event.

Motion for Consideration: I move to adopt a resolution, repealing Resolution No. 060-22 and allow the City to collect funds in an amount up to $\$ 75$ for Chimes and Lights Tree Decorating contest and any expenses associated with placement, transporting, maintaining, supplies, and the alike.

Fiscal Impact: Each participate will pay up to a $\$ 75$ adoption fee. All the funds will go directly to expenses associated with the activity.

## Alternatives: N/A

Attachments: Resolution and Resolution No. 060-22.

## RESOLUTION NO.

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## A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON REPEALING RESOLUTION NO. 013-19 AND APPROVING THE CITY TO COLLECT FUNDS FOR CHIMES AND LIGHTS TREE DECORATING CONTEST.

WHEREAS, in 2019, the Festival of Chimes and Lights committee held a new event the Downtown Tree Decorating contest, which has been very successful and continues to have 100\% participation; and

WHEREAS, Resolution No. 013-19, adopted by the City Council on May 14, 2019, allowed the collection of $\$ 50$ dollars for the Tree Decorating contest. The money goes directly to the cost of purchasing the themed item, expenses associated with placement, transporting, maintaining, and supplies; and

WHEREAS, in 2022, staff was notified cost of the trees would be increasing. City Council adopted Resolution No. 060-22, on June 14, 2022, which repealed Resolution No. 013-19 and raised the Tree Decorating contest collection to \$55.

WHEREAS, in 2023, staff was notified the cost of the trees would be increasing again, now therefore;

## THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: The City of Port Orchard shall collect a fee up to $\$ 75$ from each person or entity participating in a City-sponsored activity at a Festival of Chimes and Lights tree decorating contest. Collected fees will be used solely for the purchase of the activity expenses associated with placement, transporting, maintaining, and supplies.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this $25^{\text {th }}$ day of July 2023.

[^1]ATTEST:

Brandy Wallace, MMC, City Clerk

RESOLUTION NO. 060-22

## A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON REPEALING RESOLUTION NO. 013-19 AND APPROVING THE CITY TO COLLECT FUNDS FOR CHIMES AND LIGHTS EVENTS.

WHEREAS, in 2019, the Festival of Chimes and Lights committee held a new event the Downtown Tree Decorating contest, which has been very successful and continues to have 100\% participation; and

WHEREAS, Resolution No. 013-19, adopted by the City Council on May 14, 2019, allowed the collection of $\$ 50$ dollars for the Tree Decorating contest. The money goes directly to the cost of purchasing the themed item, expenses associated with placement, transporting, maintaining, and supplies; and

WHEREAS, in 2022, staff was notified cost of the trees would be increasing. The Festival of Chimes and Lights Committee would like to raise the Tree Decorating contest collection from $\$ 50$ to $\$ 55$. The money would go directly to the cost of purchasing the themed item, expenses associated with placement, transporting, maintaining, supplies, as well as purchase of Christmas lights to be placed around City Hall and downtown Port Orchard; and

WHEREAS, in order for the City to raise the collection participation fee to $\$ 55$, and authorize the collection of money, now therefore;

## THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: The City of Port Orchard shall collect a fee of $\$ 55$ from each person or entity participating in a City-sponsored activity at a Festival of Chimes and Lights event. Collected fees will be used solely for the purchase of the activity-related item(s) and any other cost associated with putting on the activity including the purchase of Christmas lights for around City Hall and downtown Port Orchard.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this $14^{\text {th }}$ day of June 2022.

Robert Putaansure
Robert Putaansuu, Mayor

ATTEST:
$\frac{\text { Brandy }^{\text {Docuigned by: }} \text { Wallace }}{\text { Brandy }}$


City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

## Agenda Staff Report

| Agenda Item No.: | Consent Agenda 4G | Meeting Date: | July 25, 2023 |
| :---: | :---: | :---: | :---: |
| Subject: | Approval of Amendment No. 1 to Contract | Prepared by: | Charlotte Archer |
|  | No. 035-23 with Vista Motel for Emergency |  | City Attorney |
|  | Shelter Services | Atty Routing No: | 366922-0009 |
|  |  | Atty Review Date: | N/A |

Summary: The City Council adopted the City's policy pertaining to unauthorized encampments occurring on public property within the City. The City currently partners with the Kitsap County HEART Program and the Kitsap Community Resources for emergency housing and long-term housing placement, but both organizations have limited availability to serve the unhoused in Port Orchard at this time. As a component of the City's policy, and consistent with the requirements of applicable law, the City Council authorized the financial assistance of low-income, unhoused individuals in the City in their transition to becoming housed through the procurement and provision of short-term emergency housing. This effort is necessary to respond to the needs of the community and address public health and safety issues that arise from unauthorized encampments on public property.

In furtherance of these goals, the City entered into an agreement with a local motel, the Vista Motel, to provide the City's homeless residents with emergency, temporary shelter at their facility at the request of the City. The agreement provides for confirmed rooms at the motel for the provision of emergency, temporary housing for up to three (3) nights. Since the execution of that agreement the Vista Motel was sold and the new owners have requested the following modifications to the agreement: (1) increased nightly rental rate during the three (3) summer months by an additional \$20 per night; and (2) a check-in procedure wherein City staff confirm that the proposed motel guest is not currently using any illegal narcotics. The Vista Motel expressed concerns regarding the potential clean-up costs associated with guests utilizing illegal narcotics, and the motel reserves the right to evict any motel guest using illegal narcotics or violating any other terms and conditions set by the motel for the stay.

Under the terms of the agreement, as amended, Staff will be present for the check-in process, but once admitted the guest will be subject to the motel's rules and regulations as a typical guest. The negotiated cap on any claim arising from damage to the motel due to the guest's conduct would remain the same.

Relationship to Comprehensive Plan: Chapter 4: Parks

Recommendation: Staff recommends authorization to move forward with an amendment to the agreement with Vista Motel for temporary, emergency shelter for low-income, unhoused residents of Port Orchard.

Motion for Consideration: I move to authorizing the Mayor to execute Amendment No. 1 to Agreement with the Vista Motel for temporary, emergency shelter for low-income, unhoused residents of Port Orchard.

# Back to Agenda 

Consent Agenda 4G
Page 2 of 2

Fiscal Impact: Available funding in the general fund and may require a budget amendment.
Alternatives: Do not approve and provide further direction to staff
Attachments: Amendment
Underlying Agreement

## AMENDMENT NO. 1 to Motel Voucher Agreement No. 035-23 City of Port Orchard and Vista Motel of Port Orchard

This Amendment to the Motel Voucher Agreement between the City of Port Orchard and the owners of the Vista Motel is entered into on the date indicated below ("effective date"), pertaining to the motel located at 1090 Bethel Ave in the City of Port Orchard (the "Motel"), to provide a fixed rate for Motel rooms to be used by the City as set out herein.

WHEREAS, the Motel recently changed ownership and the new owners, $\qquad$ , have requested an increase in rental rate under the terms of the underling agreement during the summer months to offset the loss of income during the high season; and

WHEREAS, the owners have also requested the City inquire of the voucher guests presented by the City regarding illegal narcotics use prior to check-in, in order to mitigate illegal narcotics use by voucher guests; and

WHEREAS, the City finds the requested amendments to be reasonable so that the City can utilize this service in furtherance of the municipal purposes of public health and safety provided by the Underlying Agreement; and

WHEREAS, the Parties wish to memorialize their agreement to so amend the Underlying Agreement; NOW, THEREFORE,

In consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

1. The Underlying Agreement is amended to assign the rights and responsibilities under this Agreement, as amended, of signatory Vista Motel, a Washington sole proprietorship, to the new owner: $\qquad$ .
2. Services Provided is amended in part as follows:

Vista Motel will provide the City of Port Orchard with the City the exclusive right to two (2) motel rooms at the Motel and associated vouchers at a fixed rate of $\$ 100$ (including tax) per night for up to three (3) nights' stay, provided the fixed rate shall be $\$ 120$ (including tax) per night during June, July, and August. A nights' stay is measured the same as any motel stay. As an example, if voucher guest checks in at 3:00 a.m., then 3:00 a.m. through 11:00 a.m. is considered the first night.

The vouchers will be utilized to house individuals, couples, and/or families who are unhoused or similarly vulnerable who are determined to be eligible for a voucher by the City. Other than the terms and conditions of payment as provided in this Agreement, Vista Motel will treat voucher guests in the same manner as all other standard motel guests.

City representatives will contact the Vista Motel when the motel rooms are required for use by the City. City representatives will screen potential voucher users to determine whether they meet the Eligibility criteria, and the screening shall require the potential voucher user provides a negative response to an inquiry regarding their current use of illegal narcotics. City representatives will accompany or meet eligible guests at the Vista Motel and remain present during the check-in process, to ensure the voucher is not transferred without permission of the

City. City representatives will primarily be from the City's Police departments, or the Code Enforcement Officer, but others may also represent the City.
***
3. In all other respects, the Underlying Agreement between the parties shall remain in full force and effect, amended as set forth herein, but only as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year set forth above.

Effective Date. This Amendment shall be deemed effective on the last date signed below.

## CITY OF PORT ORCHARD

## Mayor

Robert Putaansuu

Date:

VISTA MOTEL

Owner
Printed Name: $\qquad$
Name:
Date:

## Motel Voucher Agreement City of Port Orchard and Vista Motel of Port Orchard

This Agreement is entered into by and between the City of Port Orchard, a Washington municipal corporation, and the Vista Motel, a Washington sole proprietorship, who owns and operates a motel located at 1090 Bethel Ave in the City of Port Orchard (the "Motel"), to provide a fixed rate for Motel rooms to be used by the City as set out herein.

## Services Provided by Vistal Motel

Vista Motel will provide the City of Port Orchard with the City the exclusive right to two (2) motel rooms at the Motel and associated vouchers at a fixed rate of $\$ 100$ (including tax) per night for up to three (3) nights' stay. A nights' stay is measured the same as any motel stay. As an example, if voucher guest checks in at 3:00 a.m., then 3:00 a.m. through 11:00 a.m. is considered the first night.

The vouchers will be utilized to house individuals, couples, and/or families who are unhoused or similarly vulnerable who are determined to be eligible for a voucher by the City. Other than the terms and conditions of payment as provided in this Agreement, Vista Motel will treat voucher guests in the same manner as all other standard motel guests.

City representatives will contact the Vista Motel when the motel rooms are required for use by the City. City representatives will screen potential voucher users to determine whether they meet the Eligibility criteria. City representatives will accompany or meet eligible guests at the Vista Motel and remain present during the check-in process, to ensure the voucher is not transferred without permission of the City. City representatives will primarily be from the City's Police departments, or the Code Enforcement Officer, but others may also represent the City.

If extraordinary cleaning (defined as cleaning that exceeds the typical cleaning done between guests by the motel staff) is required due to the actions of an voucher guest, the City agrees to pay $\$ 25$ per hour for the additional cleaning required, provided that any additional cleaning that will exceed $\$ 100$ must be pre-approved by the City.

## Eligibility Criteria for Voucher Guests

To qualify for a voucher, individuals, couples, and/or families must meet the following criteria:

- Be unhoused, experiencing homelessness or housing instability, or be a vehicle resident (living in their car);
- Predominately reside in or have a connection to Port Orchard;
- Have some form of identification or have their identify confirmed by City of Port Orchard staff; and
- Agree to follow the guest guidelines established by Vista Motel and stated on the voucher (see Vista Motel Guidelines).
If Vista Motel feels the eligibility criteria and guest guidelines set forth in this agreement are not being honored in good faith, they have the right to refuse service to voucher participants.


## Vista Motel Guest Guidelines

The following guidelines and guest expectations have been established by Vista Motel. These guidelines will be included on the voucher document and the voucher user will confirm acceptance of these conditions.
A. Room guests are limited to those listed on the voucher; no additional guests may be invited into the room.
B. No smoking in the room, in the common areas, or within 25 feet of the building.
C. The use of an open flame, cooking, or the use of a hotplate, slow cooker or similar device to cook is prohibited.
D. Quiet hours in rooms, common areas, and parking lots are between 10 p.m. and 7 a.m.
E. No outgoing telephone calls are allowed to be made from the motel-provided phone in the room.
F. Purchases are not allowed on the TV.
G. The room spaces, property, motel staff, and other guests must be respected.
H. No damage to the room or property is allowed beyond normal wear and tear.
I. No pets are allowed on the property, including emotional support animals. Service animals are allowed and should be identified during check-in.
J. Vista Motel strictly prohibits the use, possession, and/or production of narcotics.
K. Guests have a right to privacy in their motel room as long as they are using the motel room in an intended, responsible way. If a guest is engaging in any illegal activity or unreasonably disturbing other guests, motel management can enter the room without guest permission.
L. Guests must comply with check-out instructions at the end of the voucher-allotted stay.
M. Abuse or disregard of the guest guidelines may result in the termination of a guest's stay and the prohibition from future stays.

If a voucher guest is perceived to be suffering an emergency, committing a crime, or to be a danger to themselves or someone else, Vista Motel staff should call 911.

## Payment

Vista Motel staff will provide a copy of the completed voucher with accompanying invoice to the City of Port Orchard, c/o Finance Department, within 14 days of the guest's check out. Upon submitting the invoice, the City will make payment to Vista Motel in the form of check within 30 days. If a guest's stay is terminated prior to the end of the three-night stay, either by the decision of the guest or Vista Motel, the adjusted number of actual days will be reflected on the invoice to the City.

## Damages

If extraordinary cleaning (defined as cleaning that exceeds the typical cleaning done between guests by the motel staff) is required due to the actions of an voucher guest, the City agrees to pay $\$ 25$ per hour for the additional cleaning required, provided that any additional cleaning that will exceed $\$ 100$ must be pre-approved by the City. In addition, with prior approval the City will reimburse Vista Motel reasonable expenses to repair or replace damaged items, not to exceed a total of $\$ 500$.

## Term of Agreement

The fixed rate and guaranteed rooms provided under this Agreement shall be for the period of March 17, 2023, through December 31, 2023, but may be extended by mutual agreement of the Parties.

Either party may terminate or suspend this Agreement at any time with or without cause by giving ten (10) days' notice to the other party in writing. In the event the City terminates or suspends this Agreement without cause, the Motel shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination or suspension.

## Hold Harmless/Indemnification

Each party is individually responsible for its own employees' and agents' acts and omissions arising out of or in connection with the performance of this Agreement. Further, each party agrees to indemnify, defend, and hold harmless the other party (including their officers, officials, employees, agents, and volunteers) from any and all claims, costs (including reasonable attorney fees), losses, and judgments that arise out of or result from the tortious acts, errors, or omissions of the indemnifying party's officials, officers, employees, agents, and volunteers in connection with the performance of activities related to this Agreement, to the extent caused by the indemnifying party's acts, errors, or omissions. The provisions of this section shall survive the expiration or termination of this Agreement.

## Nondiscrimination.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination. Further, in employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180 or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law.

Effective Date. This Agreement shall be deemed effective on the last date signed below.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

## CITY OF PORT ORCHARD



Mayor, Robert Putaansuu
Date: $\qquad$


Owner, Woo Chun Kim
Date: $\qquad$


## City of Port Orchard <br> Council Meeting Minutes <br> Regular Meeting of June 27, 2023

## 1. CALL TO ORDER AND ROLL CALL

Mayor Putaansuu called the meeting to order at 6:30 p.m.
Roll call was taken by the City Clerk as follows:

| Mayor Pro-Tem Trenary | Present |
| :--- | :--- |
| Councilmember Chang | Present |
| Councilmember Clauson | Present |
| Councilmember Cucciardi | Present |
| Councilmember Diener | Present |
| Councilmember Lucarelli | Present |
| Councilmember Rosapepe | Present |
| Mayor Putaansuu | Present |

Staff present: Public Works Director Lang, Finance Director Crocker, City Attorney Archer, Human Resources Director Lund, City Clerk Wallace, and Deputy City Clerk Floyd.

The meeting streamed live on YouTube.

## A. PLEDGE OF ALLEGIANCE (Time Stamp 00:51)

Mayor Putaansuu led the audience and Council in the Pledge of Allegiance.

## 2. APPROVAL OF AGENDA (Time Stamp: 01:12)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Diener, to move Consent Agenda Item 4F (Approval of Change Order No. 2 to Contract No. 075-22 with Ceccanti, Inc. for the McCormick Village Park Splash Pad Treatment Facility Installation) to Business Items.

## The motion carried.

MOTION: By Councilmember Rosapepe, seconded by Councilmember Diener, to add 'Council Resolutions' under Discussion Items.

## The motion carried.

MOTION: By Councilmember Clauson, seconded by Councilmember Cucciardi, to add to the Consent Agenda 'Approval of Change Order No. 5 to Contract No. 125-22 with KR Homes, LLC for the Sroufe Water Main Replacement Project'.

## The motion carried.

MOTION: By Councilmember Cucciardi, seconded by Councilmember Trenary, to approve the agenda as amended.

## The motion carried.

## 3. CITIZENS COMMENTS (Time Stamp: 04:58)

There were no citizen comments.

## 4. CONSENT AGENDA (Time Stamp: 05:33)

A. Approval of Voucher Nos. 86205 through 86222 and 86230 through 86260 including bank drafts in the amount of $\$ 218,549,98$ and EFT's in the amount of $\$ 524,025.42$ totaling $\$ 742,575.40$.
B. Approval of Payroll Check Nos. 86223 through 86229 including bank drafts and EFT's in the amount of $\$ 249,976.03$ and Direct Deposits in the amount of $\$ 239,719.00$ totaling $\$ 489,695.03$.
C. Adoption of an Ordinance Amending Various Chapters of Port Orchard Municipal Code to Remove Gender Pronouns and Make Corrections to Position Titles and Secondary References (Ordinance No. 017-12)
D. Adoption of a Resolution Accepting 2023-25 Pedestrian and Bicycle Safety Program Funding as Managed by the Washington State Department of Transportation for the Tremont Nonmotorized Improvements, Phase 2 and 3 Development/Design Project (Resolution No. 062-23)
E. Adoption of a Resolution Accepting 2023-25 Safe Routes to School Program State Funding as Managed by the Washington State Department of Transportation for the Sidney Road Nonmotorized Improvements (SR-16 to Hovde) Project (Resolution No. 063-23)
F. New: Approval of Change Order No. 5 to Contract No. 125-22 with KR Homes, LLC for the Sroufe Water Main Replacement Project

MOTION: By Councilmember Clauson, seconded by Councilmember Lucarelli, to approve the Consent Agenda as amended.

## The motion carried.

## 5. PRESENTATION

There were no presentations.

## 6. PUBLIC HEARING

There were no public hearings.

## 7. BUSINESS ITEMS

A. Adoption of an Ordinance Amending the 2023/2024 Biennial Budget and Salary Table (Time Stamp 06:08)

MOTION: By Councilmember Clauson, seconded by Councilmember Cucciardi, to adopt an ordinance amending the 2023-2024 Biennial Budget, as adopted by Ordinance No. 046-22.

The motion carried.
(Ordinance No. 018-23)
B. Adoption of a Resolution Approving a Contract with Countyline Construction LLC, for the Abatement of Code Violations Occurring at SE Crawford Road (Time Stamp: 14:50)

MOTION: By Councilmember Diener, seconded by Councilmember Rosapepe, to adopt a resolution authorizing the Mayor to execute a contract with County Line Construction, LLC for the Crawford Road Abatement in the amount of $\$ 76,510.57$.

The motion carried.
(Resolution No. 064-23 and Contract No. 052-23)
C. Adoption of a Resolution Declaring Intent to be Reimbursed for Capital Expenditures from a Future Borrowing (Time Stamp 20:31)

MOTION: By Councilmember Clauson, seconded by Councilmember Trenary, to adopt a resolution declaring the City's intent to be reimbursed from future borrowing proceeds.

The motion carried.
(Resolution No. 065-23)
D. Adoption of a Resolution Approving a Contract with Aqua Tech, LLC for the McCormick Woods STEP System Retrofit Project (Time Stamp 22:45)

MOTION: By Councilmember Lucarelli, seconded by Councilmember Cucciardi, to adopt a resolution authorizing the Mayor to execute a Contract with Aqua Tech, LLC for the McCormick Woods STEP System Retrofit Project.

The motion carried.
(Resolution No. 069-23 and Contract No. 053-23)
E. Adoption of a Resolution Approving a Memorandum of Understanding with the Port of Bremerton for Waterfront Parking (Time Stamp 25:51)

MOTION: By Councilmember Trenary, seconded by Councilmember Diener, to adopt a resolution authorizing the Mayor to execute a Memorandum of Agreement with the Port of Bremerton for waterfront parking.

The motion carried.
(Resolution No. 066-23 and Contract No. 054-23)
F. Adoption of a Resolution Approving a Contract with Rice Fergus Miller, Inc. for City Hall Construction Support Services (Time Stamp: 31:10)

MOTION: By Councilmember Chang, seconded by Councilmember Lucarelli, to adopt a resolution authorizing the Mayor to execute a Contract with Rice, Fergus, Miller, Inc. for City Hall Construction Support Services.

The motion carried.
(Resolution No. 067-23 and Contract No. 055-23)
G. Adoption of a Resolution Approving a Contract with Financial Consulting Solutions, Inc. dba FCS Group for a Sewer Rate Study (Time Stamp: 34:41)

MOTION: By Councilmember Lucarelli, seconded by Councilmember Trenary, to adopt a resolution authorizing the Mayor to execute a Contract with Financial Consulting Solutions, Inc. dba FCS Group for a Sewer Rate Study.

The motion carried.
(Resolution No. 068-23 and Contract No. 056-23)
H. Approval of the May 16, 2023, City Council Work Study Session Meeting Minutes (Time Stamp: 37:52)

MOTION: By Councilmember Diener, seconded by Councilmember Rosapepe, to approve the May $16^{\text {th }}$ minutes as presented.

The motion carried. Councilmember Cucciardi abstained.
I. Approval of the May 23, 2023, City Council Meeting Minutes (Time Stamp: 38:28)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Cucciardi, to approve the May 23, 2023, City Council meeting minutes as presented.

The motion carried. Councilmember Clauson abstained.
J. Approval of Change Order No. 2 to Contract No. 075-22 with Ceccanti, Inc. for the McCormick Village Park Splash Pad Treatment Facility Installation (Time Stamp: 39:10)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Diener, to execute Change Order No. 2 to Contract No. C075-22 with Ceccanti, Inc for the McCormick Village Park Splash Pad Treatment Facility Installation to increase the contract, as amended, by $\$ 9,173.60$, for a contract total of $\$ 738,696.45$ (applicable taxes included).

Councilmember Rosapepe explained he pulled this item from the Consent Agenda because the splash pad has had a lot of attention and he wants to make sure this project is transparent to the public.

Councilmember Chang voiced his concerns with supporting this project.

## The motion moved. Councilmember Chang voted no.

## 8. DISCUSSION ITEMS (No Action to be Taken)

## A. New: Council Resolutions (Time Stamp: 43:02)

Councilmember Rosapepe noted he wanted to revisit the possibility of the City Council adopting a resolution for the South Kitsap Fire and Rescue levy.

Discussion was held regarding if the City should adopt a resolution in support or in opposition to the fire levy and holding a public hearing at the next Council meeting and hearing from the citizens.

MOTION: By Councilmember Rosapepe, seconded by Councilmember Clauson, to hold a public hearing during the July 11, 2023, City Council meeting in order to take testimony from the public on the fire levy.

## The motion moved. Councilmember Chang voted no.

## 9. REPORTS OF COUNCIL COMMITTEES (Time Stamp: 51:53)

Mayor Putaansuu reported the Utilities Committee is scheduled to meet July $11^{\text {th }}$. The Land Use Committee is scheduled to meet July $19^{\text {th }}$. The Sewer Advisory Committee is scheduled to meet September $20^{\text {th }}$.

Councilmember Chang reported on the June $27^{\text {th }}$ Transportation Committee meeting.
Councilmember Lucarelli reported on the June $26^{\text {th }}$ Festival of Chimes and Lights Committee meeting.

## 10. REPORT OF MAYOR (Time Stamp 59:14)

The Mayor reported on the following:

- Kitsap Bank headquarters
- Meeting with various agencies including federal representatives and downtown projects
- Update on the old Cheers building
- (AWC) Association of Washington Cities opportunities and experience
- Public Works Director Lang accepting another employment opportunity


## 11. REPORT OF DEPARTMENT HEADS (Time Stamp 1:09:15)

Staff thanked Public Works Director Lang for his time at the City and noted he will be missed.

Public Works Director Lang spoke to his experience working with the City and thanked City Attorney Archer and Deputy City Clerk Floyd for their assistance with agenda packets and follow-up.

Finance Director Crocker gave an update on Laserfiche and electronic packets.

City Attorney Archer spoke about the role Mayor Putaansuu had as the AWC president.

## 12. CITIZEN COMMENTS (Time Stamp 1:13:36)

Chris Townsend lives by the art museum near Bay Street. He spoke about the crosswalk on Bay Street which has a permanent sign that states the lights are out of order, and also talked about the electronic cross signals that continually beep and are very loud.

Mayor Putaansuu explained Bay Street is a state highway and Public Works Director Lang will get in contact with Washington State Department of Transportation. He also explained the lights at the crosswalk are no longer functional.

Amy D. lives close to Chris Townsend. She works from home and the beeping from the crosswalk is constantly going off. She asks if it can be turned down. Also, she asked the City to consider a public roller skating space along with the community events center.

## 13. EXECUTIVE SESSION

There was no executive session.

## 14. GOOD OF THE ORDER (Time Stamp 1:20:23)

Councilmember Chang spoke about the loud crosswalk sounds.

Councilmember Clauson talked about speed radar signs and how they may be helpful to the City.

## 15. ADJOURNMENT

The meeting adjourned at 7:55 p.m. No other action was taken. Audio/Visual was successful.

City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

## Agenda Staff Report

Agenda Item No.: Business Item 7A
Subject: Adoption of a Resolution Approving a
$\qquad$

Meeting Date: July 25, 2023
Prepared by: Charlotte Archer
City Attorney
Atty Routing No: 366922-0011
Atty Review Date: N/A

Summary: The City, Kitsap County Public Facilities District ("KCPFD"), and the Kitsap Regional Library ("KRL") have worked collaboratively to develop, design, and finance the construction and long-term operation of the South Kitsap Community Event Center ("CEC"), a special events center to provide a new and expanded space for library services, as well as new community event and meeting space to serve the public in downtown Port Orchard. KRL and the City have collaboratively designed the exterior and interior of the CEC to ensure its dual function as a library and a public events space. The City and KRL, along with the KCPFD, have each committed funding for the development, construction, and operation of the CEC. The City and KRL have negotiated a long-term agreement to govern construction, operation, and long-range financing commitments for the project, as well as preliminary terms for a lease for KRL to occupy a portion of the building. The Agreement calls for KRL and the City to each contribute an equal amount of $\$ 4,800,000$, with additional contributions for change orders as set out in the Agreement. The Agreement also provides, among other provisions, KRL with an option to purchase the building in the event the City decides to cease utilizing it as a Community Events Center.

Recommendation: Staff recommends approval of the Resolution authorizing the Mayor to execute the Agreement with KRL for Community Events Center.

## Relationship to Comprehensive Plan: N/A

Motion for consideration: "I move to adopt a Resolution authorizing the Mayor to execute an Agreement with KRL for the Community Events Center."

Fiscal Impact: Total project costs over the life of the project (groundbreaking estimated for 2026) are estimated at $\$ 28,100,000$, with $\$ 4,800,000$ contributed by KRL, $\$ 4,800,000$ from the City, and $\$ 18,500,000$ from the KCPFD.

Alternatives: Do not approve and provide alternative guidance.
Attachments: Resolution
Interlocal Agreement

## RESOLUTION NO.

$\qquad$


#### Abstract

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A FINANCING AND PROJECT PARTNERSHIP AGREEMENT WITH KITSAP REGIONAL LIBRARY FOR THE SOUTH KITSAP COMMUNITY EVENTS CENTER.


WHEREAS, since 2018, the City, the Kitsap County Public Facilities District, and the Kitsap Regional Library ("KRL" have worked collaboratively to develop, design and finance the construction of the South Kitsap Community Event Center ("CEC"), a special events center to provide a new and expanded space for library services, as well as new community event and meeting space to serve the public in downtown Port Orchard; and

WHEREAS, the City and KRL have worked collaboratively to design the exterior and interior of the CEC to ensure its dual function as a library and a public events space, and have negotiated a long-term financing and project partnership agreement to reflect the partners' commitments and roles for construction, and use of the CEC (the "Agreement"); and

WHEREAS, the CEC will provide a central gathering place and multi-purpose facility in downtown Port Orchard that will support a multitude of functions for local and regional use; and

WHEREAS, the CEC will house the library branch, to provide expanded space for library services, and new community event and meeting space to serve the public; and

WHEREAS, the City Council finds that execution of the Agreement will provide for the development, construction, and operation of the CEC and is in the best interests of the City and its residents; now, therefore

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: It is the intent of the Port Orchard 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 Mayor to execute a Financing and Project Partnership Agreement with Kitsap Regional Library for the South Kitsap Community Events Center, and to take all actions consistent with this authorization and necessary to effectuate its intent. A copy of the Agreement is attached hereto as Exhibit A and shall be executed in a form acceptable to the City Attorney.

# Back to Agenda 

Resolution No. XX
Page 2 of 2
PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this $25^{\text {th }}$ day of July 2023.

Robert Putaansuu, Mayor

## ATTEST:

Brandy Wallace, MMC, City Clerk

## FINANCING AND PROJECT PARTNERSHIP AGREEMENT BETWEEN THE CITY OF PORT ORCHARD AND THE KITSAP REGIONAL LIBRARY FOR THE SOUTH KITSAP COMMUNITY EVENT CENTER

THIS AGREEMENT for the financing and use of the South Kitsap Community Event Center, in Port Orchard, Washington ("Agreement"), is made and entered into upon mutual execution by and between the City of Port Orchard ("City") and the Kitsap Regional Library ("KRL"), a Kitsap County Rural Library District. The City and KRL shall be referred to as the Parties and each as a Party.

## RECITALS

WHEREAS, the City owns real property and a building located at 87 Sidney Avenue that is leased to KRL for the operation of a library branch to provide library services to residents (Contract No. 048-14); and

WHEREAS, since 2018, the City, the Kitsap County Public Facilities District and KRL have worked collaboratively to develop, design and finance the construction of the Port Orchard Community Event Center ("CEC"), a special events center to be constructed on Kitsap County Tax Parcel No. 4650-011-001-0001, located at 619 Bay Street, Port Orchard, Washington 98366 (the "Property"); and

WHEREAS, the CEC will provide a central gathering place and multi-purpose facility in downtown Port Orchard that will support a multitude of functions for local and regional use; and

WHEREAS, the CEC will house the library branch, to provide expanded space for library services, and new community event and meeting space to serve the public; and

WHEREAS, the Parties recognize the benefits the parties can receive from working collaboratively to develop, fund and construct the CEC for the residents of Port Orchard and South Kitsap County; and

WHEREAS, the Kitsap County Public Facilities District has committed to providing $\$ 18,500,000$ from existing sales and use tax authority pursuant to RCW 82.14 .390 in funding for the CEC as a project to create tourism and economic growth for the area; and

WHEREAS, since 2018, the City and KRL have worked collaboratively to design the exterior and interior of the CEC to ensure its dual function as a library and a public events space, as well as to secure resources for the necessary funding for this project; and

WHEREAS, this Agreement is intended to memorialize the Parties commitments to funding the development, construction and operation of the CEC;

NOW, THEREFORE, the City and KRL enter into this Agreement that outlines the responsibilities and commitments of each party in the development, construction, operation and financing of the CEC.

## AGREEMENT

## I. PURPOSE

The CEC will be developed as a multipurpose special events facility of approximately 26,000 square feet, including over 6,000 square feet of space committed to KRL for operation of the library branch and approximately 8,000 square feet of shared event and meeting space that can be utilized by the Parties.

This Agreement provides for the parties' commitments to financing the development, construction and operation of the CEC. Because KRL will relocate its existing library branch into the CEC upon completion of construction and operate its library branch in the CEC moving forward, this Agreement also addresses the terms of occupation of a portion of the CEC by KRL, provided the Parties intend to execute a long-term lease agreement that incorporates the relevant terms from this Agreement.

## II. TERM

The term of this Agreement shall be for forty (40) years, commencing on the date that this Agreement is fully executed by the Parties (the "Commencement Date"), unless otherwise terminated as set forth herein or extended by written agreement of the Parties; provided, at such time as the Parties enter into a long-term lease agreement for the CEC, this Agreement shall be incorporated into that Lease agreement.

## III. DEVELOPMENT AND DESIGN OF CEC

A. The Parties agree to develop and provide for the joint provision and operation of the CEC in accordance with this Agreement as a multipurpose, tourism-related facility, providing public meeting and event space and a new regional library.

1. The City shall be the agency with primary responsibility for the development of the CEC, and shall acquire, design, construct, own, operate and maintain the CEC, and otherwise administer its development and operation, subject to the provisions set forth herein.
2. The City is and will remain the owner of the Property and has acquired all real property and real property interest necessary to serve as a site for the CEC.
3. The City maintains all necessary lease agreements, including but not limited to Department of Natural Resources Aquatic Lease Agreement(s), for the use and occupancy of the Property as well as all real property necessary to serve as the site for the CEC, on such terms and conditions as may be agreed upon by the City and the applicable lessor(s).
4. Prior to construction, the City will provide KRL a proposed capital expenditure budget plan for the Project.
B. Pursuant to an Agreement with the City, firm Rice Fergus Miller, Inc. ("RFM") shall design the CEC according to the direction of the City, and with input from KRL to the City. The Parties agree that the Port Orchard Community Events Center Designs attached to this Agreement as Exhibits 1.1-1.3 have been approved by the City after input from KRL; provided, that KRL must approve in writing any subsequent alterations to the design of the portion of the CEC that KRL will occupy ("Library Space"), and KRL will have the reasonable opportunity to provide input to the City on any other proposed subsequent alterations. The Parties agree that the "Library Space" is the rooms identified in the Room Schedule attached to this Agreement as Exhibit 2 highlighted in purple as "Library is Primary Operator." References to the "Library Space" by room numbers on Exhibit 2 do not limit KRL's additional allowed use of shared spaces and spaces KRL can access as identified on Exhibit 2.
C. KRL shall have exclusive control of the design of any and all tenant improvements within the Library Space but the design shall be performed by RFM under its contract with the City, with payment for that design provided by KRL to the City (as set out in a separate agreement between the parties). The tenant improvement design of the Library Space is included in the RFM design approved by the City and KRL, attached as Exhibits 1.1-1.3.

## IV. CONSTRUCTION

A. The City shall be responsible for contracting for and managing the construction of the CEC; provided, KRL may participate in the procurement process for the general contractor and for construction administration/construction management services. Beginning with groundbreaking on construction, the City will provide KRL with monthly, quarterly, and annual project reports regarding construction; provided, KRL may have a representative present to review construction progress at any time during the project.

Change Orders. KRL will be consulted on all change orders, and the City will provide access to all information relating to the Project and/or the Property as the Library may request. If a contemplated change order will impact the Library Space or will cause an increase in KRL's Capital Contribution, the City will notify KRL those change orders in advance of them being issued to the general contractor. Responsibility for payment of change orders shall be as follows:
i. Change orders that only involve tenant improvement work inside the Library Space: KRL shall be responsible to pay in full.
ii. Change orders that only involve work outside the Library Space and/or work to the shell or infrastructure of the building: City shall be responsible to pay in full, unless otherwise agreed upon by the parties at the time of the change order, provided work KRL requested for its sole benefit shall be the responsibility of KRL.
iii. Change orders that involve tenant improvement work inside the Library Space and work outside the Library Space and/or work to the shell or infrastructure of the building: KRL shall be responsible to pay costs for tenant improvement work inside the Library Space and the City shall be responsible to pay the balance of the change order unless (a) otherwise agreed upon by the parties at the time of the change order, in which case the responsibility for payment will be by agreement of the parties; or (b) KRL requested a portion of the change for its sole benefit, in which case payment for that portion shall be the responsibility of KRL.
B. Anticipated Timeline. The Parties acknowledge that the following dates are target dates for action and failure to meet the dates set forth herein will have no effect on the provisions of this Agreement, provided deadlines pertaining to financing shall not be altered except for by advance written agreement of the Parties.

| Milestone | Anticipated Completion Date |
| :--- | :--- |
| Final Design (approval by City <br> Council) | June 2023 |
| Permitting | $2023-2025$ |
| Solicitation of Bids for <br> Construction | 2026 |
| Construction | $2026-2027$ |
| Tenant Improvements | 2027 |
| Occupation Issued | 2028 |

## V. CAPITAL CONTRIBUTIONS

A. Subject to the terms set forth herein and in conjunction with the Kitsap County Public Facilities District, the City and KRL agree to jointly fund the construction of the CEC (for purposes of this section, "Project") as follows:

1. The Public Facilities District has committed to fund $66 \%$ of the total project cost estimated at $\$ 28,100,000$ which will provide an estimated $\$ 18,500,000$ for the Capital Contribution for the Project.
2. KRL shall provide an estimated Initial Capital Contribution of $\$ 4,800,000$ (representing half of the $34 \%$ not funded by the Public Facilities District).
3. The City shall provide an estimated Initial Capital Contribution of $\$ 4,800,000$ (representing half of the $34 \%$ not funded by the Public Facilities District.
4. In addition to the above Initial Capital Contributions, the City and KRL will each contribute Final Capital Contributions in the amounts equal to the change order costs for which they are responsible under this Agreement, subject to the limitation on KRL's Capital

Contribution below. The City's Final Capital Contribution shall include other costs for the Project that are not covered by KRL's Capital Contribution.
5. KRL's Initial and Final Capital Contribution shall together be "KRL's Capital Contribution," and shall not exceed $\$ 5,500,000$ without KRL's written consent.
6. The City shall own the property on which the Community Event Center is constructed, and the above Capital Contributions shall not include the value of that underlying property which will be contributed wholly by the City.
7. The Capital Contributions shall be in the form of a cash capital contribution to the Project and will be funded in full on the timeline set out herein.
8. The Capital Contributions shall be utilized for the costs of development, construction, materials, public bidding and contracting costs, permitting, consultant and attorneys' fees for the Project development; provided, the Parties will each cover their own transaction expenses and those of its attorneys, agents and advisors for the costs of negotiating, drafting and executing this Agreement and any future Lease Agreement.

## VI. OPERATION AND USE

A. After the CEC is constructed, the Parties shall prepare and execute a lease agreement incorporating the terms of this Agreement. The Parties agree that KRL shall occupy and lease from the City a portion of the CEC reflected in the Room Schedule in Exhibit 2. The Parties agree that the lease shall provide the following terms and shall be substantially similar to the lease agreement between the City and KRL for use of the 87 Sidney Avenue, Port Orchard Library Facility, attached as Exhibit $\mathbf{3}$ and including the following terms:

1. City agrees to lease the Library Space to KRL as a reflection of KRL's Capital Contribution to the Project for a period of forty (40) years, at a lease rate of $\$ 1$ per year, and shall renew the lease at the expiration of that term upon terms negotiated at that time. The lease shall allow KRL primary access to conference and office spaces located on Floor 1 without interference by the City, and access to conference rooms located on Floor 2 provided the City may schedule use of these rooms in accordance with City policy that shall be developed with input by KRL.
2. City agrees to provide utility services for the CEC at its own expense, including but not limited to heating, air conditioning, electricity, potable water, sewer, solid waste, and shall further provide all services for structural maintenance of the CEC, including but not limited to building maintenance and capital facility needs. KRL agrees to provide janitorial/custodial service and supplies for the CEC, provided if shared spaces are rented for a private event, the City shall be responsible for janitorial/custodial service and supplies for all rooms used for that event.. The Parties agree that minor maintenance requests, including repair of damage
caused by KRL patrons, shall first be evaluated by KRL staff, and where feasible resolved by KRL. Non-minor building repair requests, as decided by the reasonable determination of KRL staff, shall be submitted to the City Public Work's Director or their designee by KRL staff for resolution by the City. Scope of repairs shall be at the sole determination of the City.
3. The City shall maintain the exterior of the CEC, including landscaping and parking facilities. The City shall provide a dedicated parking space adjacent to KRL's book drop with signage restricting use of the space at all times for the book drop, and will restrict use of at least two spaces adjacent to the book drop for KRL staff during business hours.
4. KRL agrees to provide library services in its leased premises, including but not limited to books and materials, programming, staffing, technology, and telephone and data connection costs. KRL will notify the City in advance of any changes in operational hours.
5. All furnishings, including without limitation the library collection, removable fixtures, and equipment (collectively the "KRL Furnishings") are or will become property of KRL. Permanently mounted fixtures shall remain part of the building and therefore owned by the City; provided, if City decides to sell the CEC, KRL in exercising its option to purchase the CEC, will become owner of the permanently mounted fixtures.
6. KRL Capital Improvement requests shall be submitted no later than August 31 of each year for inclusion in the City's preliminary budget process. Changes to the structure of the premises leased by KRL shall be negotiated and done in partnership so as not to impede or disrupt library service to the public as much as is reasonably practicable.
7. KRL shall have the right, at its expense, to install, construct, reconstruct, and maintain improvements in the Library Space, and shall bear responsibility for their continued operation, maintenance, and repair.
8. The parties covenant not to use the Library Space or any area impacting the Library Space in any way that is inconsistent with the provision of library services during the term of the lease, absent express written approval of the parties.
B. Sale of the CEC and Purchase Option. Should the City elect to sell the CEC, KRL shall have the first option to purchase the CEC for the fair market value of the CEC, less KRL's Capital Contribution to the CEC. KRL shall have six (6) months to decide whether to exercise this option, from the date the parties agree on the fair market value. If the parties are unable to agree on the fair market value, each shall retain its own appraiser and the parties shall engage in binding arbitration to determine the fair
market value. This Section shall survive termination of the Agreement. Any sale of the CEC will be subject to this Agreement and the parties' lease.

## VII. INDEMNIFICATION

To the extent permitted by law, the City agrees to indemnify and hold harmless KRL from and against all claims of whatever nature arising from any act, omission, or negligence of the City, or of the City's contractors, licensees, agents, servants, or employees under this Agreement. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. Notwithstanding the foregoing, the City will have no liability to KRL with respect to any claims or portions thereof of whatever nature arising from any act, omission, or negligence of KRL, or of KRL's contractors, licensees, agents, servants, or employees.

To the extent permitted by law, KRL agrees to indemnify and hold harmless the City from and against all claims of whatever nature arising from any act, omission, or negligence of KRL, or of KRL's contractors, licensees, agents, servants, or employees under this Agreement. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. Notwithstanding the foregoing, KRL will have no liability to the City with respect to any claims or portions thereof of whatever nature arising from any act, omission, or negligence of the City, or of the City's contractors, licensees, agents, servants, or employees.

If and to the extent this agreement is subject to RCW 4.24.115, the parties agree that the indemnifying party will not be obligated to indemnify the indemnified party for the indemnified party's sole negligence, and in the case of concurrent negligence, the indemnifying party is only obligated to indemnify the indemnified party to the extent of the indemnifying party's own negligence. Further, each party specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, for claims against the party by the other party under this Section. The waiver does not include, or extend to, any claims by a party's own employees directly against the party.

THE CITY AND KRL ACKNOWLEDGE THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO PURSUANT TO THE PROVISIONS OF RCW 4.24.115 AND WAS THE SUBJECT OF MUTUAL NEGOTIATION.

This Section shall survive termination of the Agreement.

## VIII. INSURANCE

The City shall maintain at all times, at its sole expense and in such amounts as it shall determine to be adequate, fire and extended coverage insurance for the CEC. KRL shall maintain at all times, at its sole expense and in such amounts as it shall determine to be adequate, fire and extended
coverage insurance for the furnishings of the Library Space. City and KRL shall each maintain at their sole expense, a policy or policies of comprehensive general liability insurance against loss suffered or alleged to be suffered by any person or persons or to any property, on or about the CEC or resulting thereof by the respective parties in accordance with this Agreement, such insurance to afford protection in the amounts of not less than $\$ 1$ million single limit/\$1 million aggregate. City and KRL each shall be listed as an additional insured on the other's policy or policies providing such comprehensive liability coverage, and each shall obtain the agreement of its insurer to provide notice to the other o any expiration or cancellation of coverage at least 10 days prior to such expiration or cancellation.

## IX. FORCE MAJEURE

Neither the City nor KRL shall be responsible for any delay in or failure of performance resulting from events outside the Parties' reasonable control, including but not limited to riot, war, civil unrest, natural disaster, or other circumstances not reasonably within its control.

## X. CONFLICT RESOLUTION

If either party believes that the other party is not fulfilling the obligations established by this Agreement, that party shall give written notice of its complaint to the other party if and when informal communications, such as telephone conversations, fail to satisfy the claiming party. The written notice shall identify the act or omission at issue and the specific term(s) of this Agreement that the complaining party alleges has been violated. The responding party's designated representative shall respond to the notice in writing within ten (10) working days. The response shall state that party's position as well as what, if any, corrective action the responding party agrees to take. The complaining party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, any corrective action shall be taken within ten (10) days of receipt of the responding party's written reply unless otherwise mutually agreed. If dissatisfied, the complaining party shall call a meeting between the Mayor of the City of Port Orchard or his/her designee and the KRL Board President or his/her designee to resolve the matter. The Mayor and Board President may agree to submit the dispute to a Washington State mediator, which may include a professional mediation service, to mediate the matter in accordance with their mediation rules. Otherwise, the matter shall be considered closed. All the steps preceding shall be a prerequisite to either party suing under this Agreement for breach, specific performance, or any other relief related to this Agreement, except that either party may seek an injunction for irreparable harm.

## XI. DEFAULT; TERMINATION

Either party has the right to terminate this Agreement in the event the other party is in default of any material term or condition of this Agreement by providing ninety (90) days' advance written notice specifying the basis for such determination and providing the other party with an opportunity to cure the default. If the other party thereafter fails to commence reasonable steps within to correct fully and to remedy the default within ninety (90) days from the date of the
notice, then this Agreement shall be deemed terminated; provided that, if the nature of the default is such that it cannot be remedied within ninety (90) days, then the Agreement shall not terminate so long as the party in default is proceeding promptly to remedy the default and does so within such additional period as may be agreed by the parties. In case of termination for default by either party of the duties and obligations under the terms of this Agreement, KRL shall release all right to use the CEC and all improvements to the City. In the event the City is in default or demands early termination for any reason, it shall have the obligation to pay KRL one hundred (100) percent of the depreciated cost of the KRL related tenant improvements. For calculating depreciation, the useful life of the tenant improvements is [40 years]; the calculation will be made using the straight-line method.

## XII. ASSIGNMENT

Neither party will assign its rights or responsibilities under this Agreement without written authorization of the other party; provided, that the City may delegate day-to-day construction management to the general contractor the City hires to construct the CEC.

## XIII. SEVERABILITY

If any term or clause of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but shall continue in full force.

## XIV. NOTICE

Each notice or other communication which may be or is required to be given under this Agreement, shall be in writing and shall be deemed to have been properly given when delivered personally during normal working hours to the party to whom such communication is directed, or three (3) days after being sent by regular mail, to the appropriate one of the following addresses as may be designated by the appropriate party:

## IF TO THE CITY OF PORT ORCHARD:

Mayor
City of Port Orchard 216 Prospect Street
Port Orchard, WA 98366
Telephone No: (360) 876-4407
Fax No: (360) 895-9029
Email: rputaansuu@portorchardwa.gov

IF TO KRL:
Director
Kitsap Library District
1301 Sylvan Way
Bremerton, WA 98310
Telephone No: (360) 405-9132
Email: jdriver@krl.org

## XV. NON-WAIVER

Failure of either party to insist upon the strict performance of any term of this Agreement will not constitute a waiver or relinquishment of any party's right to thereafter enforce such term.

## XVI. INTEGRATION

This writing contains all terms of the Parties' agreement on this subject matter and replaces all prior negotiations and agreements. Modifications to this Agreement must be made in a writing signed by each Party's representative. This Agreement may be executed in two or more counterparts and by email exchange of PDF copies, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

## XVII. JURISDICTION, VENUE, AND GOVERNING LAW

The Parties hereto, their successors and assigns, hereby consent to the jurisdiction and venue of the Kitsap County Superior Court, State of Washington, for the determination of any dispute that may arise pursuant to the terms of this Agreement. All the rights and remedies of the respective parties shall be governed by the provisions of this instrument and by the laws of the State of Washington as such laws relate to the respective rights and duties of the City and KRL.

## XVIII. AUTHORITY

The Parties each represent and warrant that they and/or their undersigned agents have full power and authority to enter into and execute this Agreement, and that the execution, delivery, and performance by the Parties of this Agreement and the related documents is not in conflict with any law, rule, regulation, writ, judgment, injunction, decree or award, or with the provisions of any agreement to which the Parties or any of them may be bound, including without limitation, their articles of incorporation or bylaws.

## XIX. BINDING AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the successors, assigns, trustees, receivers, personal representatives, legatees, and devisees of the Parties. Except as set forth herein, no person, organization, or association other than the City and KRL shall have any rights or claims under this Agreement.

## XX. ENTIRE AGREEMENT

This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings related to the subject matter hereof.

## XXI. COUNSEL’S ADVICE

The Parties represent that they have reviewed the terms of this Agreement with their attorney, that they are authorized to enter into this Agreement, and the Agreement is executed freely and voluntarily as of the date hereof.

## XXII. ATTORNEY FEES TO PREVAILING PARTY

In the event of any litigation in connection with this Agreement, the prevailing Party shall be entitled to recover its attorney fees and other costs and expenses, including attorney fees in both trial and appellate courts and in any bankruptcy proceeding.

## XXIII. COUNTERPART SIGNATURES

This Agreement may be executed in several counterparts, which when taken together shall constitute one original Agreement. A facsimile signature shall be deemed an original signature for all purposes.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

## CITY OF PORT ORCHARD

By: Robert Putaansuu, Mayor

Dated: $\qquad$

KITSAP COUNTY LIBRARY DISTRICT
$\mathrm{By}:$ $\qquad$

Dated: $\qquad$

## LIST OF EXHIBITS

## Exhibit 1: CEC Designs

## Exhibit 2: Room Schedule

## Exhibit 3: Lease Agreement for 87 Sidney Avenue



## PORT ORCHARD COMM. EVENTS CENTER

CITY OF PORT ORCHARD
DESIGN DEVELOPMENT

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## PROJECT DESIGN TEAM



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design development


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DESIGN DEVELOPMENT



144 112 _ roof soopererran

ENLARGED PORTAL PLAN

(13) ENLARGED CANOPY PLAN


PROECT\# 2020022
ROJECT ${ }^{202029}$
$\frac{\text { SUE DATE SEFTEMBER 30, } 2022}{\text { REUSONSCHEHUUE }}$

EnLARGED CANOPY
AND PORTAL PLANS

A25.03

| TOILET ACCESSORY SCHEDUEE |  |  |
| :---: | :---: | :---: |
| EQUIP \# | DESCRIPTION | NOTES |
| TA-01 | SOAP DISPENSER | BOBRICK OR EQUAL |
| TA-02 | RECESSED PAPER TOWEL DISPENSER / WASTE RECEPTACLE | BOBRICK OR EQUAL |
| TA-03 | MIRROR-24X36 | BOBRICK OR EQUAL |
| TA-05 | TOILET PAPER DISPENSER | BOBRICK OR EQUAL |
| TA-06 | SANITARY NAPKIN DISPOSAL | BOBRICK OR EQUAL |
| TA-07 | SEAT COVER DISPENSER | BOBRICK OR EQUAL |
| TA-08 | DIAPER CHANGING STATION | KOALA KARE OR EQUAL |
| TA-09 | ADA GRAB BAR SET | PROVIDE IN WALL BLOCKING |

NOTES \& LEGEND - FLOOR PLAN 1. DIMENSIONS ARE TO ROUGH FRAMING OR TO FACE OF EXISTING FINISHES, TYP UNO.
2. DIMENSIONS INDICATED AS "MIN" OR "CLR" ARE FROM NEAREST FINSH SURFACE, INCLUDING TRIM.
3. ROUGH DOOR OPENNGS ARE LOCATED 4" FROM NEAREST NTERSECTING WAL FRAMNG. TYP 2. DIMENSIONS INDICATED AS "MIN" OR "CLR" " REE ROM NEAREST FINSH SURFACE, INCLUDING TRIM.

5' DIAMETER TURNING SPACE CLEAR FLOOR SPACE
$30^{\prime \prime} \times 48^{\prime \prime}$ UNO

RICEfergusmiller
(4) $\frac{\mathrm{PHONE}}{14=5 \mathrm{~F} \cdot \mathrm{~V}} \mathrm{BOOTHS}$

(2) $\frac{\text { L1 RESTROOMS \& JANITOR }}{14=1 w^{\prime}}$
(1) $\frac{\text { L1 ALL GENDER RESTROOMS }}{14=~}$

| EXTERIOR FINISH SCHEDULE |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| ${ }_{\text {ckenc }}^{\text {mat }}$ |  |  | stonewomen | weecrechirerv |
| ${ }^{\text {Prape }}$ | OTP000 | Phenol Peme | STOUEMOOO | custow suoo .erer bue smed |
| man ${ }^{\text {mas }}$ | ${ }^{07413}$ |  | AEPSPN |  |
| wn-4 | Oetso | NETA F RSCM Fram | AfPseme | funstuchiom- |
|  |  |  |  |  |

## KEY NOTES - EXTERIOR ELEVATIONS



KEY NOTES - EXTERIOR ELEVATIONS

(2) $\frac{\text { EAST }}{16=1: \cdot T}$


E 1 -
(1)


(3) EAST-PENTHOUSE 1

(5) - SOUTH-PARTIAL TEEN PORTAL

$$
||||||||\mid
$$

verical some

$\square$ Phenolcranel

## EXTERIOR ELEVATIONS

 PENTHOUSEA31.03

(4) AXONOMETRIC - WEST (FOR REFERENCE ONLY)


3 AXONOMETRIC - SOUTH (FOR REFERENCE ONLY)

(1) AXONOMETRIC - NORTH (FOR REFERENCE ONLY)

$\xrightarrow{\text { RROJECT\# }}$


XONOMETRICS - FOR REFERNCE ONLY

(3) $\frac{\text { NORTH SOUTH SECTION } 1}{\text { wis }}$

(2) $\frac{\text { NORTH SOUTH SECTION } 2}{1 \pi=2 t: T}$

(10) $\frac{\text { ADA STALL - E }}{14=\pi=1 . r}$
(9) $\frac{\text { ADA STALL }-N}{14=2 t+r}$

(8) TYP STALL - E
(7) $\frac{\text { TYP STALL }-N}{14=1: 10}$

(3) $\frac{\text { ALL GENDER RESTROOMS - W (L1 \& L2) }}{14=1 \cdot=\cdot T}$
(2) $\frac{\text { ALL GENDER RESTROOMS - W2 (L1 \& L2) }}{14 G=1 \cdot T \cdot T}$
(1) $\frac{\text { ALL GENDER RESTROOMS }-\mathrm{N}(\mathrm{L} 1 \& \mathrm{~L} 2 \mathrm{~L})}{14=1 \cdot{ }^{-0}}$
(5)




$\frac{14 L \text { GENDER RESTROOMS - S (L2) }}{14=0}$

(14) TYP ADA RR-LAV WALL

-
(11) TYP ADA RR - DOOR WALL

(1) wesm


(11) $\frac{\text { ADULT READING AREA }-E ~}{W=1 \%}$


(4) RECEPTION DESK-FRONT




(9) $\frac{\text { ADULT READING AREA }-N}{16=5 \cdot t r}$

(6) $\frac{\text { RECEPTION DESK STAFF SIDE }-\mathrm{N}}{\pi=10}$

$$
\text { (5) } \frac{\text { RECEPTION DESK - SIDE }}{16^{2}=\frac{10}{}}
$$

 $\qquad$ (7) $\frac{\text { RECEPTION DESK STAFF SIDE - E }}{14=1=T}$



(2) MAIN STAIR AND FEATURE SCREEN




(14) STAFF WORK ROOM - $\frac{\mathrm{S}}{\mathrm{W} \cdot \mathrm{W}}$

(13) LOUD WORK ROOM - S

 $\qquad$

 $\qquad$
(8) KRL SELF CHECK 2 $\qquad$
(9) $\frac{\text { PRINT COUNTER }}{146^{5}=v_{0}^{T}}$
(8) $\frac{\mathrm{KRL}}{14 \mathrm{~F}=1 \cdot \mathrm{~F}^{\prime}}$
(7) KRL SELF CHECK 1
(6) $\frac{\text { KRL STAFF COUNTER }}{14=t: v e r}$


(1) $\frac{\text { KIDS READING AREA }-\mathrm{N}}{14=5 \cdot=\cdot \mathrm{r}}$

(11) $\frac{\text { BREAK ROOM }-W}{14= \pm: v i v}$
(9)

(3) $-\frac{\text { KIDS TECH COUNTER }}{14=1 \cdot v r}$ $\qquad$

(2) KIDS READING AREA - S


(10) TWEEN TECH COUNTER

INTERIOR ELEVATIONS

A34.03



(5) L1 FEATURE WINDOW SURROUND - N
(7) L2 FEATURE WINDOW SURROUND-N
(8) L2 FEATURE WINDOW SURROUND - S $\qquad$



##  <br>  



(2) COWORKING SPACE-E

(4) COWORKING SPACE ISLAND - E



${ }_{\left(W_{0-1}\right)}$

(3) COWORKING SPACE ISLAND - W


A34.05


## 




$\xrightarrow{\text { PROEET } \# 202002}$
DESIGN DEVELOPMENT


STAIR 3 PLANS \&
SECTIONS
(8) $\frac{\text { STAIR } 5 \text { ENLARGED PLAN - PENTHOUSE }}{\text { weten }}$


| DOOR SCHEDULE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2008\％ | Nwner | ${ }^{\text {Room }}$ NWE | TNE | marteal |  | cunzic |  |  |  |  |  |  | ¢ring | mane | comer |  | Lemel |
|  | 101 | VESTIEUE | ${ }^{\text {s2 }}$ | Aum | Pomercoar rum | a－1 | ${ }_{8 \cdot \sigma}$ | ${ }_{6 \cdot \sigma}$ | ${ }^{134}$ |  |  | Pomercroarlum |  |  | Extraor．Pac Chrowne | Level |  |
| ${ }_{\text {cose }}^{1010}$ | $\xrightarrow{101}$ | Vessivic | ${ }_{52}$ | ${ }_{\text {ald }}^{\text {aum }}$ |  | ${ }_{\text {did }}^{0.1}$ | ${ }_{\substack{8 . \sigma \\ 8 \cdot \sigma}}^{\text {er }}$ | ${ }_{\substack{3.0 \\ 8 \cdot 0}}^{\substack{\text { com }}}$ | ${ }_{\substack{134 \\ 134}}^{\substack{134}}$ |  |  |  |  |  | （esth | ｜telel |  |
|  |  | VGsitule | si | Auw | Power coar rum | Q．1－1 | ${ }_{8 \cdot \sigma}$ | ${ }_{\substack{3.0 \\ 8.0}}$ | 3\％ |  |  | Pomer coar alum |  |  | PUSH Hutrow opeator | Level |  |
|  |  |  |  | wo | ${ }_{P 4}$ | wh | er | ${ }_{8 \cdot 9}$ | 近 |  |  | ${ }_{P} 4$ |  |  | Unosair |  |  |
|  |  |  | A |  |  |  | ${ }_{8 \cdot \sigma}$ | ${ }_{\text {s．0．}}$ | ${ }^{34}$ | a |  |  |  |  |  |  |  |
| ${ }_{100}^{100}$ | ${ }_{104}^{104}$ |  | ${ }_{\text {A }}^{\text {A }}$ | ${ }_{\text {wo }}$ | ${ }_{\substack{\text { P．} \\ P .3}}^{\text {P／}}$ | ${ }_{\text {NA }}$ | ${ }_{\text {coser }}^{\substack{8 \cdot \sigma \\ 8 \cdot \sigma}}$ |  |  | $\stackrel{0}{0}$ |  | ${ }_{\substack{\text { p．4 } \\ p .3}}^{\text {P／}}$ |  |  | runerar | Pele |  |
|  |  |  | ${ }_{32}$ | mum | Pomercoor tum | O，－1 | ${ }_{8 \cdot \sigma}$ | ${ }_{6 \cdot 6}$ | ${ }_{134}$ |  |  | Pomerecoarlum |  |  | EXtreor Penc mheone | Etelel |  |
| ${ }^{6}$ | 110 | AOUT REDNGGEA | ${ }^{8}$ | aum | Powercoratulu | a．11 | ${ }_{8} .0$ | ${ }^{6.0}$ | 迷 |  |  | Power Coant |  |  |  |  |  |
|  | 109 | ERoffict |  | ${ }_{\text {m }}$ | Pams Shate ger | NA | ${ }_{8 \cdot \sigma}$ | ${ }_{3.0}$ | St | a | ${ }_{\text {w }}$ | Pomer coat tum |  |  | Extreor | 㖪 |  |
|  |  | Pamineofice | ${ }^{81}$ | wo |  |  | ${ }_{8-0}$ |  | ${ }^{34}$ | a | ${ }^{\text {H0 }}$ |  |  |  |  |  |  |
|  | 10 | Ofrice | ${ }^{\text {a }}$ | wo | ${ }^{\text {P．}}$ ， | Q，11 | ${ }_{8 \cdot \sigma}$ |  | 34 | ${ }_{4}$ | ${ }_{\text {tw }}$ | ${ }^{\mathrm{p}, 3}$ |  |  | sicts |  |  |
|  | $1{ }^{12}$ |  | ${ }_{\text {A }}$ | wo | ${ }_{\text {P／}}^{\text {P／}}$ | ${ }_{\text {Wa }}$ | ${ }_{8.0}$ |  | 速 |  | ${ }_{\text {wo }}$ | ${ }_{\text {P }}^{\text {P／}}$ |  |  | Nube | Ale |  |
|  | ${ }^{13}$ | Sthefonar | ${ }^{\text {A1 }}$ | wo | ${ }^{\text {P．}} 3$ |  | ${ }_{8 \cdot \sigma}$ | ${ }^{3 \cdot 0}$ | ${ }^{34}$ | ${ }^{6}$ |  | ${ }^{\text {P．3 }}$ |  |  | ruwescur |  |  |
|  |  |  | ${ }^{0}$ | ${ }^{\text {m }}$ | ${ }^{\text {P．}} 3$ |  | ${ }_{8 \cdot \sigma}$ | ${ }_{6 \cdot 9}$ | ${ }^{34}$ | ${ }_{0}$ | ${ }_{\text {tm }}$ |  |  |  |  | evel |  |
|  | 15 | вевенвоои | ${ }^{81}$ | wo | ${ }^{\text {P．}}$ S |  | ${ }_{8 \cdot \sigma}$ | ${ }^{3.0}$ | 迷 | ${ }^{\prime}$ | ${ }^{\text {mm}}$ | ${ }^{\text {P3 }}$ |  |  |  |  |  |
| ${ }^{1168}$ | ${ }_{18}^{118}$ | Stiol | ${ }_{\text {AI }}$ | wo | ${ }_{\text {P／}}^{\text {P．}}$ | ${ }_{\text {NA }}$ | ${ }_{\text {coser }}^{\substack{8 \cdot \sigma \\ 8 \cdot \sigma}}$ | ${ }_{\substack{3 \\ 3.0}}^{\substack{8.0}}$ |  | ${ }_{8}$ |  | ${ }_{\substack{\text { p．3 }}}^{\text {P．}}$ | 45 mm |  | PNuCherowne | ［telel |  |
|  | ${ }^{118}$ | Silaf work poon |  | ${ }^{10}$ |  | ${ }_{\text {a }}^{\text {a }}$ | ${ }_{\text {coser }}^{\substack{8 \cdot \sigma \\ 8 \cdot \sigma}}$ | $\underbrace{\substack{\text { che }}}_{\substack{3.8 \\ 8.8}}$ | ${ }_{\text {cke }}^{36}$ | $\stackrel{0}{0}$ |  | Pownercour ilu |  |  | Pustultovo orato Exteor | Elely |  |
|  | 19 | Offe | A | wo | ${ }^{\text {P．}}$ ， | atil | ${ }_{8 \cdot \sigma}$ | ${ }^{3 \cdot \mathrm{o}}$ | 34 | ${ }_{0}$ | ${ }_{\text {tm }}$ |  |  |  |  |  |  |
|  |  | Frworkoom |  | wo | ${ }^{\text {P．}} 3$ |  | ${ }_{8 \cdot \sigma}$ | ${ }^{\text {3．0．0 }}$ | ${ }_{34}$ | ${ }^{4}$ |  | ${ }^{\text {P．3 }}$ |  |  |  | eral |  |
|  |  | IEECRoom | ${ }^{0}$ | ${ }^{\text {tm }}$ | ${ }^{\mathrm{P}, 3}$ | Q．11 | ${ }_{8.0}$ | ${ }_{\text {e．}}^{6}$ | 34 | $\stackrel{ }{ }$ | ${ }_{\text {tw }}$ | ${ }^{\text {P．}} 3$ |  |  |  |  |  |
| ${ }_{122}^{1218}$ | ${ }_{12}^{12}$ | leterear |  | ${ }_{\text {wo }}$ | Panvemercherreor |  | ${ }_{\substack{8.0 \\ 8.0}}^{\text {er }}$ | ${ }_{\substack { 3.0 \\ \begin{subarray}{c}{\text { c．}{ 3 . 0 \\ \begin{subarray} { c } { \text { c．} } }\end{subarray}}$ |  | － | ¢ |  |  |  | Extreor | ［telel |  |
|  | ${ }^{123}$ | Elerion | ${ }_{8}^{02}$ | ${ }_{\text {nm }}$ | Panvemechentriorl | Gl． | ${ }_{8 . \sigma}$ | ${ }_{\text {er }}^{6 \cdot r}$ | ${ }^{134}$ | 0 | н＂ | Pomercroar mum |  |  | extreor | Etell |  |
|  |  | Alue riwis sece |  |  | Somereatulu |  | ， | S |  |  |  |  |  |  |  |  |  |
|  |  |  | ${ }^{\text {a }}$ | ${ }^{\text {ни }}$ | Pant saniegrer | NA | ${ }_{8 \cdot \sigma}$ | ${ }_{\text {3．0．}}$ | 34 |  |  | Powoer Coar alum |  |  | Extreor PMC Chaowne | Ele |  |
|  |  | all emeer respoons |  | wo | P3 | wh | ${ }_{8 \cdot \sigma}$ | ${ }_{3 \cdot \mathrm{r}}$ | ${ }^{34}$ | $0$ | ${ }^{\text {tw}}$ |  |  |  | runepar | evel |  |
|  |  |  |  |  |  |  |  |  | 退 |  |  |  |  |  | Pustarto Orearior | tulel |  |
|  |  | MsFer 4 | ${ }_{\text {A }}^{\text {A }}$ | ${ }_{\substack{\text { wom } \\ \text { Hum }}}$ | Panvimuche mertorn | $\stackrel{\mathrm{NA}}{\text { NA }}$ | ${ }_{\substack{8 . \sigma \\ 8 \cdot \sigma}}^{\text {d，}}$ |  | ${ }_{13}^{134}$ | $\stackrel{9}{9}$ | $\underset{\substack{\text { thn } \\ \text { tha }}}{ }$ | Poweercouraum |  |  | Exteor Pencturowne | tivel |  |
|  |  |  | ${ }_{\text {s2 }}^{4}$ | num | Pewobr coar alum |  | ${ }_{8 . \sigma}^{8 . \sigma}$ |  | ${ }^{134}$ |  |  | Powner coar alum |  |  | Extroor Palcheormer | Lever 2 |  |
|  |  |  | $\stackrel{\text { A }}{\text { A }}$ | wo | ${ }_{\text {P4 }}^{\text {P4 }}$ | ${ }_{\text {NA }}^{\text {NA }}$ | ${ }_{\substack{8.0 \\ 8.0}}^{\text {er }}$ | ${ }_{\substack{3.0 \\ 3.0}}^{\substack{\text { cor }}}$ | ${ }_{\substack{184 \\ 184}}^{\substack{18 \\ \hline}}$ | ${ }_{0}^{0}$ |  | ${ }_{\text {P4，}}^{\text {P．4 }}$ |  |  | runubreur |  |  |
| 2000 | ${ }_{20}^{20}$ |  | ${ }^{\text {AI }}$ | wo | ${ }^{\text {P／4 }}$ | NA | ${ }_{8-\sigma}^{8 . \sigma}$ | ${ }_{3}^{3.0}$ | ${ }^{3 \%}$ | 9 | ${ }_{\text {tw }}^{\text {tw }}$ | ${ }^{\mathrm{P}} 4$ |  |  | rumperar | teve |  |
|  | ${ }_{28}^{28}$ | Lage Eeferim | ${ }^{32}$ | mum | Pomercoantum | Q．11 | ${ }_{8 \cdot \sigma}$ |  | ${ }_{1}^{134}$ |  |  | Pomerecoar alum |  |  | stcos |  |  |
|  | ${ }_{2}^{24}$ | siorace | ${ }_{\text {Al }}$ | wou | Powercoinatum | NA | ${ }_{8}^{8 \cdot \sigma}$ | cor |  | 0 | ${ }^{\text {nw }}$ | ${ }^{\text {Pr }}$ |  |  | rancharwaze stcen | Level |  |
|  |  |  |  |  | Pomerercourumm |  | ${ }_{8 . \sigma}$ | ${ }_{\text {3．0．}}$ | 34 |  |  | Pomoser coat |  |  | Exitaor Pamcherowne | veli |  |
|  | ${ }_{\substack{20 \\ 20}}^{20}$ |  | 退 | Rum |  | 6．l1 | ${ }_{\text {coser }}^{8.0}$ |  |  |  |  | Pomer cour |  |  | Panctrooveret siceo |  |  |
|  | ${ }^{28}$ | smumeerime |  | Mum | Pomer coat ilum | 6－12 | ${ }_{8 \cdot \sigma}$ | ${ }_{\text {s．0．}}$ | ${ }_{34}$ |  |  | Pombec coat lum |  |  |  | 何 |  |
| 20an | ${ }^{20}$ |  | ${ }^{\text {s }}$ | num | Poweercoar fuum |  | ${ }_{8 \cdot \sigma}$ | ${ }^{3.0}$ | 34 |  |  | Pomercroar aum |  |  | sictas |  |  |
| 2008 |  |  | ${ }_{\text {st }}$ | ${ }_{\text {numu }}^{\text {nuw }}$ | ${ }_{\text {Pamen }}$ | ${ }_{\text {cole }}$ | ${ }_{\substack{8 \cdot \sigma \\ 8.0}}^{\text {er }}$ | ${ }_{\substack{3 \\ 3.0}}^{\substack{3.0}}$ | ${ }_{\text {c }}^{13}$ |  |  |  |  |  |  |  |  |
| ${ }^{211 / 1}$ | ${ }_{211}^{211}$ | Eeners sion | ${ }_{\text {A2 }}$ | $\stackrel{\text { tm }}{\text { tm }}$ | ${ }_{\substack{\text { P．3 } \\ \mathrm{P}, 3}}^{\text {Pr }}$ | $\stackrel{\mathrm{NA}}{\text { Na }}$ |  | $\underbrace{\text { cor }}_{\substack{6 \cdot \sigma \\ \sigma \cdot \sigma}}$ | ${ }_{\text {l }}^{13}$ | 0 | ${ }_{\text {tw }}$ | ${ }^{\mathrm{P}, 3}$ |  |  |  |  |  |
| 12 | ${ }^{212}$ | gevercher | ${ }^{2}$ | ${ }^{\text {m }}$ | ${ }^{\text {P．3 }}$ | Na | ${ }_{8 \cdot \sigma}$ | ${ }_{6 \cdot \sigma}$ | ${ }^{34}$ | a | ${ }_{\text {tm }}$ | ${ }^{\text {P．}} 3$ |  |  |  |  |  |
| 2r8 | ${ }_{213}^{23}$ | Sticken | ${ }^{2}$ | wow | ${ }^{\text {P．}}$ | dell | ${ }_{\text {8－0 }}^{8.0}$ | ${ }_{\text {cosem }}^{4.0}$ | 䢒 | \％ | ${ }_{\text {nIm }}$ |  |  |  | scas |  |  |
|  |  | mooreeek | ${ }^{\text {A }}$ |  | Panv mactererrroos | NA | ${ }_{8 \cdot \sigma}$ | ${ }_{8.0}$ | ${ }^{34}$ | 0 | ${ }^{\text {tw }}$ | Pomere coarlum |  |  |  | Eve2 |  |
| 214 | 214 | AOAR | ${ }^{\text {A1 }}$ | wo | ${ }^{\text {P．3 }}$ | NA | ${ }_{8 \cdot \sigma}$ | ${ }_{\text {3．0．}}$ | ${ }^{34}$ | a | ${ }^{\text {tw }}$ |  |  |  | rumbear |  |  |
| ${ }^{215}$ |  | A0ARR | ${ }_{\text {Al }}$ | wo |  | NA |  |  | ${ }^{34}$ | 9 | ＋m |  | N0 |  |  | ， |  |
| ${ }^{218}$ | ${ }_{218}^{27}$ | （eftucboor | ${ }_{\text {silung }}^{\text {sild }}$ | Muw | Pomercoin rumm | Noll | ${ }_{8 \cdot \sigma}^{8 \cdot \sigma}$ | ${ }_{\substack{5.6 \\ 5.6}}$ | ${ }_{\text {che }}^{14}$ |  | Alum | Pomercoinalum |  |  | STCosi |  |  |
| ${ }^{219}$ | ${ }_{\substack{28 \\ 20}}^{20}$ | Pate ebor | coick | ${ }_{\text {ald }}^{\text {numu }}$ | （eomercoar fuw |  | ${ }_{\text {coser }}^{\substack{8 \cdot \sigma \\ 8 \cdot \sigma}}$ |  | （144 |  | num | Pomerc |  |  | Steren | 相12 |  |
| 21 | ${ }_{21} 1$ | 8oort | stome | Alum | Powore coar lum | ath | ${ }_{8 \cdot \sigma}$ | ${ }_{5 \cdot 6}$ | 114 |  |  | Pomose coar lum |  |  |  |  |  |
|  |  | ALCEEESRESESROMS |  | wo |  | NA | ${ }_{8.0}^{8 . r}$ | ${ }_{\substack{3.0 \\ 8.0}}^{\substack{\text { co }}}$ | ${ }^{134}$ | 0 | ${ }_{\text {H1 }}$ |  | \％ |  | runozat | Lexti |  |
|  | ${ }_{24}^{25}$ | Comornins seck | s22 | Num |  | ${ }_{\text {d．}}^{6.11}$ | $\stackrel{8}{8 \cdot \sigma}$ | cors | $\underset{\substack{134 \\ 134}}{\substack{134}}$ |  |  |  |  |  |  | ｜iele |  |
| Sti | ${ }_{\text {ck }}^{24}$ |  |  | wo |  | NA |  | \％ | ${ }_{\text {l }} 134$ |  | ${ }^{\text {tm }}$ |  | wn |  | Semer |  |  |
|  |  | comornins sace |  |  | ${ }^{\text {P．}} 3$ | NA |  |  |  | a | ${ }^{\text {нw }}$ | ${ }^{\text {P }} 3$ |  |  |  |  |  |
|  |  | STAIR 5 PARGE EVENT SPACE | $\begin{aligned} & A A \\ & A A \\ & A \end{aligned}$ |  | PAINT（MATCH EXTERIOR） <br> PAINT（MATCH EXTERIOR） <br> PAINT（MATCH EXTERIOR） | $\begin{aligned} & \frac{N_{A}}{N A} \\ & N A A \end{aligned}$ | $\begin{gathered} \frac{r \cdot v}{r \cdot v} \\ r-r \end{gathered}$ | $\begin{gathered} \frac{3}{3 . \sigma} \\ 3 . r \end{gathered}$ |  | a 0 0 | $\underset{\substack{\text { mu } \\ H \\ H M}}{ }$ |  |  |  |  | $\begin{aligned} & \hline \text { PENTHOUS } \\ & \hline \text { PENTHOUS } \\ & \hline \text { PENTHOUS } \\ & \hline \end{aligned}$ |  |



| $3^{\text {ecoun }}$ ans |  |  |  |
| :---: | :---: | :---: | :---: |
| * | , | * | $\frac{8}{7}$ |
| * |  | * |  |
| * | * | 。 |  |
| , so | / ${ }^{68}$ | \% s6 | 5 |










EROECT\# 2020002
design development
$\frac{\text { ISSUE DATE SEPTEMEBER 30, } 2022}{\text { REUSOOSSCHEOUE }}$

STOREFRONT TYPES \& DETAILS

## PORT ORCHARD COMM. EVENTS CENTER CITY OF PORT ORCHARD 619 BAY STREET. PORT ORCHARD, WA 98366


(i)


WINDOW TYPES \&
DETALL

A62.02

(B) NOTE STT 45

ELITE ELEVATIONS - LEVEL 2

(ㅂ)



INTERIOR RELITES

A62.03



|  | ROOM SCHEDULE - CURRENT |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
|  | ROOM \# | ROOM NAME | OPERATOR | AREA |
| ORANGE = SPACES <br> THAT ARE SHARED <br> BY EVERYONE IN <br> THE BUILDING $\qquad$ | BUILDING |  |  |  |
|  | 138 | MDF | BUILDING | 42 SF |
|  | 112 | JAN | BUILDING | 43 SF |
|  | 111 | ADARR | BUILDING | 75 SF |
|  | 217 | ELEV MACH | BUILDING | 84 SF |
| TOTAL $=4,186 \mathrm{SF}$ | 215 | ADARR | BUILDING | 87 SF |
|  | 214 | ADARR | BUILDING | 87 SF |
|  | 122 | SPRINKLER | BUILDING | 100 SF |
|  | 207 | ELEV MACH | BUILDING | 105 SF |
|  | E1 | ELEV 1 | BUILDING | 109 SF |
|  | E2 | ELEV2 | BUILDING | 113 SF |
|  | 54.1 | STAIR 4 | BUILDING | 140 SF |
|  | S2.1 | STAIR 2 | BUILDING | 146 SF |
|  | 2.2 | STAIR 2 | BUILDING | 162 SF |
|  | 101 | VESTIBULE | BUILDING | 166 SF |
|  | 123 | CORRIDOR | BUILDING | 175 SF |
|  | S3.1 | STAIR 3 | BUILDING | 179 SF |
|  | 4.2 | STAIR 4 | BUILDING | 194 SF |
|  | 1.2 | STAIR 1 | BUILDING | 214 SF |
|  | 121 | ELEC ROOM | BUILDING | 261 SF |
|  | 3.2 | STAIR 3 | BUILDING | 351 SF |
|  | 202 | SHARED RESTROOMS | BUILDING | 392 SF |
|  | 104 | SHARED RESTROOMS | BUILDING | 408 SF |
|  | 102 | SHARED BUILDING LOBBY | BUILDING | 554 SF |
| BLUE = EVENT PARTNER IS $\qquad$ PRIMARY OPERATOR | EVENTS |  |  |  |
|  | 212 | AV | EVENTS | 36 SF |
|  | 204 | STORAGE | EVENTS | 49 SF |
|  | 136 | RECEPTION | EVENTS | 105 SF |
| TOTAL $=4,926 \mathrm{SF}$ | 110 | OFFICE | EVENTS | 132 SF |
|  | 231 | CORRIDOR | EVENTS | 217 SF |
|  | 109 | PARTNER OFFICE | EVENTS | 246 SF |
|  | 213 | STAGING KITCHEN | EVENTS | 810 SF |
|  | 211 | EVENT STOR | EVENTS | 835 SF |
|  | 139 | LARGE EVENT SPACE | EVENTS | 1,019 SF |
|  | 205 | CORRIDOR | EVENTS | 1,475 SF |



Kitsap Regional Library

Contract No. 048-14

1301 Sylvan Way
Bremerton, WA 98310
(360) 405-9158

## CITY OF PORT ORCHARD MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is entered into as of May 12, 2014 by and between the Kitsap County Rural Library District d/b/a Kitsap Regional Library ("Library District") and the City of Port Orchard ("City"). Library District and City are collectively referred to as the "Parties" and individually as a "Party".

## RECITALS

A. As owners of the building located at 87 Sidney Avenue, Port Orchard, Washington (the "Library Facility"), City has a need for library services that can be provided by the Library District.
B. Library District is able to supply staffing, technology, materials, programming and associated personnel and administrative support to provide library service.
C. City recognizes that it will benefit from such services as the Library District can provide, and Library District recognizes that it will benefit from providing the service.
D. The Parties now desire to enter into this Agreement under the terms and conditions set forth herein.

## AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. City agrees to make the Library Facility available to the Library District, which Library District shall use as a branch library, without rental expense to the Library District.
2. City agrees to provide utility services at its own expense, including but not limited to: heating, air conditioning, electricity, potable water, sewer, solid waste, and shall further provide all necessary services for structural maintenance of the Library Facility, including but not limited to building maintenance and capital facility needs. Library District will

[^2]provide janitorial service and supplies. Parties agree that minor maintenance requests shall be first evaluated by Library District Facilities staff, and where feasible resolved by the District. Substantial building repair requests shall be submitted to the City Public Works Director, or their designee, by Library District's facility staff. The scope of repairs shall be at the sole determination of the City.
3. The City shall provide low maintenance xeriscape landscaping on City owned Library area property. In concurrence with the City, the District may enter into an agreement(s) with third Party(s) to provide landscape, maintenance, and irrigation system services, which expense shall be at the sole cost to the District.
4. Library District agrees to provide library services in the Library Facility, including, but not limited to, books and materials, programming, staffing, technology, telephone and data connection costs. Library District will notify City in advance of any changes in hours.
5. All furnishings, including without limitation the library collection, removable fixtures, including without limitation shelving and other trade fixtures, and equipment (collectively, the "Library District Furnishings"), are or will become property of Library District. Permanently mounted fixtures will remain part of the building and therefore owned by the City.
6. Library Facility Capital Improvement requests shall be submitted no later than August 31 for inclusion in the City's Preliminary Budget process. Changes to the structure of the Library Facility will be negotiated and done in partnership so as not to impede or disrupt library service to the public as much as possible.
7. City shall maintain at all times, at its sole expense and in such amounts as it shall determine to be adequate, fire and extended coverage insurance for the Library Facility. Library District shall maintain at all times, at its sole expense and in such amounts as it shall determine to be adequate, fire and extended coverage insurance for the Library District Furnishings. City and Library District shall each maintain at its sole expense, a policy or policies of comprehensive general liability insurance against loss suffered or alleged to be suffered by any person or persons or to any property, on or about the Library Facility or resulting from the operation thereof by the respective parties in accordance with this Agreement, such insurance to afford protection in the amounts of not less than $\$ 1,000,000$ single limit/\$2,000,000 aggregate. City and Library District each shall be listed as an additional insured on the other's policy or policies providing such comprehensive liability coverage, and each shall obtain the agreement of its insurer to provide notice to the other of any expiration or cancellation of coverage at least 10 days prior to such expiration or cancellation.
8. City Indemnity of Library District. To the extent permitted by law, City shall indemnify and hold harmless Library District and its officers, directors, trustees, agents and employees from any and all demands, claims, causes of action, losses, damages, liabilities, obligations, remedies, penalties, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of, pertaining to, or in connection with (i) any acts or omissions of City, its successors, assigns or agents, subsequent to the date of this Agreement with respect to or in relation to the Library Facility or any of the improvements, equipment or furnishings therein or any of the services provided pursuant to this Agreement, and (ii) a breach of any representation or warranty made herein.
9. Library District Indemnity of City. To the extent permitted by law, Library District shall indemnify and hold harmless City and its officers, directors, trustees, agents and employees from any and all demands, claims, causes of action, losses, damages, liabilities, obligations, remedies, penalties, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of, pertaining to, or in connection with (i) any acts or omissions of Library District, its successors, assigns or agents, subsequent to the date of this Agreement with respect to or in relation to the Library Facility or any of the improvements, equipment or furnishings therein or any of the services provided pursuant to this Agreement, and (ii) a breach of any representation or warranty made herein.
10. Authority. The Parties each represent and warrant that they and/or their undersigned agents have full power and authority to enter into and to execute this Agreement, and that the execution, delivery and performance by the Parties of this Agreement and the related documents is not in conflict with any law, rule, regulation, writ, judgment, injunction, decree or award, or with the provisions of any agreement to which the Parties or any of them may be bound, including, without limitation, their articles of incorporation or bylaws.
11. Effective Date. This Agreement shall become effective when, and only when, it has been duly executed by both of the Parties. This Agreement shall be in effect for one year from the date written above. This Agreement shall renew annually upon written consent by the Parties.
12. Termination. This Agreement may be terminated for cause by either Party on 30-days written notice. This Agreement may be terminated without cause by either Party on 60days written notice prior to the end of the first year, or any subsequent annual renewal of this Agreement.
13. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, trustees, receivers, personal representatives, legatees and devisees of the Parties. Except as set forth herein, no person, organization or
association other than Library District and City shall have any rights or claims under this Agreement.
14. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings related to the subject matter hereof.
15. Counsel's Advice. The Parties represent that they have reviewed the terms of this Agreement with their attorney, that they are authorized to enter into this Agreement, and the Agreement is executed freely and voluntarily as of the date hereof.
16. Further Assurances. The Parties will use all reasonable efforts to execute such documents and to take such other actions as may be reasonably necessary to consummate and give effect to the terms of this Agreement.
17. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The Kitsap County Superior Court shall have jurisdiction and venue of any action or proceeding arising out of or related to the negotiation, execution, performance, breach or the enforcement of this Agreement.
18. Attorney's Fees to Prevailing Party. In the event of any litigation in connection with this Agreement, the prevailing Party shall be entitled to recover its attorney's fees and other costs and expenses, including attorney's fees in both trial and appellate courts and in any bankruptcy proceeding.
19. Counterpart Signatures. This Agreement may be executed in several counterparts, which when taken together shall constitute one original Agreement. A facsimile signature shall be deemed an original signature for all purposes.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.
(The remainder of this page left intentionally blank. Signature page to follow.)

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KITSAP COUNTY RURAL LIBRARY DISTRICT (da KITSAP REGIONAL LIBRARY)


Dan Gottlieb, President
Board of Trustees


Jill Jean, Library Director
1301 Sylvan Way
Bremerton, WA 98310

CITY OF PORT ORCHARD


Tim Bathes, Mayor


Approved as to form:


City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

## Agenda Staff Report

Agenda Item No.: Business Item 7B
Subject: Adoption of a Resolution Fixing the Date of a
Public Hearing on a Petition to Vacate City
Right of Way, a Portion of an Alley off of
Taylor St and a Portion of Austin Ave Between
Taylor St and Smith St; Portion of Sweany St
off of Sidney Ave and Most of the Alley
Between Taylor St and Division St; and Portion
of an Alley off of Cline St Between Sweany St
and Taylor St

Meeting Date: July 25, 2023
Prepared by: Brandy Wallace
City Clerk
Atty Routing No.:
N/A
Atty Review Date:
N/A three areas being requested to be vacated. They are as follows:

1) a Portion of an Alley off of Taylor Street and a Portion of Austin Avenue between Taylor Street and Smith Street;
a. approximately 9,974 square feet
2) Portion of Sweany Street off of Sidney Avenue and Most of the Alley Between Taylor Street and Division Street;
a. approximately 14,838 square feet
3) Portion of an Alley off of Cline Street Between Sweany Street and Taylor Street
a. Approximately 1,498 square feet

The right's of ways and alleys total approximately 26,310 square feet.

The Clerk received a complete application conforming with the requirements of Port Orchard Municipal Code chapter 12.08, including Section 12.08.010. The Public Works Director and Community Development Director support the vacation, as the City has no current or future plans to open them.

Chapter 35.79 RCW requires the City to adopt a resolution setting the date and time of a Public Hearing to hear and determine the petition to vacate the City's right-of-way. Staff is seeking direction from the Council as to when they want to hold a public hearing to vacate the proposed City right-of-way. The proposed Resolution would set the hearing in person and via Zoom for September 12, 2023, which is at least 20 days from the date of this Resolution if adopted tonight, July 25, 2023.

Upon adoption of this resolution, staff will post proper notices of the date and time of the hearing and provide notice to adjacent property owners.

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Business Item 7B
Page 2 of 2

Recommendation: Staff recommends the Council adopt a Resolution setting the date and time of hearing on the petition to vacate a portion of alleys and streets, as described above. The hearing is to be held on Tuesday, September 12, 2023, at the regular Council meeting held at 6:30 PM and directing the proper posting of notices of the hearing.

## Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt a Resolution setting a Public Hearing for September 12, 2023, at 6:30 PM, on a petition from Kitsap County to vacate a portion of alleys and streets as described.

Fiscal Impact: TBD. Upon approval of the public hearing, a property appraisal will be conducted.
Alternatives: Do not pass the Resolution and reject the Petition.
Attachments: Resolution and Street Vacation Petition with legal descriptions

RESOLUTION NO. $\qquad$


#### Abstract

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, FIXING THE DATE OF PUBLIC HEARING ON A PETITION TO VACATE CITY RIGHT OF WAY, A PORTION OF AN ALLEY OFF OF TAYLOR STREET AND A PORTION OF AUSTIN AVENUE BETWEEN TAYLOR STREET AND SMITH STREET; PORTION OF SWEANY STREET OFF OF SIDNEY AVENUE AND MOST OF THE ALLEY BETWEEN TAYLOR STREET AND DIVISION STREET; AND PORTION OF AN ALLEY OFF OF CLINE STREET BETWEEN SWEANY STREET AND TAYLOR STREET.


WHEREAS, the petitioner, Kitsap County owners of the adjacent properties, submitted a petition to vacate City rights-of-way (ROW); and

WHEREAS, the petition is to vacate unopened portions of allies and streets as described below:

1) a Portion of an Alley off of Taylor Street and a Portion of Austin Avenue between Taylor Street and Smith Street;
a. approximately 9,974 square feet
2) Portion of Sweany Street off of Sidney Avenue and Most of the Alley Between Taylor Street and Division Street;
a. approximately 14,838 square feet
3) Portion of an Alley off of Cline Street Between Sweany Street and Taylor Street
a. Approximately 1,498 square feet

WHEREAS, the petitioner has submitted an application, copy attached hereto as Exhibit A and incorporated herein by this reference, which meets the requirements set out in Port Orchard Municipal Code (POMC) 12.08.010, and have paid the applicable fees required by the City; and

WHEREAS, the petitioner constitute the owners of more than two-thirds $(2 / 3)$ of the property abutting the area proposed for vacation pursuant to RCW 35.79.010; and

WHEREAS, the petitioners have requested that proceedings be had hereon for the vacation of said portion of the city right-of-way in the manner prescribed by RCW 35.79; and

WHEREAS, the total proposed area for vacation is approximately 26,310 square feet, legally described as follows and depicted in the survey contained in Exhibit B hereto:

PORTION OF AN ALLEY OFF OF TAYLOR STREET AND A PORTION OF AUSTIN AVENUE BETWEEN TAYLOR STREET AND SMITH STREET

THAT PORTION OF AUSTIN AVENUE (AUSTIN STREET ON FACE OF PLAT) LYING ADJACENT TO LOTS 1 THROUGH 5
$\qquad$

INCLUSIVE OF BLOCK 8, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WAS HINGTON;

TOGETHER WITH THAT PORTION OF ALLEY LYING ADJACENT TO LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK 8, SWEANY'S ADDITION 10 SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON.

## PORTION OF SWEANY STREET OFF OF SIDNEY AVENUE AND MOST OF THE ALLEY BETWEEN TAYLOR STREET AND DIVISION STREET

THAT PORTION OF SWEANY STREET LYING ADJACENT TO LOT 10, BLOCK 3 AND ADJACENT TO THE ALLEY IN BLOCK 3, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON;

TOGETHER WITH ALL THE ALLEY IN BLOCK 2 AND THE ALLEY ADJACENT TO LOTS 6 THROUGH 9 INCLUSIVE, BLOCK 3, SWEANY"s ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON.

## PORTION OF AN ALLEY OFF OF CLINE STREET BETWEEN SWEANY STREET AND TAYLOR STREET

THAT PORTION OF ALLEY LYING ADJACENT TO LOTS 1 THROUGH 3 INCLUSIVE OF BLOCK 4, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WA SHINGTON.

WHEREAS, the street vacation is requested to be part of the Kitsap County new Courthouse expansion and remodel project; now, therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

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

THAT: A Public Hearing upon said proposed street vacation shall be held in person and via the online platform Zoom on Tuesday, September 12, 2023, at 6:30 p.m., at which

# Back to Agenda 

Resolution No. $\qquad$
Page 3 of 3
hearing all persons interested in said street vacation are invited to appear in person or via the Zoom platform. Access information for Zoom shall be included in the notices required herein.

THAT: The City Clerk is directed to post notice of the petition in three of the most public places in the city and a like notice in a conspicuous place on the street and/or alley sought to be vacated, pursuant to RCW 35.79.020. The Clerk shall also post the notice on the City's website.

THAT: The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this $25^{\text {th }}$ day of July 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

City of Port Orchard
City Clerk's Office
216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029 • cityhall@cityofportorchar
www.cityofportorchard.us

# PETITION TO VACATE CITY RIGHT-OF-WAY APPLICATION 

(POMC 12.08 / Resolution No. 030-17)
This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.

Property Owner's Name(s): Kitsap County Courthouse

Mailing Address

| 614 Division Street, MS-4 | Port Orchard | WA | 98366 |
| :--- | :---: | :---: | :---: | :---: |
| Street | City | State | Zip |

Contact Information:
Karen Goon, County Administrator. 360-337-4403 kgoon@co.kitsasp.wa.us
Phone Email
\# 2 B . Austin Ave, between Taylor Street and Smith Street


\# Alley + street - Cline to Sidneyo Divisn totayor

1. The undersigned, owner of real property abutting upon that public street/alley described below, does hereby petition the City of Port Orchard to vacate said street/alley, described as follows (you may attach a separate sheet containing the legal description):

Legal description of the requested right-of-way prepared by a licensed surveyor:

See exhibit A \& B.
all situated in the City of Port Orchard, County of Kitsap, State of Washington; declares that this petition is supported by the signatures of the owners of more than two-thirds of the real property abutting the requested vacation area; and requests that said City Council by Resolution fix a time and place when this petition shall be heard and determined by that authority, which time shall not be more than sixty (60) days nor less than twenty (20) days after passage of such Resolution (RCW 35.79.010)
2. State the proposed use of the vacated right-of-way: $\qquad$
New surface parking lot to serve the new courthouse expansion and remodel.
$\qquad$
3. Provide a map of the proposed right-of-way area to be vacated with the following information:
a. Approximate width of the area to be vacated
b. Approximate length of the area to be vacated
c. Approximate total square footage of the area to be vacated

I/We declare under penalty of perjury under the laws of the State of Washington that the foregoing information and attached documentation is true and correct, and that I/We are the true and correct owners) of real property abutting the requested vacation of City right-of-way.


Signature of Applicant

Signature of Applicant


Date

When submitting this application, please make sure the following requirements are completed and documents are submitted:

- Support for Vacation of City Right-of-Way Petition forms) signed by the owners of real property abutting upon the part of the street or alley sought to be vacated (these owners must, along with the Petitioner, constitute the owners of at least two-thirds of the real property abutting such area);
- New legal description to include the requested right-of-way;
- Documentation supporting the fair market value of the street or alley sought to be vacated, if applicable;
- Documentation supporting the application of the Non-User Statute, if applicable;
- Dimensions of area proposed to be vacated;
- Map of the proposed right-of-way to be vacated outlined or highlighted;
- Application processing fee of $\$ 120$; and
- $\$ 500$ appraisal fee refundable deposit (Petitioner shall pay the actual cost of the appraisal, upon Council approval).


## FOR CITY CLERK'S OFFICE USE ONLY

\$120 Vacation Fee Received $\qquad$ Yes $\qquad$ No Receipt No.: $\qquad$
\$500 Vacation Appraisal Fee (Refundable Deposit) Received $\qquad$ Yes $\qquad$ No Receipt No.: $\qquad$
Support for Vacation Petition By Abutting Property Owners forms) Received $\qquad$ Yes $\qquad$ No

Public Hearing Date: $\qquad$

Notices Posted by: $\qquad$ Date of Noticing: $\qquad$
Approved by the City Council $\qquad$ Yes $\qquad$ No

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## EXHIBIT A

## VACATION DESCRIPTION

THAT PORTION OF AUSTIN AVENUE (AUSTIN STREET ON FACE OF PLAT) LYING ADJACENT TO LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK 8, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF ALLEY LYING ADJACENT TO LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK 8, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON.



PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360.688.1949

EXHIBIT A
KITSAP COURTHOUSE
DATE: 4/04/2022
SCALE: $1^{\prime \prime}=80^{\prime}$
M2C PROJECT NO.: 22-103 SHEET NO. 1 OF 2

## Back to Agenda

EXHIBIT A


## Back to Agenda

## EXHIBIT B-1

## VACATION DESCRIPTION

THAT PORTION OF SWEANY STREET LYING ADJACENT TO LOT 10 , BLOCK 3 AND ADJACENT TO THE ALLEY IN BLOCK 3, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON;

TOGETHER WITH ALL THE ALLEY IN BLOCK 2 AND THE ALLEY ADJACENT TO LOTS 6 THROUGH 9 INCLUSIVE, BLOCK 3, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON.



PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360.688.1949

EXHIBIT A
KITSAP COURTHOUSE
DATE: $4 / 04 / 2022$
SCALE: N/A
M2C PROJECT NO.: 22-103
SHEET NO. 1 OF 2

## Back to Agenda

EXHIBIT B-1


## Back to Agenda

## EXHIBIT B-2

## VACATION DESCRIPTION

THAT PORTION OF ALLEY LYING ADJACENT TO LOTS 1 THROUGH 3 INCLUSIVE OF BLOCK 4, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON.



PROFESSIONAL LAND SURVEYORS 2320 MOTTMAN RD SW, STE 106

TUMWATER, WA 98512
360-688-1949

EXHIBIT A
KITSAP COURTHOUSE
DATE: $4 / 18 / 2022$
SCALE: $1^{\prime \prime}=80^{\prime}$
M2C PROJECT NO.: 22-103
SHEET NO. 1 OF 2

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EXHIBIT B-2



City of Port Orchard<br>City Clerk's Office<br>216 Prospect Street, Port Orchard, WA 98366<br>(360) 876-4407 • FAX (360) 895-9029 • cityhall@cityofportorchard.us www.cityofportorchard.us

## SUPPORT FOR VACATION OF RIGHT-OF-WAY PETITION BY ABUTTING PROPERTY OWNERS

This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.
Property Owner Seeking Vacation (Petitioner):
Kitsap County Courthouse
First and Last Name

Contact Information:
Karen Goon, County Administrator. 360-337-4403 kgoon@co.kitsasp.wa.us
Contact information $\qquad$ Email
Street or Nearest Cross Street of Requested Vacation: Austin Ave, between Taylor Street and Smith Stree
Parcel Number of Requested Vacation:

> See Exhibit C, D \& E

Signatures of owners of real property abutting requested vacation of right-of-way area (Note: all persons who have an ownership interest must sign this document. This includes co-owner(s) and/or spouses, or corporate officers authorized by the corporation.

By signing, I/We declare under penalty of perjury under the laws of the State of Washington that:

- I/We are the true and correct owner(s) of real property abutting the street or alley sought to be vacated.
- I/We understand that I/We may see an increase on my/our tax assessment if this vacation of right-of-way petition is approved.
- I/We understand $I /$ We may be required to pay for a portion of the vacated right-of-way.


## Karen Goon

First and Last Name (Printed) of Property Owner/Corporate Officer Managing Member No. 1

Kitsap County Courthouse
Name of Corporation (if applicable)


First and Last Name (Printed) of Property Owner/Corporate Officer
Name of Corporation (if applicable) Managing Member No. 2

| (Signature and/or Title) |  |  |  |
| :---: | :---: | :---: | :---: |
| See Exhibit C, D | See Exhibit C, D |  |  |
| Property Address | Tax Parcel Number |  |  |
| Mailing Address: 614 Division Street, MS-4 | Port Orchard | WA | 98366 |
| Street | City | State | Zip |
| Contact Information: 360-337-4403 | kgoon@oo.kitsasp.wa.us |  | KITSAP. 60V |
| Phone | Email |  |  |



Kitsap County
Courthouse
Exhibit D


## PROPOSITION: Part 1



1. Vacate alleys on county owned properties highlighted in blue.
2. Vacate Sweany St. County will reconfigure to provide a new private access drive to align with Ada St.

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## Kitsap County Courthouse <br> Exhibit D



## PROPOSITION: Parł 2



1. Vacate Northern half of Austin Block and alley between Taylor St. and Smith St. highlighted in green.
BUS ROUTE (4) (5) (PC)= PURDY CONNECTION
BUS STOP

| MAIN ACCESS ROAD |
| :--- |
| MINOR ARTERIALC. FOOT FERRY TRAFFIC) |
| ALL OTHER = LOCAL ACCESS ROAD |

$\ldots$ CIRCULATION PATH FROM COURTHOUSE TO
JAIL RECEPTION
WUILDING CANOPY LOCATION




KITSAP COUNTY COURTHOUSE 614 DIVISION ST I PORT ORCHARD. WA


## Agenda Staff Report

| Agenda Item No.: | Business Item 7C | Meeting Date: | July 25, 2023 |
| :---: | :---: | :---: | :---: |
| Subject: | Adoption of a Resolution Approving an | Prepared by: | Charlotte Archer |
|  | Interlocal Agreement with Salish Behavior |  | City Attorney |
|  | Health Administrative Services for | Atty Routing No: | 366922-0005 - Clerk |
|  | Coordinated use of Funds from Settlement | Atty Review Date: | N/A |
|  | of Opiate Litigation |  |  |

Summary: In 2022, the City Council authorized the City's participation the settlement of the multi-district litigation matters brought against opioid pharmaceutical supply chain participants. As a result of the City's participation, the City is entitled to payment of an amount yet to be determined (approximately \$ $\$ 184,485.60$ ) over the next seven (7) years.

The settlement was a result of lawsuits filed by a consortium of public agencies across the United States against the manufacturers and distributors of prescription opioids. These plaintiffs alleged 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. All litigation was consolidated by order of the Court into a class action; all cities in Washington with a population of over 10,000 were participating members of the class action. The settlement at issue pertains to the resolution as to claims asserted against manufacturer Johnson \& Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors.

The settlement funds must be utilized for specific purposes outlined in the Settlement Agreement, including but not limited to efforts to support treatment of Opioid Use Disorder (OUD) and any cooccurring 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. The Settlement Agreement contemplates collaborative use of available funds and sets benchmarks for documented permitted uses and reporting requirements.

The City has identified Salish Behavioral Health Administrative Services Organization (SBH-ASO) as a potential partner for the use of the City's settlement funds for the intended purposes. SBH-ASO has proposed an Interlocal Agreement to outline the terms of the partnership whereby the City would tender its settlement funds to SBH-ASO to fund approved opioid remediation uses within the City, in accordance with the settlement terms. The SBH-ASO Executive Board will serve as the governing body of the Opioid Abatement Council (OAC) and will be responsible for implementation, subject to a $10 \%$ annual administrative fee.

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Business Item 7C
Page 2 of 2

Relationship to Comprehensive Plan: N/A
Recommendation: Staff recommends the Council authorize the Mayor to execute an Interlocal Agreement with Salish Behavioral Health Administrative Services Organization for use of the City's settlement proceeds from the opioid multi-district litigation.

Motion for Consideration: Adoption of a Resolution authorizing the Mayor to execute an Interlocal Agreement with Salish Behavioral Health Administrative Services Organization.

Fiscal Impact: A budget amendment will be required as a part of the mid-biennial review to expend the funds.

```
Alternative: N/A
Attachment: Resolution
    Interlocal Agreement
    Allocation Agreement / Settlement Materials
```

RESOLUTION NO. $\qquad$

## A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION TO ADMINISTER OPIOID SETTLEMENT FUNDS.

WHEREAS, in 2022, the City Council authorized the City's participation the settlement of the multi-district litigation matters brought against opioid pharmaceutical supply chain participants, and a result of the City's participation, the City is entitled to payment of approximately $\$ 184,485.60$ over the next seven (7) years; and

WHEREAS, the settlement funds are for opioid abatement, including opioid education, treatment and remediation of impacts that opioids have had in the Port Orchard community; and

WHEREAS, the City desires to contract with health and human services experts to utilize these funds in an efficient and effective way; and

WHEREAS, the Salish Behavioral Health Administrative Services Organization (SBH-ASO), a result of a partnership of Kitsap, Clallam, and Jefferson Counties formed under the state Community Mental Health Act, RCW 71.24, to establish, and operate a comprehensive community mental health system within the three-county area, administered by the Kitsap County Department of Human Services, has proposed a cooperative arrangement by which SBH-ASO provides qualifying services within the City through the use of the City's settlement funds; and

WHEREAS, the City Council finds that a partnership with SBH-ASO for these purposes is in the best interest of the City and the health and public safety of its residents; now, therefore;

## THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

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

THAT: The Mayor is authorized to execute an Interlocal Agreement similar to the form attached hereto as Exhibit A, in a form acceptable to the City Attorney.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this $25^{\text {th }}$ day of July 2023.

[^3]ATTEST:

[^4]
# INTERLOCAL AGREEMENT BETWEEN <br> CITY OF PORT ORCHARD <br> AND 

SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION

This Agreement is made between the City of Port Orchard ("City"), on the one hand, and Salish Behavioral Health Administrative Services Organization ("SBH-ASO"), through Kitsap County, its administrative entity, on the other, (collectively "Parties") for the purpose of administering monetary amounts allocated to the City resulting from settlements with and/or litigation against opioid pharmaceutical supply chain participants. The Parties to this Agreement mutually agree to the terms contained herein.

## RECITALS

A. The City is a Participating Local Government to the One Washington Memorandum of Understanding Between Washington Municipalities (One WA MOU), a copy of which is attached hereto as Attachment A and fully incorporated herein.
B. The City is also a Participant to the Allocation Agreement Covering the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State, a copy of which is attached hereto as Attachment B and fully incorporated herein (Allocation Agreement).
C. The City anticipates receipt of other funds resulting from settlements with and/or litigation against opioid pharmaceutical supply chain participants.
D. Funds allocated to the City pursuant to the One WA MOU, the Allocation Agreement, and from other settlements with and/or litigation against opioid pharmaceutical supply chain participants shall be collectively referred to herein as "Opioid Funds."
E. The SBH-ASO administers behavioral health services and programs pursuant to chapters 71.24 and 71.05 RCW within the Olympic Community of Health Region regional service area established under RCW 74.09.870.
F. The City seeks to designate SBH-ASO as the Opioid Abatement Council pursuant to Section C.4.h of the One WA MOU and pursuant to Section 15 of the Allocation Agreement for the purposes of receiving, managing, distributing, and administering Opioid Funds allocated to the City consistent with the Approved Purposes set forth in the One WA MOU and consistent with the purposes set forth in Section 8 of the Allocation Agreement.
G. This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.
H. This Agreement does not contemplate a joint budget.
I. This Agreement does not contemplate the joint acquisition of property by the
parties. At termination, each party will remain the sole owner of its own property.

## AGREEMENT

1. The foregoing Recitals A through I are true and correct and are incorporated herein by reference as if fully set forth herein.
2. The City hereby designates SBH-ASO as the Opioid Abatement Council pursuant to Section C.4.h of the One WA MOU and pursuant to Section 15 of the Allocation Agreement to oversee allocation, distribution, expenditures, and dispute resolution of Opioid Funds allocated to the City consistent with the Approved Purposes set forth in the One WA MOU and Allocation Agreement and consistent with the purposes set forth in Section 8 of the Allocation Agreement (collectively "Approved Purposes").
3. The City shall pay over to SBH-ASO those Opioid Funds distributed to the City or authorize that Opioid Funds allocated to the City be paid over directly to SBH-ASO.
4. SBH-ASO shall maintain Opioid Funds in a separate fund and Opioid Funds shall not be comingled with other funds received by SBH-ASO from HCA or other sources.
5. Ten percent ( $10 \%$ ) of Opioid Funds received by SBH-ASO will be reserved, on an annual basis, for administrative costs related to managing, distributing, and administering Opioid Funds consistent with Approved Purposes. SBH-ASO will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Approved Purposes.
6. Opioid Funds will be subject to mechanisms for auditing and reporting to provide public accountability and transparency. All records related to the receipt and expenditure of Opioid Funds shall be maintained for no less than five (5) years and such records shall be available for review by the Parties to this Agreement, government oversight authorities, and the public. Each party shall be responsible for its own compliance with the Washington Public Records Act, chapter 42.56 RCW (as may be amended). This Agreement, once executed, will be a "public record" subject to production to a third party if it is requested under the chapter 42.56 RCW.
7. SBH-ASO will be responsible for the following actions with respect to Opioid Funds:
a. Overseeing distribution of Opioid Funds to programs and services within the City for Approved Purposes.
b. Preparing annual expenditure reports for compliance with Approved Purposes.
c. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions, and expenditures by SBH-ASO.
d. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data for expenditures of Opioid Funds by SBH-ASO, which it shall update at least annually.
e. If necessary, require and collect additional outcome-related data to evaluate the use of Opioid Funds.
f. Hearing complaints by the City regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.
8. If any Party to this Agreement believes another Party violated the terms of this Agreement, the WA One MOU, and/or the Allocation Agreement, the aggrieved Party may seek judicial enforcement of the terms of this Agreement, the WA One MOU, and/or the Allocation Agreement. The Parties hereby stipulate that venue of any action shall be Thurston County Superior Court in accordance with RCW 4.12.080. Prior to filing any such action, the alleging Party shall first provide the alleged offending Party notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Party or alleged offending Party may be represented by their respective public entity in accordance with Washington law.
9. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this Agreement that violates any Washington law. In such an action, the alleged offending Party may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Party may seek outside representation to defend itself against such an action.
10. This Agreement is subject to the terms and conditions of the interlocal agreement establishing the SBH-ASO (KC-279-19, as it may be amended or superseded from time to time), except that in the event of an inconsistency between this Agreement and the interlocal agreement establishing the SBH-ASO, unless otherwise provided, the inconsistency is resolved by giving precedence in the following order:
a. Applicable Federal and Washington State Statutes and Regulations.
b. All terms and conditions in this Agreement, including the One WA MOU and the Allocation Agreement.
c. The interlocal agreement establishing the SBH-ASO (KC-279-19, as it may be amended or superseded from time to time).
d. Any other material incorporated herein by written reference.
11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original
form or is not an original.
12. This Agreement shall take effect upon the date of its full execution and shall expire on the date that the Interlocal Agreement establishing the SBH-ASO expires (designated as Kitsap County contract number KC-279-19, as it may be amended or superseded from time to time).
13. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute this Agreement.
14. Once fully executed, this Agreement shall be filed by SBH-ASO, through Kitsap County, with the Kitsap County Auditor. The City shall list the Agreement on the City's website.
15. The parties shall keep and maintain all records required by law in connection with the performance of this Agreement.
16. The parties signed this Agreement in the State of Washington. The laws of the United States and the State of Washington govern this Agreement, as if applied to transactions agreed upon and to be performed wholly within the State of Washington. No Party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.
17. This agreement may be amended to address distribution of additional funds received from settlements with and/or litigation against opioid pharmaceutical supply chain participants. Any amendment must be in writing and must be signed by each party.
18. The parties may withdraw from this Agreement and terminate participation under this Agreement at any time, subject to the survival of any duty, obligation, or liability it incurred prior to the effective date of termination, and provided that (a) the terminating party provides written notification to the other party of the terminating party's intention to withdraw at least 60 days prior to the proposed effective date of such termination.
19. Any notices required to be given shall be in writing and delivered to the following parties at the following addresses:

Port Orchard Mayor
216 Prospect Street
Port Orchard, WA 98366

SBH-ASO
Director, Kitsap County Department of Human
Services as Administrator of SBH-ASO
614 Division Street, MS-23
Port Orchard, WA 98366
20. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Failure to insist upon strict compliance with any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of

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any other breach.

$$
\begin{aligned}
& \text { Approved this ___ day of ___ }, 2023 \\
& \text { CITY OF PORT ORCHARD }
\end{aligned}
$$

Robert Putaansuu, Mayor
Attest:

Brandy Wallace, MMC, City Clerk

Approved this $\qquad$ day of $\qquad$ , 2023

## SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION

Mark Ozias, Chair

## 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 11of 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 decisionmaking related to opioid fund allocation will be based upon the nine (9) predefined 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 outcomerelated data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.
5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.
6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.
7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.
8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.
9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 et seq. Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 et seq.

## D. Payment of Counsel and Litigation Expenses

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

Government Fee Fund ("GFF") shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.
2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to $15 \%$ of the total cash value of the Opioid Funds.
3. The maximum percentage of any contingency fee agreement permitted for compensation shall be $15 \%$ of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.
4. Payments from the GFF shall be overseen by a committee (the "Opioid Fee and Expense Committee") consisting of one representative of the following law firms: (a) Keller Rohrback L.LP.; (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.

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This One Washington Memorandum of Understanding Between Washington Municipalities is signed this $\qquad$ day of , 2022 by:

## Name \& Title

$\qquad$
On behalf of $\qquad$

## 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 webbased 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, cousage, 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 coaddiction.
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 evidencebased, 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, cousage, 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 cooccurring 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 cooccurring 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, cousage, 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 dualdiagnosis 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-justiceinvolved 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, evidenceinformed, 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, parentteacher 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 cooccurring 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 cooccurring 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

|  | Local |  |
| :---: | :---: | :---: |
| County | Government | \% Allocation |

## Adams County

| Adams County | $0.1638732475 \%$ |
| :--- | :--- |
| Hatton |  |
| Lind |  |
| Othello |  |
| Ritzville |  |
| Washtucna |  |

## Asotin County

| Asotin County | $0.4694498386 \%$ |
| :--- | ---: |
| Asotin |  |
| Clarkston |  |

## Benton County

| Benton County | $1.4848831892 \%$ |
| :--- | :--- |
| Benton City |  |
| Kennewick | $0.5415650564 \%$ |
| Prosser | $0.4756779517 \%$ |
| Richland | $0.0459360490 \%$ |
| West Richland | $2.5480622463 \%$ |

Chelan County

| Chelan County | $0.7434914485 \%$ |
| :--- | :--- |
| Cashmere |  |
| Chelan |  |
| Entiat |  |
| Leavenworth | $0.2968333494 \%$ |
| Wenatchee |  |

Clallam County

| Clallam County | $1.3076983401 \%$ |
| :--- | ---: |
| Forks |  |
| Port Angeles | $0.4598370527 \%$ |
| Sequim |  |
| County Total: |  |

## EXHIBIT B

| County | Local <br> Government |
| :---: | :---: |
| Clark County |  | \% Allocation | Clark County |
| :--- |
| Battle Ground $4.5149775326 \%$ <br> Camas $0.1384729857 \%$ <br> La Center $0.2691592724 \%$ <br> Ridgefield  <br> Vancouver $1.7306605325 \%$ <br> Washougal $0.1279328220 \%$ <br> Yoodland***  <br> Yacolt $6.7812031452 \%$ |

## Columbia County

| Columbia County | $0.0561699537 \%$ |
| :--- | :--- |
| Dayton |  |

Dayton
Starbuck

$$
\text { County Total: } 0.0561699537 \%
$$

## Cowlitz County

| Cowlitz County | $1.7226945990 \%$ |
| :--- | :--- |
| Castle Rock |  |
| Kalama | $0.1331145270 \%$ |
| Kelso | $0.6162736905 \%$ |
| Longview |  |
| Woodland*** County Total: |  |

Douglas County

| Douglas County | $0.3932175175 \%$ |
| :--- | :--- |
| Bridgeport |  |
| Coulee Dam*** |  |
| East Wenatchee | $0.0799810865 \%$ |
| Mansfield |  |
| Rock Island |  |
| Waterville |  |

## Ferry County

| Ferry County | $0.1153487994 \%$ |
| :--- | ---: |
| Republic |  |
| County Total: | $0.1153487994 \%$ |

## EXHIBIT B

|  | Local |  |
| :---: | :---: | :---: |
| County | Government | \% Allocation |

## Franklin County

| Franklin County | $0.3361237144 \%$ |
| :--- | :--- |
| Connell |  |
| Kahlotus |  |
| Mesa | $0.4278056066 \%$ |
| Pasco | $0.7639293210 \%$ |

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 |  |
| Quincy |  |
| Royal City |  |
| Soap Lake |  |
| Warden |  |
| Wilson Creek |  |

County Total: $1.2010866076 \%$

## EXHIBIT B

|  | Local |
| :---: | :---: | :---: |
| Government | \% Allocation |

## Grays Harbor County

| Grays Harbor County | $0.9992429138 \%$ |
| :--- | :--- |
| Aberdeen | $0.2491525333 \%$ |
| Cosmopolis |  |
| Elma |  |
| Hoquiam |  |
| McCleary |  |
| Montesano |  |
| Oakville |  |
| Wean Shores |  |

## 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 |
| :---: | :---: | :---: |
| King County |  |  |
|  | 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

|  | Local |  |
| :---: | :---: | :---: |
| County | Government | \% Allocation |

## 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 | $0.0955824915 \%$ |
| Ellensburg |  |
| Kittitas |  |
| Roslyn |  |
| South Cle Elum |  |
| County Total: |  |

## Klickitat County

| Klickitat County | $0.2211673457 \%$ |
| :--- | ---: |
| Bingen |  |
| Goldendale |  |
| White Salmon |  |

## Lewis County

| Lewis County | $1.0777377479 \%$ |
| :--- | :--- |
| Centralia | $0.1909990353 \%$ |
| Chehalis |  |
| Morton |  |
| Mossyrock |  |
| Napavine |  |
| Pe Ell |  |
| Toledo |  |
| Vader |  |
| Winlock |  |

## EXHIBIT B

|  | Local |  |
| :---: | :---: | :---: |
| County | Government | \% Allocation |

## 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 | $0.6145043345 \%$ |
| Winthrop |  |

## Pacific County

| Pacific County | $0.4895416466 \%$ |
| :--- | :--- |
| Ilwaco |  |
| Long Beach |  |
| Raymond |  |
| South Bend |  |

## EXHIBIT B

|  | Local |  |
| :--- | :--- | :--- |
| County | Government | \% Allocation |

Pend Oreille County

| Pend Oreille County | $0.2566374940 \%$ |
| :--- | :--- |
| Cusick |  |
| lone |  |
| Metaline |  |
| Metaline Falls |  |
| Newport |  |

Pierce County

| Pierce County | $7.2310164020 \%$ |
| :--- | :--- |
| Auburn*** | $0.0628522112 \%$ |
| Bonney Lake | $0.1190773864 \%$ |
| Buckley |  |
| Carbonado | $0.0048016791 \%$ |
| DuPont | $0.0000000000 \%$ |
| Eatonville | $0.1955185481 \%$ |
| Edgewood | $0.0859963345 \%$ |
| Enumclaw*** | $0.5253640894 \%$ |
| Fife |  |
| Fircrest |  |
| Gig Harbor | $0.3845704814 \%$ |
| Lakewood |  |
| Milton*** |  |
| Orting | $0.1083157569 \%$ |
| Pacific*** | $3.2816374617 \%$ |
| Puyallup | $0.0353733363 \%$ |
| Roy |  |
| Ruston |  |
| South Prairie | $12.0345236870 \%$ |
| Steilacoom |  |
| Sumner |  |
| Tacoma |  |
| University Place | Wilkeson |

## San Juan County

| San Juan County | $0.2101495171 \%$ |
| :--- | ---: |
| Friday Harbor |  |
| County Total: | $0.2101495171 \%$ |

## EXHIBIT B

|  | Local |  |
| :---: | :---: | :---: |
| County | Government | \% Allocation |

## Skagit County

| Skagit County | $1.0526023961 \%$ |
| :--- | :--- |
| Anacortes | $0.1774962906 \%$ |
| Burlington | $0.1146861661 \%$ |
| Concrete |  |
| Hamilton |  |
| La Conner | $0.2801063665 \%$ |
| Lyman | $0.0661146351 \%$ |
| Mount Vernon | $1.6910058544 \%$ |
| Sedro-Woolley |  |

## Skamania County

| Skamania County | $0.1631931925 \%$ |
| :--- | ---: |
| North Bonneville |  |

Stevenson

$$
\text { County Total: } 0.1631931925 \%
$$

Snohomish County

| Snohomish County | $6.9054415622 \%$ |
| :--- | :--- |
| Arlington | $0.2620524080 \%$ |
| Bothell ${ }^{* * *}$ | $0.2654558588 \%$ |
| Brier |  |
| Darrington | $0.3058936009 \%$ |
| Edmonds | $1.9258363241 \%$ |
| Everett | $0.1385202891 \%$ |
| Gold Bar | $0.7704629214 \%$ |
| Granite Falls | $0.3945067827 \%$ |
| Index | $0.1227939546 \%$ |
| Lake Stevens | $0.1771621898 \%$ |
| Lynnwood | $0.2108935805 \%$ |
| Marysville | $0.2561790702 \%$ |
| Mill Creek | $0.0861097964 \%$ |
| Monroe |  |
| Mountlake Terrace |  |
| Mukilteo |  |
| Snohomish |  |
| Stanwood | $11.8213083387 \%$ |
| Sultan |  |
| Woodway | County Total: |

## EXHIBIT B

|  | Local |  |
| :---: | :---: | :---: |
| County | Government | \% Allocation |

## Spokane County

| Spokane County | $5.5623859292 \%$ |
| :--- | :--- |
| Airway Heights |  |
| Cheney | $0.1238454349 \%$ |
| Deer Park |  |
| Fairfield |  |
| Latah |  |
| Liberty Lake |  |
| Medical Lake |  |
| Millwood |  |
| Rockford | $3.0872078287 \%$ |
| Spangle | $0.0684217500 \%$ |
| Spokane |  |
| Spokane Valley | $8.8808245947 \%$ |
| Waverly |  |
| County Total: |  |

## Stevens County

| Stevens County | $0.7479240179 \%$ |
| :--- | :--- |
| Chewelah |  |
| Colville |  |
| Kettle Falls |  |
| Marcus |  |
| Northport |  |
| Springdale |  |

Thurston County

| Thurston County | $2.3258492094 \%$ |
| :--- | :--- |
| Bucoda |  |
| Lacey | $0.2348627221 \%$ |
| Olympia | $0.6039423385 \%$ |
| Rainier |  |
| Tenino | $0.2065982350 \%$ |
| Tumwater |  |
| Yelm | $3.372525050 \%$ |

County Total: $3.3712525050 \%$

Wahkiakum County
Wahkiakum County $0.0596582197 \%$
Cathlamet
County Total: $0.0596582197 \%$

## EXHIBIT B

|  | Local |  |
| :---: | :---: | :---: |
| County | Government | \% Allocation |

## Walla Walla County

| Walla Walla County | $0.5543870294 \%$ |
| :--- | :--- |
| College Place |  |
| Prescott |  |
| Waitsburg | $0.3140768654 \%$ |
| Walla Walla | $0.8684638948 \%$ |

Whatcom County

| Whatcom County | $1.3452637306 \%$ |
| :--- | :--- |
| Bellingham | $0.8978614577 \%$ |
| Blaine |  |
| Everson | $0.0646101891 \%$ |
| Ferndale | $0.0827115612 \%$ |
| Lynden |  |
| Nooksack |  |

Sumas
County Total: $2.3904469386 \%$

## Whitman County

| Whitman County | $0.2626805837 \%$ |
| :--- | :--- |
| Albion |  |
| Colfax |  |
| Colton |  |
| Endicott |  |
| Farmington |  |
| Garfield |  |
| LaCrosse |  |
| Lamont |  |
| Malden |  |
| Oakesdale |  |
| Palouse |  |
| Pullman |  |
| Rosalia |  |
| St. John | $0.2214837491 \%$ |
| Tekoa |  |
| Uniontown |  |

## EXHIBIT B

|  | Local |  |
| :---: | :---: | :---: |
| County | Government | \% Allocation |


| Yakima County | $1.9388392959 \%$ |
| :--- | :--- |
| Yakima County $0.0530606109 \%$ <br> Grandview  <br> Granger  <br> Harrah  <br> Mabton  <br> Moxee $0.1213478384 \%$ <br> Saches  <br> Sunnyside  <br> Tieton  <br> Toppenish  <br> Union Gap $2.6060410539 \%$ <br> Yapato  <br> Yakima  |  |

## EXHIBIT E

## List of Opioid Remediation Uses

## Schedule A <br> Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("Core Strategies"). ${ }^{14}$

## A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

## B. MEDICATION-ASSISTED TREATMENT ("MAT")

 DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.
[^5]
## C. PREGNANT \& POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with cooccurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

## D. EXPANDING TREATMENT FOR NEONATAL

 ABSTINENCE SYNDROME ("NAS")1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infantneed dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

## E. EXPANSION OF WARM HAND-OFF PROGRAMS AND

 RECOVERY SERVICES1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

## F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

## G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

## H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

## I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

## Schedule B Approved Uses

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

## PART ONE: TREATMENT

## A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("OUD") and any co-occurring Substance Use Disorder or Mental Health ("SUD/MH") conditions through evidence-based or evidenceinformed programs or strategies that may include, but are not limited to, those that: ${ }^{15}$

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("MAT") approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("ASAM") continuum of care for OUD and any cooccurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs ("OTPs") to assure evidencebased or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

[^6]8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("DATA 2000") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for MedicationAssisted Treatment.

## B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

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

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

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

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

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

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
2. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("PAART");
3. Active outreach strategies such as the Drug Abuse Response Team ("DART") model;
4. "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;
5. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("LEAD") model;
6. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
7. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
8. Support pre-trial services that connect individuals with OUD and any cooccurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
9. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
10. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any cooccurring SUD/MH conditions who are incarcerated in jail or prison.
11. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any cooccurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
12. Support critical time interventions ("CTF"), 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.
13. Provide training on best practices for addressing the needs of criminal justiceinvolved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

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

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (" $N A S$ "), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women-or women who could become pregnant-who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any cooccurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any cooccurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any cooccurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services-Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## PART TWO: PREVENTION

## F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

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

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:
6. Increase the number of prescribers using PDMPs;
7. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
8. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
9. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
10. Increasing electronic prescribing to prevent diversion or forgery.
11. Educating dispensers on appropriate opioid dispensing.

## G. PREVENT MISUSE OF OPIOIDS

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

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction-including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

## H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

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

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any cooccurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

> PART THREE: OTHER STRATEGIES

## I. FIRST RESPONDERS

In addition to items in section $\mathrm{C}, \mathrm{D}$ and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

## J. LEADERSHIP, PLANNING AND COORDINATION

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

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment
intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioidor health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

## K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any cooccurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

## L. RESEARCH

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

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("ADAM") system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

[^0]:    Brandy Wallace, MMC, City Clerk

[^1]:    Robert Putaansuu, Mayor

[^2]:    Bainbridge Island • Downtown Bremerton •Kingston • Little Boston • Manchester • Port Orchard

    - Poulsbo • Silverdale • Sylvan Way • Bookmobile • Outreach • www.krl.org

[^3]:    Robert Putaansuu, Mayor

[^4]:    Brandy Wallace, MMC, City Clerk

[^5]:    ${ }^{14}$ As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

[^6]:    ${ }^{15}$ As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

