INTERLOCAL AGREEMENT BETWEEN THE CITIES OF VANCOUVER, WASHOUGAL, AND CAMAS FORMING THE SOUTHWEST REGION OPIOID ABATEMENT COUNCIL

This Agreement is made and entered into among the City of Vancouver, a Washington municipal corporation ("Vancouver"), the City of Washougal, a Washington municipal corporation ("Washougal") and the City of Camas, a Washington municipal corporation ("Camas") for the purpose of establishing an Opioid Abatement Council (OAC) required by the "One Washington Memorandum of Understanding Between Washington Municipalities" (One WA MOU), attached hereto as Exhibit A and fully incorporated herein. Collectively, Vancouver, Washougal, and Camas are referred to as "Parties." as defined by the (collectively "Parties"). It is the Parties' intention that any other jurisdiction in the Southwest Allocation Region as defined in the One WA MOU may subsequently join this Agreement and the Southwest Region Opioid Abatement Council.

The Parties mutually agree to the terms contained herein.

RECITALS

A. Clark, Skamania, and Klickitat Counties are Participating Local Governments pursuant to the One Washington MOU, as are the following cities within Clark County: Vancouver, Camas, Washougal, Battle Ground. The foregoing political subdivisions and municipalities shall be collectively referred to as "Participating Local Governments" for purposes of this Agreement.

B. Each Participating Local Government also participates in the "Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State" (Allocation Agreement), attached hereto as Exhibit B and fully incorporated herein.

C. The Participating Local Governments further anticipate receipt of additional funds resulting from settlements with other opioid pharmaceutical supply chain participants. Funds allocated to all of the Participating Local Governments pursuant to the One WA MOU shall be collectively referred to herein as "Opioid Funds." This agreement will apply to all Opioid Funds received pursuant to the Allocation Agreement and as a result of future settlements as defined in the One WA MOU.

D. The Parties seek to designate special subcommittees of the Southwest Region OAC pursuant to Section C.4.h of the One WA MOU and pursuant to Section 15 of the Allocation Agreement for the purposes of overseeing the use of Opioid Funds allocated to the aforementioned Participating Local Governments enumerated above 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.

E. This Agreement is made to carry out the One WA MOU and related settlement documents.

F. This Agreement does not contemplate a joint budget.

G. 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 substantive provisions of this Agreement as if fully set forth herein.

2. The Parties, as Participating Local Governments, hereby designate special independent subcommittees of the Southwest Region OAC 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 aforementioned Participating Local Governments enumerated above consistent with the Approved Purposes set forth in the One WA MOU 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 Southwest Region OAC shall consist of independent subcommittees listed in Recital Paragraph A above, and each independent subcommittee shall have the authority and responsibilities as described herein.

4. It is anticipated that the Participating Local Governments enumerated in Paragraph A will directly receive the Opioid Funds and will maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the 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. If the Southwest Region OAC receives any of the Opioid Funds, it will immediately transfer those funds to the Participating Local Governments consistent with the Allocation Agreement and Allocation Agreement II.

5. If a participating city elects not to retain its settlement allocation, its allocation will be re-allocated to the county within which it is located absent separate agreement to the contrary. Upon receipt of the Opioid Funds, a city that elects to transfer those funds to its county may do so and the county will have full discretion over the use and distribution of those Opioid Funds, provided the funds are used solely for Approved Purposes.

6. Pursuant to section C.4.b of the One WA MOU, the independent subcommittees of the Southwest Region OAC will provide an annual budget and accounting for actual costs and will be reimbursed for those costs from the independent subcommittee's proportionate share of Opioid Funds, provided the reasonable administrative costs shall not exceed actual costs or 10%, whichever is less.

7. 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 Chapter 42.56 RCW.

8. Each Southwest Region OAC subcommittee will be responsible for the following actions with respect to Opioid Funds:

    a. Monitor distribution of Opioid Funds to programs and services within the Southwest Region OAC regional service area for Approved Purposes.

    b. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data for expenditures of Opioid Funds by the Participating Local Governments enumerated in Paragraph C, or delegating that action to another Participating Local Government, which it shall update at least annually. Each Southwest Region OAC subcommittee shall provide a link to the other subcommittees' dashboards or other repository.

    c. If necessary, require and collect additional outcome-related data to evaluate the use of Opioid Funds, and all Participating Local Governments enumerated in Paragraph C shall comply with such requirements. Prior to establishing these requirements, evaluation and reporting tools will be developed in partnership with Participating Local Governments enumerated in Paragraph C, unless already stipulated by the One WA MOU.

    d. Hearing complaints by Participating Local Governments enumerated in Paragraph C regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

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 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.

11. No changes or additions to this Agreement shall be valid or binding on any Party unless such changes or additions are in writing and executed by all Parties.

12. 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.

13. This Agreement shall become effective against any signatory at the earliest time at which at least two Parties have so executed it, and shall be effective against any subsequent signatory at time of execution. It is the intent of this paragraph that other entities within the Southwest Region as defined in the One WA MOU be able to join at later dates without delaying the creation of the Southwest Region OAC.

WHEREFORE, the undersigned Party representatives do hereby approve and adopt the Agreement Forming the Southwest Region Opioid Abatement Council as set forth herein.

APPROVED this _____ day of _____, 2024.

FOR CITY OF VANCOUVER:

Attest:

_____ _____

Eric Holmes, City Manager Natasha Ramras, City Clerk

Approved as to form:

_____

Jonathan J. Young, City Attorney

FOR CITY OF CAMAS:

Attest:

Steve Hogan, Mayor

Sydney Baker, City Clerk

Approved as to form:

Shawn MacPherson, City Attorney

FOR CITY OF WASHOUGAL:

Attest:

David Scott, City Manager

Daniel Layer, City Clerk

Approved as to form:

Robert Zeinemann, City Attorney

BY EXECUTION BELOW, ANY ADDITIONAL ENTITY IN THE SOUTHWEST REGION HEREBY JOINS THIS INTERLOCAL AGREEMENT SUBSEQUENT TO ITS EFFECTIVE DATE.

FOR CLARK COUNTY:

Attest:

Kathleen Otto, County Manager

Scott Weber, County Clerk

Approved as to form:

Tony Golik, Prosecuting Attorney
By: Amanda Migchelbrink, Chief Civil Deputy

FOR SKAMANIA COUNTY:

Attest:

Tom Lannen, Chair

Clerk of the Skamania County Board

Richard Mahar, County Commissioner

Asa Leckie, County Commissioner

Approved as to form:

Adam N. Kick, Prosecuting Attorney

FOR KLICKITAT COUNTY:

Attest:

Jacob L. Anderson, County Commissioner

Clerk of the Klickitat County Board

Lori Zoller, County Commissioner

Dan Christopher, County Commissioner

Approved as to form:

David R. Quesnel, Prosecuting Attorney

FOR CITY OF BATTLE GROUND:

Attest:

Kris Swanson, Interim City Manager

City Clerk

Approved as to form:

Kirk Ehlis, City Attorney