



## WENATCHEE CITY COUNCIL

Thursday, July 25, 2024

Wenatchee City Hall Council Chambers  
301 Yakima Street  
Wenatchee, WA 98801

### AGENDA

*"To create community through responsive leadership and services for the citizens and visitors of the Apple Capital of the World."*

#### 5:15 p.m. Regular Meeting

#### 1. Call to Order, Pledge of Allegiance, and Roll Call

#### 2. Citizen Requests/Comments

The "Citizen Comments" period is to provide the opportunity for members of the public to address the Council on any matter, including items on the agenda. Comments on public hearing items will be taken during the public hearing. The Mayor will ask if there are any citizens wishing to address the Council. When recognized, please step up to the microphone, give your name and mailing address, and state the matter of your interest. Citizen comments will be limited to three minutes.

#### 3. Consent Items

- *Motion to approve agenda, vouchers, and minutes from previous meetings.*

Vouchers:

Claim checks #301174 through #301309 in the amount of \$660,188.05 for July 11, 2024

Payroll distribution in the amount of \$461,585.00 for July 19, 2024

- *Motion for City Council to approve Resolution No. 2024-26, confirming the appointment of Stephen Roe to the Civil Service Commission.*
- *Motion for City Council to approve the Final Contract Vouchers with Allied Trenchless, Apollo, Inc., and Xylem Dewatering Solutions, Inc. for the Wastewater Treatment Plant Primary Effluent Line Emergency Repair Project, City Project 2324, and authorize the City Administrator's signature.*

#### 4. Presentations

- Purple Heart City Proclamation

#### 5. Action Items

- A. Proposed amendment of Section 2.10.020 of the Wenatchee City Code relating to the appointment and the removal from the Code Enforcement Board  
Presented by Community Development Director Glen DeVries  
**Action Requested:** *Motion for City Council to adopt Ordinance No. 2024-19, amending Section 2.10.020 of the Wenatchee City Code relating to the appointment to and the removal from the Code Enforcement Board.*

- B.** Easement for Underground Utilities with Public Utility District No. 1 of Chelan County  
Presented by Facilities Manager Elisa Schafer

**Action Requested:** *Motion for City Council to approve the underground utility easement and authorize the City Administrator to sign the agreement.*

- C.** Contract between Chelan County, Douglas County, Grant County, Okanogan County, the City of Wenatchee, the City of East Wenatchee, and the City of Moses Lake and Carelon Behavioral Health, Inc.

Presented by City Administrator Laura Gloria

**Action Requested:** *Motion for City Council to approve the Contract between Chelan County, Douglas County, Grant County, Okanogan County, the City of Wenatchee, the City of East Wenatchee, and the City of Moses Lake and Carelon Behavioral Health, Inc. and authorize the City Administrator's signature.*

## **6. Public Hearing Items**

The Mayor will call the Public Hearing to order and state the ground rules, the purpose of the hearing, the action that the hearing body may take on the matter, will address the appearance of fairness doctrine, and will state the manner in which the hearing will proceed. Staff will first give a report, followed by testimony of experts and/or the applicant, followed then by public testimony. All speakers must speak into the microphone and clearly state their names and addresses. All comments should be addressed to the hearing body, should be relevant to the application, and should not be of a personal nature. Public testimony may be limited to three minutes, unless further time is granted by the Mayor. If there are a large number of speakers, a representative may be appointed to speak on behalf of the group.

- D.** Confluence Parkway South, Project #2201.1 - Final Action on Ordinance No. 2024-09 authorizing the use of eminent domain affecting properties on North Miller Street and Hawley Street for completion of Confluence Parkway South Project

Presented by City Engineer Jake Lewing

**Action Requested:** *Motion for City Council to adopt Ordinance No. 2024-09, providing for the acquisition by eminent domain of property located near or adjacent to North Miller Street and Hawley Street, Wenatchee, Washington, for roadway improvements, providing for severability, and establishing an effective date.*

## **7. Reports**

- a. Mayor's Report
- b. Reports/New Business of Council Committees

## **8. Announcements**

## **9. Close of Meeting**



**DRAFT**

## WENATCHEE CITY COUNCIL

**Thursday, July 11, 2024**

Wenatchee City Hall Council Chambers

301 Yakima Street

Wenatchee, WA 98801

### MINUTES

*"To create community through responsive leadership and services for the citizens and visitors of the Apple Capital of the World."*

**Present:** Mayor Mike Poirier; Councilmember District 1 Jose Cuevas; Councilmember District 2 Chelsea Ewer; Councilmember District 3 Top Rojanasthien; Councilmember District 5 Charlie Atkinson; Councilmember At-Large "A" Linda Herald; Councilmember At-Large "B" Keith Huffaker

**Staff Present:** City Administrator Laura Gloria; City Attorney Danielle Marchant; City Clerk Tammy McCord; IT Support Zach Steele; Finance Director Brad Posenjak; Engineering Services Manager Ryan Harmon; IT Director Elizabeth Rossiter

#### **4:45 p.m. Executive Session**

Executive session to consider the minimum price at which real estate will be offered for sale when public knowledge regarding such consideration would cause a likelihood of decreased price. RCW 42.30.110(1)(c).

**Action Requested:** *Motion for City Council to meet in executive session for a time period not to exceed 20 minutes, with legal counsel present, to consider the minimum price at which real estate will be offered for sale when public knowledge regarding such consideration would cause a likelihood of decreased price. RCW 42.30.110(1)(c). The Council is not expected to take further action following the executive session.*

*Motion by Councilmember Keith Huffaker for City Council to meet in executive session for a time period not to exceed 20 minutes, with legal counsel present, to consider the minimum price at which real estate will be offered for sale when public knowledge regarding such consideration would cause a likelihood of decreased price. RCW 42.30.110(1)(c). The Council is not expected to take further action following the executive session. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).*

Council adjourned from executive session at 5:08 p.m.

## 5:15 p.m. Regular Meeting

**1. Call to Order, Pledge of Allegiance, and Roll Call.** The Mayor called the regular meeting to order at 5:15 p.m. The Mayor asked Brad Pieratt, Commander of the Wenatchee Valley Veterans of Foreign Wars, to lead the Pledge of Allegiance. Councilmember Travis Hornby was absent.

*Motion by Councilmember Keith Huffaker to excuse the absence of Councilmember Travis Hornby. Councilmember Charlie Atkinson seconded the motion. Motion carried (6-0).*

## 2. Citizen Requests/Comments

1. Charlie Hickenbottom, 127 South Franklin, Wenatchee, complemented the city for the new bridge extension being planned to connect East Wenatchee for pedestrians and bicycles. He also addressed his concern regarding the lack of planning for bicycle parking with the convention center remodel.
2. Mark Self, 246 North Delaware, Wenatchee, addressed the Council with his concerns regarding illegal activity at 304 North Delaware.
3. Jess McDonnell, 620 Third Street, Wenatchee, addressed the Council with her concerns regarding illegal activity at 304 North Delaware.
4. James McDonnell, 630 Third Street, Wenatchee, addressed the Council with his concerns regarding illegal activity at 304 North Delaware.
5. Vivian McDonnell, 630 Third Street, Wenatchee, addressed the Council with her concerns regarding illegal activity at 304 North Delaware.
6. Leah Laitala, 305 North Delaware, Wenatchee, addressed the Council with her concerns regarding illegal activity at 304 North Delaware.
7. Denise McBurnie, 930 Wheeler Hill Road, Wenatchee thanked Wenatchee Police Department and especially Detective Hewitt for the work they do. She also spoke about the drone search company that is raising funds to perform a search in the area for her missing son.

## 3. Consent Items

- Motion to approve agenda, vouchers, and minutes from previous meetings.

Vouchers:

Claim checks #300955 through #301050 in the amount of \$979,589.35 for June 20, 2024  
Wire #131 and checks #301051 through #301096 in the amount of \$271,311.16 for June 27, 2024  
Payroll distribution (retirees) in the amount of \$11,471.96 for June 28, 2024  
Benefits/deductions in the amount of \$1,372,652.16 for June 28, 2024  
Claim checks #301097 through #301173 in the amount of \$3,322,050.66 for July 5, 2024  
Payroll distribution in the amount of \$708,503.49 for July 5, 2024 for July 5, 2024  
Payroll distribution in the amount of \$12,504.29 for July 5, 2024

Motion by Councilmember Charlie Atkinson to approve agenda, vouchers, and minutes from previous meetings. Councilmember Top Rojanasthien seconded the motion. Motion carried (6-0).

#### 4. Presentations

- Parks & Recreation Month Proclamation read by Councilmember Charlie Atkinson and presented to City of Wenatchee Parks & Recreation Staff and Parks Board Member Lyle Markhart.

#### 5. Action Items

##### A. Chief of Police Confirmation and Swearing-In Ceremony

City Administrator Laura Gloria presented the staff report.

Motion by Councilmember Chelsea Ewer for City Council to approve Resolution No. 2024-25, confirming the mayoral appointment of Edgar Reinfeld to the office of Police Chief. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).

Mayor Mike Poirier then administered the Oath of Office to Police Chief Edgar A. Reinfeld, Jr.

##### B. Resolution No. 2024-24 Adopting a Social Media Policy

City Administrator Laura Gloria presented the staff report. Council asked questions.

Motion by Councilmember Top Rojanasthien for City Council to adopt Resolution No. 2024-24, adopting a citywide Social Media Policy. Councilmember Keith Huffaker seconded the motion. Motion carried (6-0).

##### C. Participation documents regarding the Kroger Co. Washington State-Wide Opioid Settlement

Finance Director Brad Posenjak presented the staff report. Council asked questions.

Motion by Councilmember Keith Huffaker for City Council to authorize the Finance Director to sign any documents approved by the City Attorney to effectuate the City's participation in the Kroger Co. Washington State-Wide Opioid Settlement Agreement. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

**D. City Project No. 2201.2 – South End Bike/Ped Access Bridges  
Interlocal Agreement with City of East Wenatchee**

Engineering Services Manager Ryan Harmon presented the staff report.

*Motion by Councilmember Charlie Atkinson for City Council to authorize the City Administrator to execute an Interlocal Agreement for construction and maintenance of a new shared-use path bridge with the City of East Wenatchee. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).*

**E. Multi-Year Microsoft Enterprise Software Agreement**

IT Director Elizabeth Rossiter presented the staff report. Council asked questions.

*Motion by Councilmember Linda Herald for the City Council to authorize the City Administrator to enter into a three-year Microsoft Enterprise Agreement, with a 2024 budget impact of \$118,632.04, including tax, and approve annual payments over the term. Councilmember Top Rojanasthien seconded the motion. Motion carried (6-0).*

**F. RiverCom Interlocal Agreement**

City Administrator Laura Gloria presented the staff report. The Mayor and Council commented and asked questions.

**Action Requested:** *Motion for the City Council to approve the RiverCom 2024 Amended and Restated Interlocal Cooperative Agreement.*

*No motion made. The motion dies for lack of a motion.*

**6. Reports**

**a. Mayor's Report.** The Mayor reported on the following:

- (1) An open house for the Confluence Parkway Project is scheduled for Monday, July 15 from 5pm to 7pm here at City Hall.
- (2) He attended the Chelan Douglas Transportation Council meeting today and they are working on projects to go to the legislature. The direction is that Confluence Parkway is the highest priority for our region.

**b. Reports/New Business of Council Committees**

Councilmember Keith Huffaker reported that Chelan County is within the boundaries of the new law for commercial businesses to begin food waste composting. The health district is leading the compliance efforts. The requirement begins in 2025.

Councilmember Charlie Atkinson attended a meeting with Bob Stoehr and Jeff Wilkens and discussed inclusion of bicycles in transportation planning and projects.

Councilmember Jose Cuevas said he threw the first pitch at last week's Apple Sox game. He is also setting up appointments with the Police Department and Public Works to get updates on projects.

Councilmember Top Rojanasthien said that the Chelan Douglas Community Action Council has now received their operating permit and has opened their food pantry.

Councilmember Linda Herald reported she will be absent from next week's Work Session meeting.

**7. Announcements.** None.

**8. Close of Meeting**

*Motion to adjourn by Councilmember Keith Huffaker. Councilmember Charlie Atkinson seconded the motion. Motion carried (6-0).*

With no further business, the meeting adjourned at 6:22 p.m.

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Mike Poirier, Mayor

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Tammy McCord, City Clerk

## RESOLUTION NO. 2024-26

**A RESOLUTION,** of the City of Wenatchee, Washington confirming the appointment of Stephen Roe to the Civil Service Commission.

**WHEREAS,** RCW 41.12.030 creates a Civil Service Commission in every city having full-time police officers, except for those cities specified in RCW 41.12.010; and

**WHEREAS,** Position 2 on the Civil Service Commission is vacant; and

**WHEREAS,** Stephen Roe has applied to fill the vacant position; and

**WHEREAS,** RCW 41.12.030 provides the qualifications to serve on the Civil Service Commission; and

**WHEREAS,** Stephen Roe qualifies to serve on the Civil Service Commission as he is a citizen of the United States, a resident of the City of Wenatchee for at least three (3) years immediately preceding the approval of this Resolution, and a registered voter of Chelan County, Washington; and

**WHEREAS,** Mayor Mike Poirier has appointed Stephen Roe to fill Position 2 on the Civil Service Commission to complete the unexpired term of that Position, subject to confirmation by the City Council.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, WASHINGTON, AS FOLLOWS:**

**Section 1. Appointment.** That the appointment of Stephen Roe as a Civil Service Commissioner, Position 2, for the City of Wenatchee shall be and hereby is confirmed with the term stated below:

<b><u>NAME and ADDRESS</u></b>	<b><u>TERM BEGINS</u></b>	<b><u>TERM EXPIRES</u></b>
Stephen Roe	Immediately	March 31, 2028



1111 Monroe St.  
Wenatchee, WA 98801

**Section 2.** Effective Date. This Resolution shall take effect upon adoption.

**ADOPTED** by the City Council of the City of Wenatchee, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF WENATCHEE,**  
a Municipal Corporation

By: \_\_\_\_\_  
MIKE POIRIER, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
DANIELLE R. MARCHANT, City Attorney



## CITY COUNCIL AGENDA REPORT

**TO:** Mike Poirier, Mayor  
City Council

**FROM:** Mike Hodgson, WWTP Supervisor  
Public Works Department

**MEETING DATE:** July 25, 2024

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- I. SUBJECT**  
City of Wenatchee Project No. 2324 WTP Primary Effluent Line Emergency, Final Acceptance
- II. ACTION REQUESTED**  
Staff recommends the City Council approve the Final Contract Vouchers with Apollo, Inc., Xylem and Allied Trenchless, Inc. and authorize the City Administrator's signature.
- III. OVERVIEW**  
The City of Wenatchee entered into a contract with Apollo, Inc., Xylem and Allied Trenchless Inc. November 2023 for the emergency repair for the 36" primary effluent line located at the Wastewater Treatment Plant.
- IV. FISCAL IMPACT**  
The final amount paid to Apollo, Inc. including sales tax is \$820,344.08.  
The final amount paid to Xylem including sales tax is \$126,702.80.  
The final amount paid to Allied Trenchless Inc. including sales tax is \$244,575.00.
- V. PROPOSED PROJECT SCHEDULE**  
The project was completed on March 7, 2024.
- VI. REFERENCE(S)**  
1. Final Contract Voucher Certificates
- VII. ADMINISTRATIVE ROUTING**  
Tammy McCord, City Clerk  
Laura Gloria, City Administrator  
Brad Posenjak, Finance Director  
Rob Jammerman, Public Works Director  
Jessica Shaw, Deputy Public Works Director – Utilities  
Nataliann Tutino, Sr. Financial Analyst



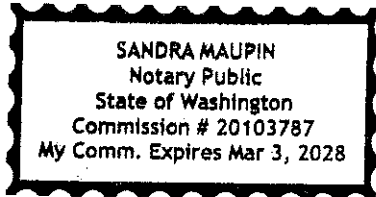
**City of Wenatchee  
Department of Public Works**

**Final Contract  
Voucher Certificate**

Contractor Allied Trenchless			
Street Address 2131 N. Wenatchee Ave.			
City Wenatchee	State WA	Zip 98801	Date July 25, 2024
City Project Number 2324	Federal-Aid Project Number N/A		Highway Number N/A
Job Title WWTP Primary Effluent Line Emergency			
Date Work Physically Completed March 7, 2024		Final Amount \$244,575.00 Including Sales Tax	

**Contractor's Certification**

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Wenatchee nor have I rented or purchased any equipment or materials from any employee of the City of Wenatchee; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Wenatchee for work performed and materials furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Wenatchee from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



*Rusty Mulanax*  
Contractor Authorized Signature Required  
Rusty Mulanax  
Type Signature Name

Subscribed and sworn to before me this 18<sup>th</sup> day of July 20 24

X Sandra Maupin Notary Public in and for the State of Washington,  
residing at 2131 N. Wenatchee Ave, Wenatchee, WA 98801

**City of Wenatchee**

City of Wenatchee hereby accepts the completed contract pursuant to Section 1-05.12 of the contract provisions.

X \_\_\_\_\_  
Mayor/or Designee Date of Acceptance



**City of Wenatchee  
Department of Public Works**

**Final Contract  
Voucher Certificate**

Contractor Apollo, Inc.			
Street Address 1133 W. Columbia Dr.			
City Kennewick	State WA	Zip 99338	Date July 25, 2024
City Project Number 2324	Federal-Aid Project Number N/A	Highway Number N/A	
Job Title WWTP Primary Effluent Line Emergency			
Date Work Physically Completed March 7, 2024		Final Amount \$820,344.08 Including Sales Tax	

**Contractor's Certification**

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Wenatchee nor have I rented or purchased any equipment or materials from any employee of the City of Wenatchee; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Wenatchee for work performed and materials furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Wenatchee from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



*Dan Sjule*  
Contractor Authorized Signature Required  
Dan Sjule  
Type Signature Name

Subscribed and sworn to before me this 18<sup>th</sup> day of July 20 24  
X *Danielle Warren* Notary Public in and for the State of Washington,  
residing at Benton Co.

**City of Wenatchee**

City of Wenatchee hereby accepts the completed contract pursuant to Section 1-05.12 of the contract provisions.

X \_\_\_\_\_ Date of Acceptance  
Mayor/or Designee

**Apple Capital of the World**



**City of Wenatchee  
Department of Public Works**

**Final Contract  
Voucher Certificate**

Contractor Xylem Dewatering Solutions, Inc.			
Street Address 26717 Network Place			
City Chicago	State IL	Zip 60673-1267	Date July 25, 2024
City Project Number 2324	Federal-Aid Project Number N/A	Highway Number N/A	
Job Title WWTP Primary Effluent Line Emergency			
Date Work Physically Completed March 7, 2024		Final Amount \$126,702.80 Including Sales Tax	

**Contractor's Certification**

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Wenatchee nor have I rented or purchased any equipment or materials from any employee of the City of Wenatchee; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Wenatchee for work performed and materials furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Wenatchee from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



*[Signature]*  
Contractor Authorized Signature Required

Todd Gunderson  
Type Signature Name

Subscribed and sworn to before me this 18 day of July 2024

X Paula A Ingram Notary Public in and for the State of Washington,  
residing at King County

**City of Wenatchee**

City of Wenatchee hereby accepts the completed contract pursuant to Section 1-05.12 of the contract provisions.

X \_\_\_\_\_ Date of Acceptance  
Mayor/or Designee

**Apple Capital of the World**

# PROCLAMATION

**WHEREAS**, our nation and its principles have been defended throughout history by brave and patriotic men and women who sacrificed their own well-being for the cause of freedom and democracy; and

**WHEREAS**, the Purple Heart is the oldest decoration in present use and was initially created as the Badge of Military merit by General George Washington in 1782; and

**WHEREAS**, in 1932, on the 200<sup>th</sup> anniversary of George Washington's birth, the Badge of Military Merit was renamed the Order of the Purple Heart; and

**WHEREAS**, the Purple Heart was the first American Service award of decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

**WHEREAS**, the 1991 Washington State Legislature passed Senate Bill 5718 recognizing the seventh day of August as a day to pay tribute to those who hold the distinction of having been awarded the Purple Heart; and

**WHEREAS**, the residents of Wenatchee have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

**WHEREAS**, the City of Wenatchee has always supported its Veteran population and pledges its ongoing commitment to and support for the men and women who so honorably serve our nation.

**NOW, THEREFORE**, I, Top Rojanasthien, Mayor Pro Tem of the City of Wenatchee, do hereby proclaim Wenatchee a Purple Heart City and recognize the 7<sup>th</sup> day of August as Purple Heart Recipient Recognition Day and encourage the citizens of Wenatchee to show their appreciation for the sacrifices the Purple Heart recipients have made in defending our freedoms, to acknowledge their courage, and to show them honor and support they have earned.

**DATED** at Wenatchee, Washington this 25<sup>th</sup> day of July, 2024.



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Top Rojanasthien, Mayor Pro Tem



## CITY COUNCIL AGENDA REPORT

**TO:** Mike Poirier, Mayor  
City Council

**FROM:** Glen A. DeVries, Community Development Director  
Community Development Department

**MEETING DATE:** July 25, 2024

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**I. SUBJECT**

Proposed amendment of Section 2.10.020 of the Wenatchee City Code relating to the appointment and the removal from the Code Enforcement Board.

**II. ACTION REQUESTED**

Motion for the City Council to amend WCC 2.10.020 to allow for up to two members of the Code Enforcement Board to be business owners in the City of Wenatchee that reside outside of Wenatchee City limits.

*I move that the City Council pass Ordinance No. 2024-19 amending WCC 2.10.020 to allow up to two members of the Code Enforcement Board to be business owners in the City of Wenatchee that reside outside of Wenatchee City limits.*

**III. OVERVIEW**

The City of Wenatchee Planning Commission and Historic Preservation Board have both allowed for a business owner who resides outside of the City of Wenatchee but who owns a business in the City of Wenatchee the opportunity to be appointed and serve on these two respective boards. This option has proved to be a beneficial tool in recruiting and not eliminating the potential for service of parties who have a vested interest in the positive development and sustainability of the City of Wenatchee.

The Community Development Department recommends that this same opportunity be provided for the City of Wenatchee Code Enforcement Board. This expansion can provide an additional useful tool to recruit interested parties to serve on this board.

**IV. FISCAL IMPACT**

There are no potential fiscal impacts.

**V. PROPOSED PROJECT SCHEDULE**

Staff would coordinate with the Wenatchee Chamber of Commerce and Downtown Association as a venue to attract potential candidates if this amendment is adopted, in addition to the ongoing recruitment efforts for the vacant code enforcement board position.

Agenda Report to Mayor and City Council

July 16, 2024

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**VI. REFERENCE(S)**

1. Draft Ordinance No. 2024-19.

**VII. ADMINISTRATIVE ROUTING**

Tammy McCord, City Clerk  
Laura Gloria, City Administrator  
Brad Posenjak, Finance Director



**ORDINANCE NO. 2024-19**

**AN ORDINANCE**, of the City of Wenatchee, Washington, amending Section 2.10.020 of the Wenatchee City Code relating to the appointment to and the removal from the Code Enforcement Board.

**WHEREAS**, pursuant to Section 2.10.010 of the Wenatchee City Code (“WCC”), the City created a Code Enforcement Board (“CEB”) to hear cases and appeals, and render decisions regarding civil violations of specified ordinances and WCC sections; and

**WHEREAS**, the CEB is to be composed of City residents as required by WCC 2.10.020; and

**WHEREAS**, the City has had difficulty in consistently locating individuals that reside within the City that are willing to serve on the CEB; and

**WHEREAS**, other boards or commissions created by the City allow business owners to serve, including the Planning Commission; and

**WHEREAS**, the Community Development Director, who advises the CEB, is recommending that WCC 2.10.020 be amended to allow for business owners to serve on the CEB, which will allow additional persons to qualify to serve on the CEB.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE DO ORDAIN** as follows:

**SECTION 1**

Section 2.10.020 of the Wenatchee City Code is hereby amended to read as follows:

2.10.020 Appointment to and removal from the code enforcement board.

- (1) Membership of the Wenatchee code enforcement board shall be as follows:
  - (a) The board shall consist of five voting members;
  - (b) All positions on the board shall be filled by persons appointed by the city council;
  - (c) At least two members of the board shall be residents of the city of Wenatchee, both at the time of their appointment and for the full term of their appointment. Up to two members may reside outside of the city so long as they are a majority interest owner of a business physically located within the city of Wenatchee both at the time of their appointment and for the full term of their appointment;
  - (d) Members of the board shall serve without compensation; and
  - (e) Code enforcement board members who are first appointed shall serve terms as designated in this subsection and thereafter members shall be appointed for a term of two years which shall commence on the first day of January of the year of the appointment. The term for the first appointed board members shall terminate as follows:

Position 1: to January 1, 2003;

Position 2: to January 1, 2003;

Position 3: to January 1, 2004;

Position 4: to January 1, 2004;

Position 5: to January 1, 2004.

- (2) The city council may remove by majority vote any person it appointed for lack of due diligence or for other good cause. Any vacancy created by removal from office, resignation, or change in residency to outside the city limits of Wenatchee, or for any other reason, shall be filled by the city council for that position for the remainder of that term.

## **SECTION 2**

If any section, subsection, sentence, clause or phrase of this Ordinance is

declared or judged by a court of competent jurisdiction to be invalid or unconstitutional, such adjudication shall in no manner affect the remaining portions of this Ordinance which shall be in full force and effect as if said section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part hereof.

**SECTION 3**

Upon approval of the City Attorney, the City Clerk and the Code Reviser are authorized to make necessary corrections to this Ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules or regulations; or ordinance numbering and section/subsection numbering.

**SECTION 4**

That this Ordinance shall take effect thirty days from and after publication as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE**, at a regular meeting thereof, this \_\_\_ day of \_\_\_\_, 2024.

CITY OF WENATCHEE, a municipal corporation

By: \_\_\_\_\_  
MIKE POIRIER, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
DANIELLE R. MARCHANT, City Attorney

2.10.020 Appointment to and removal from the code enforcement board.

(1) Membership of the Wenatchee code enforcement board shall be as follows:

(a) The board shall consist of five voting members;

(b) All positions on the board shall be filled by persons appointed by the city council;

(c) At least two members of the board shall be residents of the city of Wenatchee, both at the time of their appointment and for the full term of their appointment. Up to two members may reside outside of the city so long as they are a majority interest owner of a business physically located within the city of Wenatchee both at the time of their appointment and for the full term of their appointment;

(d) Members of the board shall serve without compensation; and

(e) Code enforcement board members who are first appointed shall serve terms as designated in this subsection and thereafter members shall be appointed for a term of two years which shall commence on the first day of January of the year of the appointment. The term for the first appointed board members shall terminate as follows:

Position 1: to January 1, 2003;

Position 2: to January 1, 2003;

Position 3: to January 1, 2004;

Position 4: to January 1, 2004;

Position 5: to January 1, 2004.

(2) The city council may remove by majority vote any person it appointed for lack of due diligence or for other good cause. Any vacancy created by removal from office, resignation, or change in residency to outside the city limits of Wenatchee, or for any other reason, shall be filled by the city council for that position for the remainder of that term.



## CITY COUNCIL AGENDA REPORT

**TO:** Mike Poirier, Mayor  
City Council

**FROM:** Elisa Schafer, Facilities Manager  
Public Works Department

**MEETING DATE:** July 25, 2024

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**I. SUBJECT**

Easement for underground utilities with Public Utility District No. 1 of Chelan County.

**II. ACTION REQUESTED**

Staff recommends that the City Council approve the underground utility easement and authorize the City Administrator to sign the agreement.

**III. OVERVIEW**

In January 2021, the City and Pinnacles Prep entered into a long-term facility lease for the City-owned property at 504 S. Chelan Ave. This partnership aims to enhance educational opportunities for local students and offer wrap-around services and extracurricular programs for the neighborhood and surrounding community.

As Pinnacles Prep expands to include high school students, upgrading the transformer serving part of the property is essential to power portable classrooms. This easement agreement permits PUD No. 1 of Chelan County to install underground utility infrastructure for a new transformer along the sidewalk, as shown in Exhibit A. The new transformer will benefit both the new portable classrooms and the existing structure on the south end of the property.

**IV. FISCAL IMPACT**

**V. PROPOSED PROJECT SCHEDULE**

Chelan Co. PUD will start work late July 2024

**VI. REFERENCE(S)**

PUD No. 1 of Chelan County Easement Underground Utility

**VII. ADMINISTRATIVE ROUTING**

Tammy McCord, City Clerk  
Laura Gloria, City Administrator  
Brad Posenjak, Finance Director  
Tom Wachholder, Public Works Director

Filed for and return to:  
PUD No. 1 of Chelan County  
Attn: Real Estate Services  
PO Box 1231  
Wenatchee, WA 98807-1231

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

**Grantor(s):** City of Wenatchee, a Washington municipal corporation

**Grantee(s):** Public Utility District No. 1 of Chelan County

**Abbreviated Legal Description:** Ptn Lot 17 & 18, Blk 58, Replat of First Addn to Wenatchee. Additional legal on Page 1.

**Assessor's Parcel Number(s):** 222010815636

## EASEMENT UNDERGROUND UTILITY

THIS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between CITY OF WENATCHEE, a Washington municipal corporation, Record Owner(s), hereinafter called the "Grantor(s)," and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, a municipal corporation, hereinafter called the "Grantee,"

WITNESSETH:

In exchange for utility services and/or other valuable consideration, receipt of which is hereby acknowledged, the Grantor(s) hereby bargain(s), sell(s) and convey(s) to the Grantee, its successors and assigns, a perpetual easement for Grantee's, and/or Grantee's licensee's or permittee's, <sup>underground</sup> electrical and telecommunications utility infrastructure ("the Utility Infrastructure"), which includes, but is not limited to, electrical lines, communication lines, conduits, cables, manholes, vaults, semi-buried or ground-mounted facilities such as pads and transformers, and other necessary or convenient facilities, across, along, in, upon and under the property situated in Chelan County, State of Washington, more particularly described as follows:

Lot 18 and the East half of Lot 17, Block 58, Replat of First Addition to Wenatchee, Chelan County, Washington, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of said county, EXCEPT the easterly 25 feet thereof conveyed to the City of Wenatchee for street purposes.

Said easement is described as a ten foot (10') strip of land on the above described property, specifically located as the Utility Infrastructure is actually installed and approximately as illustrated in Exhibit A (attached).

Hereafter, Grantee may place or construct any Utility Infrastructure within the Easement, to the extent necessary for Grantee, its successors and assigns along with the perpetual right, privilege and authority to use the Easement to construct, erect, alter, expand, improve, repair, operate and maintain all underground Utility Infrastructure and with the right to permit the installation, operation, improvement, repair and maintenance of underground facilities and equipment of any other organization.

**SUBJECT TO THE FOLLOWING:**

1. Grantee shall have the right of access across the Grantor's property and adjacent lands of the Grantor for the purpose of constructing, reconstructing, maintaining, repairing, renewing, altering, changing, patrolling and operating the Utility Infrastructure including but not limited to: wires, fiber optic cables, other telecommunications devices, and appurtenances thereto, and underground cables, vaults and manholes, and the right at any time to remove the Utility Infrastructure from said property.

2. The Grantee, its successors and assigns, shall have the right to clear the Easement and keep the same clear of brush, trees, timber, structures, and all fire hazards. The Grantor its successors, assigns or licensees, shall not place, construct or maintain any building or other structure within the boundary limits of the Easement as now exists, nor shall the Grantor place any fill material or other substances upon the surface of the land within the boundary limits of the Easement which in any manner interferes with the use, maintenance and/or operation of the Utility Infrastructure or obstructs or impedes the Grantee's right of access to the Utility Infrastructure including, without limitation, the Grantee's right of access for purposes of improvement, repair and/or maintenance of the Utility Infrastructure. The Grantor shall not dig, tunnel, or do any other act, or permit any other act, within the Easement which will disturb the compaction or unearth the lines, cables, facilities or equipment thereon or therein, or in any other way remove, threaten, or endanger the lateral support to the Easement or Utility Infrastructure located therein; nor shall the Grantor, its successors, assigns or licensees do any blasting or discharge any explosives within a distance of 300 feet of the Easement without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention to do so.

3. Grantor, its heirs, executors, administrators, successors and assigns, covenant that no structure will be erected or permitted within the Easement that would, in the opinion of the Grantee, interfere with or endanger the unrestricted exercise of the rights and privileges herein granted and that no concrete, tar or other permanent surfacing shall be installed or permitted over any vault or manhole installed on said property.

4. Grantee, its successors and assigns, shall have the right to level, grade and regrade the Easement as may appear to Grantee to be necessary for the construction, operation and maintenance of its Utility Infrastructure.

5. Grantee, its successors and assigns, if installing facilities underground, shall bury all conduit or cable to such depth as not to interfere with reasonable and ordinary landscaping within the Easement; provided no trees, shrubs or bushes shall be planted thereon without first having obtained written approval from the Grantee.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors or assigns, shall permanently remove said Utility Infrastructure, or shall otherwise permanently abandon said Utility Infrastructure, at which time all such rights, title, privileges and authority hereby granted shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

CITY OF WENATCHEE, a Washington municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
  ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of CITY OF WENATCHEE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Signature: \_\_\_\_\_

\_\_\_\_\_, Notary Public

My appointment expires: \_\_\_\_\_



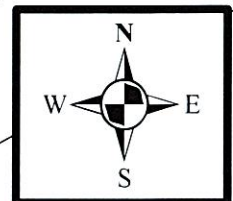
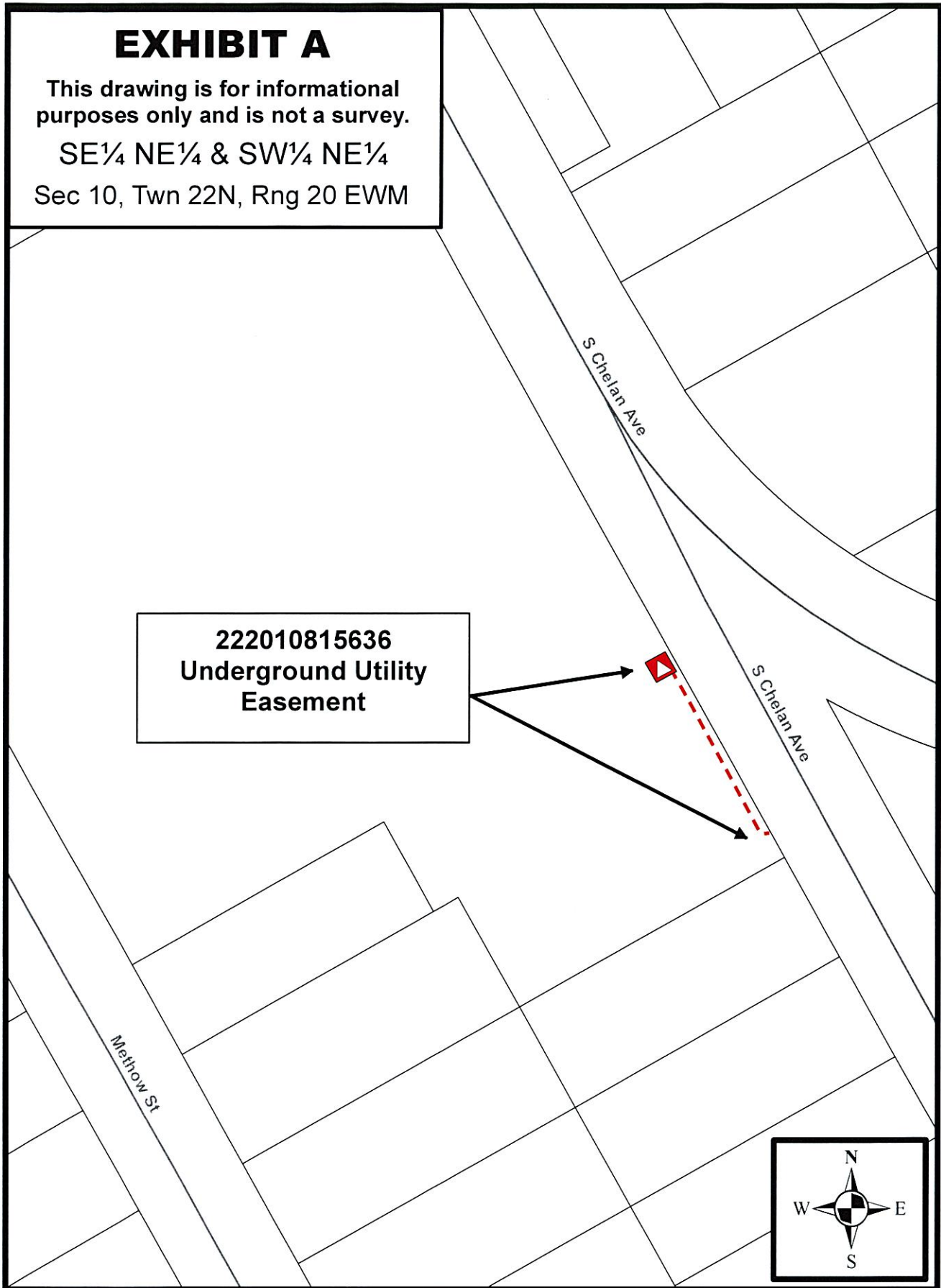


# EXHIBIT A

This drawing is for informational purposes only and is not a survey.

SE $\frac{1}{4}$  NE $\frac{1}{4}$  & SW $\frac{1}{4}$  NE $\frac{1}{4}$   
Sec 10, Twn 22N, Rng 20 EWM

222010815636  
Underground Utility  
Easement





## CITY COUNCIL AGENDA REPORT

**TO:** Mike Poirier, Mayor  
City Council

**FROM:** Laura Gloria, City Administrator  
Mayor's Office

**MEETING DATE:** July 25, 2024

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**I. SUBJECT**

Contract between Chelan County, Douglas County, Grant County, Okanogan County, the City of Wenatchee, the City of East Wenatchee, and the City of Moses Lake and Carelon Behavioral Health, Inc.

**II. ACTION REQUESTED**

Motion requested for the City Council to approve the Contract between Chelan County, Douglas County, Grant County, Okanogan County, the City of Wenatchee, the City of East Wenatchee, and the City of Moses Lake and Carelon Behavioral Health, Inc. and authorize the City Administrator's signature.

**III. OVERVIEW**

The City of Wenatchee participated in a settlement with opioid distributors through the One Washington Memorandum of Understanding (MOU). The settlement was brought forth by several local governments to hold opioid distributors accountable for contributing to the opioid epidemic. The MOU establishes the framework for distributing and sharing these settlement proceeds throughout Washington based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions; the north central Washington region includes Chelan, Douglas, Grant and Okanogan counties. The MOU also described the process for setting up Opioid Abatement Councils within these defined regions.

Subsequently, the City entered into an Interlocal Agreement (ILA) to establish the NCW Opioid Abatement Council which is responsible for overseeing distribution of opioid funds; annual review of expenditure reports; reporting and making publicly decisions on fund allocation, applications, distributions; developing a public dashboard; hearing complaints; and other relevant data collection. The ILA anticipated that the NCW OAC would enter into a further agreement with a third party to carry out the actions described in the ILA and as required by the MOU.

The proposed Contract between the north central Washington region public agencies and Carelon allows for administration and implementation of the program to include overseeing the opioid fund distribution, expenditures and dispute resolution; developing and maintaining a centralized dashboard; developing and implementing a methodology for

obtaining and awarding proposals; and other activities as noted in the attached contract. The NCW OAC will establish priorities and provide guidance to Carelon in the distribution and allocation of settlement funds.

**IV. FISCAL IMPACT**

Per the MOU, 10% of settlement funds will be set aside for administration of the distributions. The proposed contract will be fully paid for with the administrative funds.

**VI. REFERENCE(S)**

Contract between Chelan County, Douglas County, Grant County, Okanogan County, the City of Wenatchee, the City of East Wenatchee, and the City of Moses Lake and Carelon Behavioral Health, Inc.

**VII. ADMINISTRATIVE ROUTING**

Tammy McCord, City Clerk  
Edgar Reinfeld, Police Chief  
Brad Posenjak, Finance Director

**CONTRACT**

between

**CHELAN COUNTY, DOUGLAS COUNTY, GRANT COUNTY, OKANOGAN COUNTY,  
THE CITY OF WENATCHEE, THE CITY OF EAST WENATCHEE AND THE CITY  
OF MOSES LAKE**

and

**CARELON BEHAVIORAL HEALTH, INC.**  
200 State Street, Suite 302, Boston, MA 02109-2672

**Program: Opioid Distributors Settlement Fund Administration**

Contract Term: **July 1, 2024 – June 30, 2029**

Total Contract Amount:

Contract Period: **July 1, 2024 – June 30, 2025**

Period Amount:

Funding Source: National Opioid Class Action Settlements

<b>CONTRACTOR CONTACT</b>	<b>ENTITY PROGRAM CONTACT</b>	<b>ENTITY FISCAL CONTACT</b>
Tiffany Villines 360.584.3114 <a href="mailto:Tiffany.Villines@carelon.com">Tiffany.Villines@carelon.com</a>	Kevin Overbay 509.667.6218 <a href="mailto:Kevin.Overbay@co.chelan.wa.us">Kevin.Overbay@co.chelan.wa.us</a>	Nicole Thompson 509.667.6686 <a href="mailto:NicoleC.Thompson@co.chelan.wa.us">NicoleC.Thompson@co.chelan.wa.us</a>

By signing below, **CHELAN COUNTY, DOUGLAS COUNTY, GRANT COUNTY, OKANOGAN COUNTY, THE CITY OF WENATCHEE, THE CITY OF EAST WENATCHEE AND THE CITY OF MOSES LAKE** hereinafter referred to collectively as the “Entity,” and Carelon Behavioral Health, Inc., hereinafter referred to as the “Contractor,” agree to the terms of this Contract and agree to comply with all applicable local, State and Federal laws, rules and regulations.

**FOR CHELAN COUNTY**

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Kevin Overbay, Chair  
Chelan County Commission

APPROVED AS TO FORM

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Robert W. Sealby, Prosecuting Attorney

**FOR DOUGLAS COUNTY**

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Dan Sutton, Chair  
Douglas County Commission

APPROVED AS TO FORM

---

Gordon Edgar, Prosecuting Attorney

**FOR GRANT COUNTY**

---

Cindy Carter, Chair  
Grant County Commission

APPROVED AS TO FORM

---

Kevin J. McCrae, Prosecuting Attorney

**FOR OKANOGAN COUNTY**

---

Jon Neal, Chair  
Okanogan County Commission

APPROVED AS TO FORM

---

Esther Milner, Civil Deputy Prosecuting  
Attorney

**FOR CONTRACTOR:**

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Glenn MacFarlane, President  
Carelon Behavioral Health, Inc.

**FOR THE CITY OF WENATCHEE**

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Laura Gloria, City Administrator

APPROVED AS TO FORM

---

Danielle R. Marchant, City Attorney

**FOR THE CITY OF EAST WENATCHEE**

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Jerrilea Crawford, Mayor

APPROVED AS TO FORM

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Sean Lewis, Assistant City Attorney

**FOR THE CITY OF MOSES LAKE**

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Kevin Fuhr, City Manager

APPROVED AS TO FORM

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Katherine Kenison, City Attorney

## **STATEMENT OF WORK CONTRACT CARELON BEHAVIORAL HEALTH, INC.**

### **1. PROGRAM DESCRIPTION**

- 1.1. In 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson. These National Settlements have been finalized, and payments have already begun.

In late 2022, agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. The 2022 National Settlements have now all been finalized. Further litigation against opioid pharmaceutical supply chain participants may occur and the parties hereto understand that any future settlements or awards will likely be managed the same way as previous settlements, i.e., subject to the same agreements currently pertaining to the member jurisdictions/ the Entity and this Contract.

Under both the 2021 and 2022 National Settlements, at least 85% of the funds going directly to participating states and subdivisions must be used for abatement of the opioid epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments. The settlement documents for the 2021 and 2022 National Settlements outline the harm caused by entities within the pharmaceutical supply chain who manufacture, distribute, and dispense prescription opioids as well as hold them accountable for the damage they have caused to communities across the country.

The Entity consists of “participating local governments” that have signed onto the One Washington Memorandum of Understanding between Washington Municipalities (One WA MOU), which allocates the settlement funds to participating local governments in the State of Washington. The One WA MOU also requires the establishment of Opioid Abatement Councils. The Entity established, through interlocal agreement dated June 22, 2023, the North Central Washington Opioid Abatement Council (NCWOAC).

- 1.2. The Entity is contracting with Contractor to develop contracts within the prescribed allocation region of North Central Washington. The contracts will focus on area specific Entity priorities regarding the, management, distribution, and reporting of opioid settlement funds. The funding source for this Contract is the **Opioid Funds** (as that term is defined in the One WA MOU).
- 1.3. The Entity appoints the Chelan County Board of Commissioners to act on its behalf as the fiscal agent for the purposes of this Contract. The other participating local governments

within the Entity shall timely remit their portion of the Opioid Funds to Chelan County for the purposes of compensating Contractor for carrying out the terms of this Contract on behalf of the Entity for the scope of work as directed by the NCWOAC. If a participating local government within the Entity fails to remit its portion of the Opioid Funds to the fiscal agent, then the fiscal agent is only obligated to compensate Contractor for those participating local governments of the Entity who have remitted their respective portion of the Opioid Funds. The Fiscal agent will not enforce outstanding fund balances. Contractor bears the responsibility of enforcement of outstanding local government fund balance commitment.

## 2. PROGRAM ELIGIBILITY

People who benefit from this program must reside within the Counties of Chelan, Douglas, Grant or Okanogan, including any cities or towns located therein. The focus shall be on serving the jurisdictions these funds cover.

## 3. PROGRAM REQUIREMENTS

- 3.1. The One Washington Memorandum of Understanding between Washington Municipalities (One WA MOU) is attached hereto as **Exhibit A**, and incorporated herein by this reference.
- 3.2. Contractor shall establish a written process to oversee the Opioid Fund distribution, expenditures and dispute resolution for the Entity. The process shall include a written narrative outlining the reporting mechanisms to include dashboard layout, the methodology for obtaining proposals, as well as the policy and procedures for the handling complaints. The written process must be provided to the Entity within 60 days of the last party signing this Contract.
- 3.3. The Entity, through the NCWOAC, will establish priorities based upon allowable strategies outlined in the One WA MOU, and the 2021 and 2022 National Settlements. Contractor shall honor the priorities established by the Entity. The initial priorities, which are not exclusive, are attached as **Exhibit D** which is attached hereto and incorporated herein by this reference.
- 3.4. Contractor shall develop and maintain a centralized dashboard that meets the requirements of the One WA MOU to make public all decisions on opioid fund allocations, distributions, and expenditures by the NCWOAC and provide data and reports requested by the state, the Entity and other local jurisdictions interested in working with Contractor. The centralized dashboard must be accessible to the public no later 60 days after Contract execution. Contractor shall update the centralized dashboard at least bi-annually.
- 3.5. Contractor shall develop and implement a methodology acceptable to NCWOAC for obtaining and awarding proposals through a competitive solicitation process for the use of Opioid Funds. NCWOAC will develop a process to ensure community-based input on strategies for opioid funded programs and services. Based on the results of a competitive



solicitation, NCWOAC will provide Contractor with priority strategies. Contractor shall establish and monitor contracts with providers in support of priority strategies provided by NCWOAC.

- 3.6. Contractor shall provide to NCWOAC an annual accounting of costs and retain supporting documentation for no less than six years from the termination date of this Contract. The Contractor must make publicly available through the centralized dashboard all decisions on allocation applications, distributions and expenditures by the NCWOAC.
- 3.7. Contractor must have a written policy/process for hearing complaints by any participating local government within the Entity regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements required by the One WA MOU. Contractor shall provide NCWOAC with the written policy/process within 30 days of the last party signing this Contract.

#### 4. PROGRAM REPORTING AND MONITORING

Contractor shall provide a quarterly written report to NCWOAC summarizing the activity of provider's contracts as well as the progress achieved towards the established outcomes in each provider contract established through the competitive solicitation process. The quarterly report is due on the 15<sup>th</sup> of October, January, April, and July of each year.

#### 5. PROGRAM OUTCOMES

Contractor shall develop written measurable program outcomes that are acceptable to NCWOAC. The program outcomes must address the selected priorities established by the NCWOAC. Contractor shall provide the written measurable program outcomes to NCWOAC no later than 90 days after contract execution.

#### 6. PAYMENT PROVISIONS

- 6.1. Annual funding amounts for each calendar year of the Contract shall be communicated to Contractor in writing by the 31st day of December of the preceding year, and are contingent upon each local participating government within the Entity receiving its allocated Opioid Funds required by the One WA MOU. A contract year runs from July 1<sup>st</sup> to June 30<sup>th</sup>. Refer to **Exhibit G** Entity Funding Summary
  - 6.1.1. The funding for the first calendar year of his Contract shall not exceed funds received from National Opioid Class Action Settlement allocation. Refer to section 33.1.2.
  - 6.1.2. Unused funds from one contract year may be carried over into the next contract year with authorization from impacted entity member.

- 6.2. Contractor shall manage program costs so that reimbursement requests do not exceed approved funding for each contract year.
- 6.3. Contractor shall be paid annually, the allowable administrative rate of ten percent (10%) of the annual program costs listed in the Budget Summary.
- 6.4. The Entity, through a request to the fiscal agent, may withhold payment to the Contractor if deliverable and reporting requirements are not met.

## 7. CONTRACT PERIOD

The initial term of this contract is five (5) years from the date of execution. The Entity may extend this contract upon written agreement of both parties.

## 8. CONTRACT KICKOFF AND TECHNICAL ASSISTANCE

If requested by the Entity, Contractor shall attend a contract kickoff meeting with the Entity to review roles, responsibilities, requirements, and deliverables associated with this Contract.

**DELIVERABLES SUMMARY  
CONTRACT #2023-OPIOID-01  
CARELON BEHAVIORAL HEALTH, INC.**

<b>DELIVERABLE</b>	<b>REFERENCE</b>	<b>DUE DATE</b>
Proof of insurance	General T&C §26 Special T&C §3	At contract execution and annually thereafter
Dashboard	SOW §3	Within 60 days of Contract execution
Methodology for obtaining proposals	SOW §3	Within 60 days of Contract execution
Policy/Process for hearing complaints	SOW §3	Within 60 days the last party signing this Contract
Quarterly reports	SOW §4	15 <sup>th</sup> day of the month in October, January, April, and July
Develop outcomes	SOW §5	Within 90 days of Contract Execution
Financial Statements with supporting documentation	General T&C §33 SOW §5	15 <sup>th</sup> day of the month in October, January, April, and July
Fiscal requirements	General T&C §22	Various

1. The above table is provided for demonstrative purposes only. It is not intended to change or amend any term written within the Contract. There may be additional deliverables in this Contract which are not reflected in the above table.
2. If there is a conflict between what appears in the above table summary and what is listed elsewhere in the Contract, the terms and conditions elsewhere in the Contract shall apply.

## **SPECIAL TERMS AND CONDITIONS LOCAL FUNDS**

### **1. DOCUMENTS INCORPORATED BY REFERENCE**

Each of the documents listed below, as now established or hereafter amended, are incorporated by reference with the same force and effect as if they were incorporated in full text.

- 1.1. The One Washington Memorandum of Understanding between Washington Municipalities, attached as Exhibit A.
- 1.2. Opioid Abatement Strategies, attached as Exhibit B.
- 1.3. Funding Allocation, attached as Exhibit C.
- 1.4. Entity Priorities Governing the Allocation of Funds, attached as Exhibit D.
- 1.5. Interlocal agreement establishing North Central Washington Opioid Abatement Council, attached as Exhibit E.
- 1.6. NCWOAC Member Proposal/Budget Summary Sheet, attached as Exhibit F
- 1.7. Entity Funding Summary, attached as Exhibit G

### **2. DRUG FREE WORKPLACE**

The Contractor shall have a “Drug Free Workplace” Policy that describes the steps taken to deter the use of drugs, including alcohol, in the workplace and that addresses the Drug-Free Workplace Act of 1988. The policy should include any provisions for education, scope of prohibited substances, testing, employee assistance, discipline, and employee responsibilities. A copy of this policy will be provided to the Entity within 60 days of the signing of this Contract. Individual providers shall be required to sign a “Drug Free Workplace” certification on a form provided by the County.

### **3. INSURANCE**

The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Contractor’s own services including the work of the Contractor's agents, representatives, employees, subconsultants or subcontractors. Before beginning its services described in this Contract, Contractor shall provide the Entity evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

- 1.4. Workers’ Compensation Insurance in accordance with Washington State statutes;
- 3.2. Professional Liability Insurance in the minimum amount of \$5 million dollars;

3.3. Sexual Misconduct Insurance in the minimum amount of \$5 million dollars; and

3.4 Fidelity Insurance in the minimum amount of \$1 million dollars.

Under this Contract, Contractor's insurance shall be considered primary in the event of a loss, damage or suit. Contractor shall request from its insurer a modification of the ACORD certificate to include language that prior written notification will be given to the Entity at least 30 days in advance of any cancellation, suspension or material change in the Contractor's coverage.

#### 4. TERMINATION

4.1. The award or continuation of this Contract is dependent upon the availability of future funding. The Entity's payment obligations are payable only and solely from funds both appropriated and otherwise legally available for this Contract.

4.1.1. The absence of initial appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not appropriated or available.

4.1.2. If the funds upon which the Entity relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the Entity may immediately terminate this Contract in whole or in part by providing notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

4.2. The Entity and Contractor shall have the right to terminate this Contract, in whole or in part, with or without cause, by providing no fewer than thirty (30) calendar-days written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The Entity shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.3. Upon termination of this Contract, any unexpended balance of Contract funds will remain with the Entity. If termination occurs for cause, the Contractor shall immediately, and without notice of presentment, return to the Entity all funds that were expended in violation of the terms of this Contract.

4.4. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given, if by mail, three days after mailing; or if by personal service, on the date of delivery.

4.5 For Entity to terminate this Contract, in whole or in part, each party that makes up the Entity as stated in the introduction of the Contract, must agree to terminate the Contract, in whole or in part.

## GENERAL TERMS AND CONDITIONS

These GENERAL TERMS AND CONDITIONS shall apply to this Contract.

The “Contractor” referenced throughout this document is identified in each Contract executed by the Entity. “Contract” means the associated contract, as amended, which incorporates these General Terms and Conditions.

To satisfy federal and state grant requirements, the “Contractor” is also referred to as “lower tier Grantee” in this document.

### 1. ACCESS, MONITORING, AND INSPECTIONS

- 1.1. Contractor agrees to cooperate and participate in the Entity’s monitoring and evaluation process. The Contractor shall furnish documents, reports, statements, records, data, and other information to county, state, federal, or other funding agencies at such times and on such forms as are specified by the Entity. This may include agreements the Contractor has with other entities.
- 1.2. Contractor grants the Entity the right of access to examine or transcribe any records, books, financial statements, papers, and documents relating to this Contract. The Contractor’s records, books, financial statements, papers, and documents, with respect to all matters, shall be subject at all times to inspection, review or audit by the Entity, including any individual party that makes up the Entity, or by federal or state officials during the performance of the Contract with the Entity and during the period of document retention.
- 1.3. Unless prohibited by law, the Contractor shall allow the Entity to physically inspect, on demand, any and all work being performed under this Contract. The Entity shall be granted such access to current work sites without providing advance notice to the Contractor. Upon request by the Entity, the Contractor shall provide the Entity with a written schedule of its upcoming work dates, locations, and services to be performed under this Contract.
- 1.4. The Entity, at its sole discretion, shall be free to take any action it deems necessary to ensure the quality of work or services being performed by the Contractor and to ensure compliance with all state and federal regulations, health and safety codes, and/or grant requirements.

### 2. AMERICANS WITH DISABILITIES ACT

Contractor shall comply with federal, state and local non-discrimination laws relating to disabilities, including, but not limited to, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq) and 28 C.F.R. Part 35, which provide comprehensive protection to individuals with disabilities.

### 3. ANTI-LOBBYING

- 3.1. By signing this Contract, the Contractor certifies that, to the best of its knowledge and belief,

no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- 3.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with a federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3.3. If applicable, Contractor shall require that the language of paragraphs 1 and 2 of this section and paragraph 35 of the Contract be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.4. No funds from the State of Washington shall be used for supporting or opposing ballot measures or the candidacy of any person for public office.

#### 4. APPLICABILITY OF LAW

- 4.1. This Contract is and shall be construed as being executed and delivered within the State of Washington and it is mutually agreed by the Contractor and the Entity that all contracts and contract modifications between the Contractor and the Entity shall be governed by laws of the State of Washington as to both interpretation and performance.
- 4.2. Venue shall be Chelan County, Washington.

#### 5. ASSIGNMENT AND SUBCONTRACTING

- 5.1. The Contractor shall not assign, delegate, or subcontract for any work required in this Contract without the prior written consent of the Entity. However, Contractor shall be permitted to assign this Contract to an "Affiliate" of Contractor or of Elevance Health, Inc. without the written consent of Entity. "Affiliate" means any corporation, partnership or other legal entity, directly or indirectly owned or controlled by Elevance Health Inc., or which owns or controls, or which is under common ownership or control, with Contractor.
- 5.2. Contractor and Entity agree that Contractor may use subcontractors, including but not limited to Affiliates, to perform under this Agreement subject to Contractor retaining full liability and responsibility for its subcontractors to the same extent as if Contractor performed directly. Any and all subcontractors must execute this agreement and shall be liable to the same extent as Carelon.

- 5.3. Any assignment or subcontract between Contractor and any assignee or subcontractor shall be in writing and available, upon request, to the Entity.

## 6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

- 6.1. By signing this Contract, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded (Excluded Person) from participating in any federally funded program by any federal department or agency, and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work directly or indirectly under this Contract is an Excluded Person.
- 6.2. This certification is required by the regulations set forth in Title 2 C.F.R. Part 180. The terms “covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, and voluntarily excluded,” as used in this clause, have the meanings set out in Title 2 C.F.R. Part 180.
- 6.3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction [this section is required, without modification, by County granting agencies].

### LOWER TIER COVERED TRANSACTIONS

- a) The lower tier Grantee certifies, by signing this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - b) Where the lower tier Grantee is unable to certify to any of the statements in this Contract, such Grantee shall attach an explanation to this Contract.
- 6.4. Before entering into a “covered transaction” with another party at the next lower tier, the Contractor agrees that by signing this Contract that it shall first verify that the person or party with whom it intends to do business is not an Excluded Person, as that term is used in Section 6.1. The Contractor may do this by:
    - 6.4.1. Checking the Federal Excluded Parties List System at [www.sam.gov](http://www.sam.gov); or
    - 6.4.2. Collecting a certification from the person or party; or
    - 6.4.3. Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in Title 2 C.F.R. Part 180.



- 6.5. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person or party who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor further agrees that it will fully comply with all requirements established in Title 2 C.F.R. Part 180, including its obligation to pass the requirement to comply with Title 2 C.F.R. Part 180 to each person or entity with whom the Contractor enters into a covered transaction at the next lower level.
- 6.6. The certifications in this Section 6 are a material representation of fact upon which reliance is placed at the time of Contract execution and at the time of any subsequent modification(s). If it is at any time determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 6.7. Before hiring any new employee, the Contractor shall conduct a search of the Federal Excluded Parties List System referenced above to ensure that the individual is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The search must be conducted by the Contractor *prior to* making an employment offer. Evidence of search results must be maintained in the employee's personnel file.
- 6.8. The Contractor shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Entity for review upon request.

## 7. CLAIMS OR DAMAGES

The Entity, the Washington State Department of Commerce, the Washington State Department of Social and Health Services, the State of Washington, and federal granting agencies are not liable for claims or damages, directly or indirectly, arising from the Contractor's performance of this Contract.

## 8. CLOSE-OUT

- 8.1. Upon receipt of an approved Contractor invoice, Chelan County, as the Entity's fiscal agent, will process payment to the Contractor for allowable costs or earned payments that are due prior to the date of expiration or termination.
- 8.2. Within thirty (30) days after the date of expiration of a contract, the Contractor shall submit all financial, performance, and other reports required by each contract.
- 8.3. If requested by the Entity, the Contractor shall cooperate in a program audit by the Entity or its designee.

## 9. CONFIDENTIALITY AND PRIVACY

- 9.1. If Contractor encounters protected health information while performing services under this Contract, the Contractor shall have internal policies and procedures related to the privacy and the security of protected health information in compliance with state and federal guidelines. By signing this Contract, the Contractor certifies that it is compliant with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et seq. and 45 CFR parts 160, 162 and 164; the Health Information Technology for Economic and Clinical Health Act (HITECH Act or "the Act") part of the American Recovery and Reinvestment Act of 2009 (ARRA); the Omnibus Rule that modifies the HIPAA and HITECH Act, 42 CFR Part 2; and all applicable state (e.g. RCW 70.02) and federal privacy regulations.
- 9.2. If Contractor encounters protected health information while performing services under this Contract, Contractor further certifies that it has on file a signed Statement of Confidentiality for all staff, subcontractors, or volunteers who have access to confidential client information.
- 9.3. If requested by the Entity, Contractor shall provide the Entity with copies of the signed Statement of Confidentiality documents referenced in this section.
- 9.4. If requested by the Entity, Contractor shall provide the Entity with an annual Confidentiality Certification in a format acceptable to the Entity before January 15<sup>th</sup> of each year.
- 9.5. Unless waived by the Entity in writing, if Contractor encounters protected health information while performing services under this Contract, then Contractor must sign a "Business Associate Agreement and Qualified Service Organization Agreement" with the Entity.
- 9.6. Personal information collected, used, or acquired in connection with the services provided under this Contract shall be used solely for the purpose of this Contract. The Contractor agrees not to release, divulge, publish, transfer, sell, or otherwise disclose to unauthorized persons any confidential or personal information that is not directly connected with the performance of the services contemplated in this Contract, except with written consent of the person or legal representative of the person who is the subject of the personal information. The written consent must state which personal information may be shared and to whom the personal information will be shared.
- 9.7. Personal and confidential information includes, but is not limited to, information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number or other identifying numbers, and information in the possession of the Contractor that may not be disclosed under state or federal law.
- 9.8. The Contractor shall protect and maintain all personal and confidential information against unauthorized use, access, disclosure, modification, or loss and in accordance with state and federal law regarding confidentiality. This duty requires the Contractor to employ

reasonable security measures, which include restricting access to personal and confidential information only to staff members who have a business need to view the information, and by securing records in locked cabinets while not in use. The Contractor shall have a written policy and procedure to implement this duty.

## 10. CONFLICT OF INTEREST

- 10.1. Contractor certifies that no principal, director, officer, employee, agent, consultant, officer, elected official or appointed official has violated the Ethics in Public Service Act (RCW chapters 42.23 and 42.52), or any similar statute involving the Contractor in the procurement of or performance under this Contract.
- 10.2. Contractor shall identify to the Entity any person employed or previously employed in any capacity by the state of Washington that worked on the funding sources for this Contract, including but not limited to, formulating or drafting legislation, participating in grant procurement planning and execution, and awarding grants.
- 10.3. The Contractor shall comply with 24 C.F.R. §570.611 regarding any potential conflict of interest.
  - 10.3.1. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 C.F.R. §85.36 and 24 C.F.R. §84.42, respectively, shall apply.
  - 10.3.2. In all cases not governed by 24 C.F.R. §85.36 and §84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 C.F.R. §570.202, grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 C.F.R. §570.203, §570.204, §570.455, or §570.703(i)).

## 11. CONSUMER RIGHTS

The Contractor shall comply with state and federal non-discrimination laws. This includes: Discrimination – Human Rights Commission (RCW 49.60); 42 CFR 438.214, Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80; the Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91; the Rehabilitation Act of 1973; titles II and III of the Americans with Disabilities Act; and other laws regarding privacy and confidentiality. The Contractor shall ensure that its staff takes these rights into account when furnishing services to consumers.

## 12. CONTRACT NUMBER

The Contractor agrees to list the number of this Contract on all correspondence, communications, reports, vouchers, and such other data concerning this Contract or delivered hereunder.

## 13. CONTRACT PERIOD

- 13.1. Unless otherwise provided in this Contract, the contract period is shown on the first page of the Contract. Services must be provided, and billable costs incurred within the contract period. The first page of the Contract is also referred to as the “Face Sheet.”
- 13.2. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project, not to exceed 120 days unless a different hold-over period is agreed to in writing.
- 13.3. The Contractor shall have an additional thirty (30) days following the expiration of the Contract to submit reports and to complete non-billable end-of-contract activities.

## 14. COPYRIGHT

- 14.1. “Materials” means all items in any format and includes, but is not limited to data, reports, maps, charts, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, HTML code, films, tapes, and/or sound reproductions.
- 14.2. Unless otherwise provided in this Contract, all Materials produced under this Contract shall be considered “works for hire,” as defined by the U.S. Copyright Act, and shall be owned by the Entity in proportional shares equal to investment. The Entity shall be considered author of such Materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
- 14.3. In the event the Materials are not considered “works for hire,” the Contractor hereby irrevocably assigns to the Entity, in proportional shares equal to investment, all rights, title, and interest in all Materials, including intellectual property rights, moral rights, and rights of publicity, effective from the moment of creation of such Materials.
- 14.4. For Materials that are delivered under this Contract but that incorporate pre-existing materials not produced under this Contract, the Contractor hereby grants to the Entity a nonexclusive, royalty-free, irrevocable license in such Materials, with rights to sublease to others. The Entity may translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display such Materials. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the Entity.

## 15. CORRECTIVE ACTION

- 15.1. The Contractor is required to meet all of the terms and conditions in these General Terms and Conditions, as well as all terms and conditions in the Statement(s) of Work, Special Terms and Conditions, and Contract exhibits, and to perform as required in this Contract. Should a Contract violation or a performance deficiency be identified by the Entity, the Entity may, at its sole discretion, provide the Contractor with a written notice requiring immediate corrective action, or immediately terminate the Contract.
- 15.2. If the Entity provides the Contractor with a written notice of corrective action, the Contractor must submit a corrective action plan to the Entity within thirty (30) calendar days from the date of the notice.
- 15.3. The Entity will approve or disapprove the Contractor's corrective action plan in writing within ten (10) calendar days after receipt of the plan. If approved, the Contractor shall implement the plan and ensure correction of the deficiency. If the Contractor does not correct the deficiency, submit a corrective action plan within fourteen (14) calendar days, or the Entity deems the plan unsatisfactory, the Entity may terminate this Contract in whole or in part.
- 15.4. Notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand-delivery, to the receiving party at the address listed on the signature page or at any other address of which a party has given written notice. Notice shall be deemed given, if by mail, three days after mailing; or if by personal service, on the date of delivery.

## 16. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be signed electronically and exchanged by electronic transmission, including by email, and executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one-and-the same instrument.

## 17. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency will be employed or retained to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The Entity shall have the right, in the event of breach of this clause by the Contractor, to annul any contract without liability, or in its discretion, to deduct from this Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or seek such other remedies as are legally available.

## 18. DUPLICATION OF COSTS

The Contractor certifies that work for services billed under this Contract does not duplicate any work to be charged to any other source.

## 19. ENTIRE CONTRACT

Contractor and Entity agree that this Contract is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Except as otherwise provided in this Contract, any modification shall be in writing and signed by Contractor and Entity. Failure to comply with any of the provisions stated herein shall constitute material breach of this Contract and cause for termination. Contractor and Entity recognize that time is of the essence in the performance of this Contract.

## 20. FAIR HOUSING AND NON-DISCRIMINATION

- 20.1. The Contractor shall comply with all local, state, and federal fair housing and non-discrimination laws, regulations, and policies. Contractor shall take necessary and appropriate actions to prevent discrimination in rental units assisted through the contracted funding sources.
- 20.2. In accordance with the decision in *United States v. Windsor*, 133 S. Ct. 2675 (June 26, 2013), and section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.

## 21. FEDERAL FUNDING REQUIREMENTS

- 21.1. Any federal funds received under this agreement will have a Catalog of Federal Domestic Assistance (CFDA) Number identified in the Contract. Contractors that receive federal funds shall comply with all grantor requirements including, but not limited to, those detailed or incorporated into this Contract and detailed in the Catalog of Federal Domestic Assistance. The Contractor certifies that it is aware of or will review the appropriate section of the CFDA, the relevant Code of Federal Regulations, and other documents referenced in either the CFDA or in this Contract that provide guidance to compliance with federal funding requirements.
- 21.2. If the Contractor receives federal funds, Contractor shall maintain a current registration in the System for Award Management (SAM) registry. Contractor shall also maintain an active Dun & Bradstreet (DUNS) number or, after April 4, 2022, a Unique Entity Identifier (SAM) created in [SAM.gov](https://sam.gov).
- 21.3. If the Contractor receives federal funds, in awarding contracts pursuant to this Contract, the Contractor shall comply with all applicable federal, state, and local law for awarding contracts, including but not limited to procedures for competitive bidding required by 2 C.F.R. Part 200.

- 21.4. For contracts funded by the U.S. Department of Health and Human Services (HHS), Contractor shall disclose in writing, in a timely manner, to the Entity and to the HHS Office of Inspector General, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
- 21.5. If the Contractor receives federal funds, Contractor shall not:
  - 22.5.1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 22.5.2. Procure a commercial sex act during the period of time that the award is in effect;
  - 22.5.3. Use forced labor in the performance of the award or subawards under the award.
- 21.6. If the Contractor receives federal funds, Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## 22. FISCAL REQUIREMENTS

- 22.1. The Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) that meet the financial management systems requirements of this Contract. The requirement in this section may be met either by submission of an annual independent auditor's report or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year, if an annual audit is not performed.
- 22.2. The Contractor shall comply with applicable requirements of 2 C.F.R. Part 200, including any future amendments, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.
- 22.3. The Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R §200.508, if the Contractor (1) expends \$750,000 or more in federal awards during the Contractor's fiscal year, or (2) the Contractor is a State Auditor's Office BARS user, regardless of expenditure level.
- 22.4. If the Contractor expends \$750,000 or more in federal funds during the fiscal year, an independent audit report is required. A copy of the audit report shall be submitted to the Entity. Copies of other financial records may also be required.
  - 22.4.1. Non-Profit Contractors and Public Entities - The audit report shall meet Title 2 C.F.R Part 200 requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Title 2 C.F.R Part 200 audits

for fiscal years that include this Contract shall be completed and submitted to the Entity within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the Entity in writing.

- 22.4.2. For Profit Contractors - An independent audit, an independent limited scope audit, or other evidence negotiated with and approved by the Entity that provides positive assurance of meeting GAAP or GGAAP shall be submitted. Independent audits for fiscal years that include this Contract shall be completed and submitted to the Entity within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the Entity in writing.
- 22.5. The Contractor shall provide to the Entity a corrective action plan for any audit findings within thirty (30) days of having received the auditor's report. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received by the Entity.
- 22.6. If there is no audit requirement, the Contractor shall submit to the Entity semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
  - 23.6.1. Non-Profit Contractors - A Statement of Financial Position, Statement of Activities, Statement of Changes in Net Assets, and Statement of Cash Flows.
  - 23.6.2. For-Profit Contractors - A Balance Sheet, Income Statement, and Statement of Cash Flows.
  - 23.6.3. Public Entities are exempt from the semi-annual financial reporting requirement.
  - 23.6.4. The Entity may waive the semi-annual reporting requirement in writing if the Contractor's total contract amount is less than \$25,000 or if this Contract is a Personal/Professional Services contract.

## 23. GRIEVANCE AND COMPLAINT PROCEDURES

If required by a granting agency, the Contractor shall have a grievance procedure and a complaint procedure. Both procedures shall be in writing and shall include timelines for filing a grievance or a complaint. The complaint procedure shall be developed in compliance with federal law regarding discrimination and include timelines for response or action and shall be available to any individual requesting a copy. The grievance process should include both formal and informal process steps, including an arbitration process, if needed. The Entity shall be notified when a grievance requires formal arbitration. Upon request by the Entity, Entity shall review and approve the Contractor's grievance and complaint procedures.

## 24. INDEMNIFICATION



- 24.1. The Contractor does release, indemnify, and promises to defend and hold harmless the Entity, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims. This includes costs and reasonable attorney's fees incurred by the Entity, its elected officials, officers, employees and agents in defense thereof, asserting or arising, directly or indirectly, from of the performance of services pursuant to this Contract.
- 24.2. The Contractor specifically agrees to indemnify and hold harmless the Entity from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims that are brought against the Entity. **This waiver has been mutually negotiated by the Contractor and the Entity.** This paragraph does not purport to indemnify the Entity against the liability for damages arising out of bodily injuries or damages caused by or resulting from the gross negligence of the Entity, its elected officials, officers, employees, and agents.
- 24.3 The Contractor's obligations under this section survive termination of the Contract and shall remain in full force and effect for ten (10) years after termination of the Contract.

## 25. INSURANCE

At the execution of this Contract, the Contractor shall provide the Entity with proof of the following insurance coverage. Proof shall be on an ACORD Certificate(s) of Liability Insurance. Each certificate shall show the coverage, deductible, and policy period.

### 25.1. COMMERCIAL GENERAL LIABILITY

\$1,000,000 in annually renewing occurrence-based Commercial General Liability (CGL) coverage or a Business Owners Policy (BOP) showing the broker of record, insurance limits, and renewal dates. The insurance must be maintained throughout the term of this Contract. In no event shall the deductible exceed \$5,000. A "Claims-Made Policy" is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsements excluding nor limiting product/completed operations, contractual liability, or cross liability. The Contractor agrees that its policy is primary and waives its right of subrogation.

Contractor agrees to endorse the Entity as an "Additional Insured" on the CGL or BOP policy with the following or similar endorsement providing equal or broader additional insured coverage: the CG2026 07 04 Additional Insured - Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured - Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor endorsement, including the "Additional Insured" endorsement of CG2037 10 01 Additional Insured - Owners, Contractor - Completed Operations, which shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall include Chelan

County, Douglas County, Grant County, Okanogan County, City of Wenatchee, City of East Wenatchee and the City of Moses Lake.

#### 25.2. AUTOMOBILE LIABILITY

If vehicles are to be used in the performance of work under this Contract, the Contractor shall provide the Entity with proof of \$1,000,000 in annually renewing occurrence-based automobile coverage for all owned, used, or leased vehicles. The insurance must be maintained throughout the term of this Contract. If vehicles are not used, the Contractor shall provide the Entity with a written declaration on company letterhead, that no vehicles will be used in the performance of the Contract.

#### 25.3. FIDELITY INSURANCE

If the Contractor receives \$10,000 or more per year in funding from a granting agency, the Contractor shall provide the Entity with proof of Fidelity Insurance. The insurance must be maintained throughout the term of this Contract. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds, or for issuing financial documents, checks, or other instruments of payment shall be insured to provide protection against loss. The amount of Fidelity coverage secured shall be either \$100,000 or the highest planned reimbursement for the contract period, whichever is lowest. Fidelity Insurance secured pursuant to this paragraph shall name Chelan County, Douglas County, Grant County, Okanogan County, City of Wenatchee, City of East Wenatchee and the City of Moses Lake as beneficiaries.

#### 25.4. ADDITIONAL INSURANCE REQUIREMENTS

All insurers must have an A.M. Best's Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on its premises. In addition, Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to the Entity.

### 26. INTERPRETATION OF CONTRACT

This Contract contains the General Terms and Conditions agreed upon by the parties. In the event of an inconsistency or conflict appearing in this Contract, the following provisions apply:

- 26.1. The order of precedence is as follows:
  - 26.1.1. Federal statutes and regulations
  - 26.1.2. State statutes and regulations
  - 26.1.3. Statement(s) of Work

26.1.4. Special Terms and Conditions

26.1.5. General Terms and Conditions

26.2. Where a term of these General Terms and Conditions conflicts with a term of an associated contract, the term of the associated contract controls. If such interpretation would violate a federal or state statute or contract agreement, the term shall be interpreted in a manner to comply with federal and state statutes and contract agreements.

## 27. LICENSING AND PROGRAM STANDARDS

The Contractor agrees to comply with all applicable federal, state, County, or municipal standards for licensing, certification, and operation of facilities and program, accreditation and licensing of individuals, and for any other applicable standards or criteria as specified in this Contract. The loss of any required accreditation license or other certificate shall be promptly reported to the Entity. The loss of a required license, certification, and/or accreditation will be grounds for termination of a contract by the Entity if the presence of the license or certificate is a legal prerequisite to performing a Contract service.

## 28. LIMITED ENGLISH PROFICIENCY

The Contractor shall comply with Executive Order No. 13166 and take necessary and appropriate actions to ensure that persons with Limited English Proficiency (LEP) have meaningful access and equal opportunity to participate in services, activities, programs, and other benefits associated with this Contract.

## 29. NON-APPROPRIATION

29.1. In the event that funding to the Entity from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of a contract and prior to its normal completion, the Entity may immediately terminate this Contract in whole or in part by providing the Contractor notice.

29.2. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand-delivery, to the receiving party at the address listed on the signature page or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

## 30. NON-SUBSTITUTION FOR LOCAL FUNDING

The Contractor shall not use funds provided under this Contract to supplant local, state, or other federal funds. The Contractor shall not use these funds to replace funding that would otherwise

be made available to the Contractor had this funding not been provided.

### 31. PAY EQUITY

The Contractor agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- 31.1. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- 31.2. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - 31.2.1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - 31.2.2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - 31.2.3. A bona fide regional difference in compensation level must be: consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

### 32. PAYMENT PROVISIONS

#### 32.1. PROVISIONS FOR ALL CONTRACTS

- 32.1.1. No payment to the Contractor shall be made for any service performed by the Contractor that is not within the scope of this Contract.
- 32.1.2. In the event that federal, state, County, City or independent auditors determine that the Contractor has requested and received payment from the Entity for expenses or services that are outside the scope of a contract and/or not allowed by law, the Entity may withhold or suspend payment to the Contractor until such time as disallowed costs are recovered and any corrective action process has been completed. The withholding or suspension of payment under this subsection is not cause for termination of the Contract by Contractor.
- 32.1.3. The Contractor may be required to submit invoices on a Chelan County-approved form accompanied by required reports and documentation.

- 32.1.4. Invoices shall be submitted to the Fiscal Agent no later than the 15<sup>th</sup> of the second month of that contract year for annual payment.
- 32.1.5. Chelan County, as the fiscal agent for the Entity, will make payment to Contractor as soon as practicable but not more than thirty (30) days after an invoice is received and approved by the Entity unless other payment arrangements are approved by the Entity.
- 32.1.6. For services that are also funded by a third party, the Contractor shall provide copies of invoices and/or contracts/SOWs on a quarterly basis in October, January, April, and July, or upon request by an Entity member.
- 32.1.7. The Contractor agrees to allow the Entity to make adjustments to the budget lines and/or project schedule of this Contract when necessary and in the interests of the Contractor and the Entity, provided the total contract amount remains unchanged.

### 33. PROVISIONS FOR COST REIMBURSEMENT CONTRACTS

#### PAYMENT PROVISIONS

In addition to the payment provisions listed in the County Services General Terms and Conditions, the following shall apply:

- 33.1.1. Annual funding amounts for this Contract shall be communicated to Contractor in writing and are contingent upon the County's receipt of funding.
- 33.1.2. First year funding for the period 07/01/24 – 06/30/25 shall not exceed \$408,319.64.
- 33.1.3. Funds may be rolled-over from previous periods.
- 33.1.4. Contractor shall manage program costs so that reimbursement requests do not exceed approved funding.
- 33.1.5. Contractor shall be paid annually. The allowable administrative rate is ten percent (10%) of the annual program costs listed in the Budget Summary and will be deducted from the total annual scope of work allocation.
- 33.1.6. County may withhold payment to the Contractor if deliverable and reporting requirements are not met.

### 33.3. PROVISIONS FOR FEE-FOR-SERVICE CONTRACTS

- 33.3.1. Invoices shall adequately identify services being billed, the month and year of service, the contract number, and be categorized by statement of work/work

order.

- 33.3.2. When the Contract ends, the Contractor must submit a final request for payment within thirty (30) days following the end date.

#### 34. PROHIBITION AGAINST POLITICAL ACTIVITY AND RELIGIOUS ACTIVITY

- 34.1. The Contractor shall not use contract funds or identify contract funds in a manner supporting any partisan or nonpartisan political activity, nor for any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election or any voter registration activity.
- 34.2. The Contractor shall not use contract funds to support inherently religious activities such as religious instruction, worship, or proselytization. Contractor must take steps to separate, in time or location, inherently religious activities from the services funded under this Contract.
- 34.3. The Contractor agrees that no contract funds provided nor personnel employed under this Contract shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, Chapter 15 of Title V, United States Code.

#### 35. PROTECTION OF INDIVIDUAL RIGHTS

- 35.1. Each individual party that makes up the Entity is an equal opportunity employer.
- 35.2. The Contractor shall comply with all federal, state, and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, color, national origin, religion, disability, or familial status.
- 35.3. In the event of the Contractor's non-compliance or refusal to comply, the Entity may terminate this Contract in whole or in part.

#### 36. RECORDS RETENTION

- 37.1. Required records shall be retained by Contractor for a period of at least six (6) years from the expiration or termination date of this Contract except as follows:
- 37.1.1. Records that are the subject of audit finding or a legal proceeding shall be retained for the minimum period or until such audit findings or legal proceeding has been resolved, whichever is later.
- 37.1.2. Records for real property and equipment shall be retained for the minimum period from the date of disposition, replacement, or transfer at the direction of the Entity.
- 37.1.3. Any record with a longer retention schedule for purposes of public records

disclosure shall be retained as required by the Revised Code of Washington (RCW).

- 37.2. If requested by the Entity and to the extent allowed by law, at the end of the records retention period Contractor shall return confidential information to the Entity or certify in writing the destruction of the confidential information.
- 37.3 Contractor acknowledges that each party that makes up the Entity is a public agency that must comply with the Public Records Act (Chapter 42.56 RCW). Contractor agrees and authorizes this Contract to be released, without notice to Contractor, by any party that makes up the Entity if that party receives a public records request where this Contract is a response record.

### 38. RECOVERY OF PAYMENT

If the Entity makes payment for goods or services that were claimed in error or were not allowable costs under the terms of this Contract, the Contractor shall repay the Entity promptly and fully cooperate with the Entity in its recovery efforts.

### 39. RELATIONSHIP OF THE PARTIES

The Contractor, its agents, employees, officers, or representatives, are not employees, agents, or representatives of the Entity (including any party that makes up the Entity) for any purpose, and the employees of the Contractor are not entitled to any of the benefits the Entity provides for its respective employees. The Contractor shall be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors, or others during the performance of any contract. The Entity shall not be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for the Contractor. This Contract is executed for the benefit of the parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

### 40. EQUITY, INCLUSION, AND ANTI-RACISM

Contractor must evaluate their activities under this Contract, and be as equitable and inclusive as possible, ensuring contracted services are being fully utilized and accessed by all the population groups that need them within the Entity's jurisdictional boundaries, to include historically underserved communities such as black, indigenous, and people of color. To do this, the Contractor shall, at minimum:

- 40.1. Identify all the groups in the Entity's jurisdictional boundaries that need the services to be offered, paying particular attention to historically underserved populations.
- 40.2. Center the voices of those who will be impacted or served by the actions, activities, or policies implemented through this contract, particularly the voices of historically

underserved groups; and allowing those voices to shape and influence the conduct of contracted activities.

- 40.3. Track demographics, service delivery, and outcomes in the Contract to see inequities and disproportionality in access and delivery of contracted services when it occurs, and actively take steps to correct inequities found.

#### 41. SEVERABILITY

It is understood and agreed by the Contractor and the Entity that if any part, term, or provision of this Contract is held by a court of competent jurisdiction to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If deletion of the invalid provision substantially alters the intent, purpose, or effect of the Contract, or constitutes a failure of consideration, the Contract may be immediately rescinded or terminated by the Entity. Nothing herein contained shall be construed as giving precedence to provisions of this Contract, any Statement of Work, or any subcontract, over any provision of the law.

#### 42. STANDARDS FOR FISCAL ACCOUNTABILITY

- 42.1. Contractor shall establish a proper accounting system in accordance with generally accepted accounting standards or Entity directives; provided that such directives comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP).
- 42.2. If required by the State of Washington or by this Contract, the Contractor shall maintain books, records, documents, and accounting procedures and practices that accurately reflect all direct and indirect costs and income related to the performance of each contract. Such fiscal books, records, documents, reports, and other data shall be retained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," hereinafter referred to as "BARS," or equivalent accounting method, to allow costs to be tracked to specific revenue sources.
- 42.3. The Entity shall have the right to monitor and audit Contractor's fiscal components to ensure that actual expenditures remain consistent with the terms of this Contract.

#### 43. SURVIVABILITY

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Contract shall so survive. Examples of terms that survive are records retention, fiscal audit, and indemnification requirements, as well as affordability requirements included in many HUD-funded contracts.



#### 44. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

- 44.1. For any Contract funded, in whole or in part, with federal funds subject to Title VI of the Civil Rights Act of 1964, as amended, the following term applies:

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Contractors of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

#### 45. TOBACCO SMOKE

By signing this Contract, the Contractor certifies that it complies with 20 U.S.C. 7183, also known as the "Pro-Children Act of 1994," by not allowing smoking in any portion of any indoor structure routinely owned or leased or contracted by the Contractor and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

The United States Public Health Services (PHS) strongly encourages all grant recipients and contractors to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

#### 46. TRAVEL

All mileage reimbursement requests shall include date, location, and event documentation or an event description, and mileage and rates. Payment for travel expenses will be made on a reimbursement basis only.

- 46.1. The following travel related expenses are allowable costs if incurred in conjunction with travel for the performance of work under contract with Entity.

- 46.1.1. Actual costs of air, bus, train, taxi, tolls, car rentals and parking fees. Personal automobile usage will be reimbursed at the prevailing rate per mile published by the IRS for business use. An itemized receipt, which must be provided to the

Entity, is required with each reimbursement request.

- 46.1.2. Mileage shall be calculated from the Contractor's business location to the travel destination. In instances where personal automobile usage exceeds the cost of airfare, reimbursement will be limited to the cost of traveling to the same destination by coach/economy class airfare. An itemized receipt, which must be provided to the Entity, is required with each reimbursement request.
- 46.1.3. The actual cost of hotel accommodations at the single occupancy rate is an allowable expense when traveling on business required under this Contract. The lowest possible rate should be requested. An itemized receipt, which must be provided to the Entity, is required with each reimbursement request.
- 46.1.5. Other reasonable and ordinary expenses that are related to the performance of the Contract and incurred by the Contractor while on official business. Examples of these costs are registration fees, expedited shipping, and specialized software subscriptions. Itemized receipts are required to be provided to the Entity.

#### 47. WAIVER OF DEFAULT

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract.

**EXHIBIT A TO CONTRACT**  
**ONE WASHINGTON MEMORANDUM OF UNDERSTANDING**  
**BETWEEN WASHINGTON MUNICIPALITIES**

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

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

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

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

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

**A. Definitions**

As used in this MOU:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C. Regional Agreements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### E. General Terms

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

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

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

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

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

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

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

## EXHIBIT B TO CONTACT

(ALSO IS EXHIBIT A TO ONE WA MOU)

### 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 tele-mentoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

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

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

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



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

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

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

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

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

prevention, and recovery services for persons with OUD and any co- occurring SUD/MH conditions, co-usage, and/or co-addiction.

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

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

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

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

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

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

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

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

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

PART TWO: PREVENTION

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

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

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

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

**G. PREVENT MISUSE OF OPIOIDS**

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

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

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

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

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

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

PART THREE: OTHER STRATEGIES

**I. FIRST RESPONDERS**

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

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

**J. LEADERSHIP, PLANNING AND COORDINATION**

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

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

**K. TRAINING**

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

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



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

**L. RESEARCH**

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

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

County	Local Government	Distr. Exhibit G Allocation	Settlement Alternatives		
			\$250M	\$375M	\$500M

**Adams County**

Adams County	0.1638732475%	\$409,683	\$614,525	\$819,366
Hatton				
Lind				
Othello				
Ritzville				
Washtucna				
<b>County Total:</b>	0.1638732475%	\$409,683	\$614,525	\$819,366

**Asotin County**

Asotin County	0.4694498386%	\$1,173,625	\$1,760,437	\$2,347,249
Asotin				
Clarkston				
<b>County Total:</b>	0.4694498386%	\$1,173,625	\$1,760,437	\$2,347,249

**Benton County**

Benton County	1.4848831892%	\$3,712,208	\$5,568,312	\$7,424,416
Benton City				
Kennewick	0.5415650564%	\$1,353,913	\$2,030,869	\$2,707,825
Prosser				
Richland	0.4756779517%	\$1,189,195	\$1,783,792	\$2,378,390
West Richland	0.0459360490%	\$114,840	\$172,260	\$229,680
<b>County Total:</b>	2.5480622463%	\$6,370,156	\$9,555,233	\$12,740,311

**Chelan County**

Chelan County <sup>^</sup>	0.7434914485%	\$1,858,729	\$2,788,093	\$3,717,457
Cashmere				
Chelan				
Entiat				

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

<sup>^</sup> - Litigating Subdivision listed in Exhibit C to Distributor Settlement Agreement

Leavenworth				
Wenatchee	0.2968333494 %	\$742,083	\$1,113,125	\$1,484,167
<b>County Total:</b>	1.0403247979 %	\$2,600,812	\$3,901,218	\$5,201,624

### Clallam County

Clallam County^	1.3076983401 %	\$3,269,24 6	\$4,903,869	\$6,538,492
Forks				
Port Angeles	0.4598370527 %	\$1,149,59 3	\$1,724,389	\$2,299,185
Sequim				
<b>County Total:</b>	1.7675353928 %	\$4,418,83 8	\$6,628,258	\$8,837,677

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

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

County	Local Government	Distr. Exhibit G Allocation	Settlement Alternatives		
			\$250M	\$375M	\$500M

**Clark County**

Clark County^	4.5149775326 %	\$11,287,444	\$16,931,166	\$22,574,888
Battle Ground	0.1384729857 %	\$346,182	\$519,274	\$692,365
Camas	0.2691592724 %	\$672,898	\$1,009,347	\$1,345,796
La Center				
Ridgefield				
Vancouver^	1.7306605325 %	\$4,326,651	\$6,489,977	\$8,653,303
Washougal	0.1279328220 %	\$319,832	\$479,748	\$639,664
Woodland***				
Yacolt				
<b>County Total:</b>	6.7812031452 %	\$16,953,008	\$25,429,512	\$33,906,016

**Columbia County**

Columbia County	0.0561699537%	\$140,425	\$210,637	\$280,850
Dayton				
Starbuck				
<b>County Total:</b>	0.0561699537%	\$140,425	\$210,637	\$280,850

**Cowlitz County**

Cowlitz County	1.7226945990 %	\$4,306,736	\$6,460,105	\$8,613,473
Castle Rock				
Kalama				
Kelso	0.1331145270 %	\$332,786	\$499,179	\$665,573
Longview	0.6162736905 %	\$1,540,684	\$2,311,026	\$3,081,368
Woodland***				
<b>County Total:</b>	2.4720828165 %	\$6,180,207	\$9,270,311	\$12,360,414

**Douglas County**

Douglas County	0.3932175175	\$983,044	\$1,474,566	\$1,966,088
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\*\*\* - Local Government appears in multiple counties

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

	%			
Bridgeport				
Coulee Dam***				
East Wenatchee	0.0799810865	\$199,953	\$299,929	\$399,905
	%			
Mansfield				
Rock Island				
Waterville				
<b>County Total:</b>	0.4731986040	\$1,182,997	\$1,774,495	\$2,365,993
	%			

**Ferry County**

Ferry County	0.1153487994%	\$288,372	\$432,558	\$576,744
Republic				
<b>County Total:</b>	0.1153487994%	\$288,372	\$432,558	\$576,744

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

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

County	Local Government	Distr. Exhibit G Allocation	Settlement Alternatives		
			\$250M	\$375M	\$500M

**Franklin County**

Franklin County^	0.3361237144 %	\$840,309	\$1,260,464	\$1,680,619
Connell				
Kahlotus				
Mesa				
Pasco	0.4278056066 %	\$1,069,514	\$1,604,271	\$2,139,028
<b>County Total:</b>	<b>0.7639293210 %</b>	<b>\$1,909,823</b>	<b>\$2,864,735</b>	<b>\$3,819,647</b>

**Garfield County**

Garfield County	0.0321982209%	\$80,496	\$120,743	\$160,991
Pomeroy				
<b>County Total:</b>	<b>0.0321982209%</b>	<b>\$80,496</b>	<b>\$120,743</b>	<b>\$160,991</b>

**Grant County**

Grant County	0.9932572167%	\$2,483,143	\$3,724,715	\$4,966,286
Coulee City				
Coulee Dam***				
Electric City				
Ephrata				
George				
Grand Coulee				
Hartline				
Krupp				
Mattawa				
Moses Lake	0.2078293909%	\$519,573	\$779,360	\$1,039,147
Quincy				
Royal City				
Soap Lake				
Warden				
Wilson Creek				
<b>County Total:</b>	<b>1.2010866076%</b>	<b>\$3,002,717</b>	<b>\$4,504,075</b>	<b>\$6,005,433</b>

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

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County	Local Government	Distr. Exhibit G Allocation	Settlement Alternatives		
			\$250M	\$375M	\$500M

**Grays Harbor County**

Grays Harbor County	0.9992429138 %	\$2,498,107	\$3,747,161	\$4,996,215
Aberdeen	0.2491525333 %	\$622,881	\$934,322	\$1,245,763
Cosmopolis				
Elma				
Hoquiam				
McCleary				
Montesano				
Oakville				
Ocean Shores				
Westport				
<b>County Total:</b>	1.2483954471 %	\$3,120,989	\$4,681,483	\$6,241,977

**Island County**

Island County^	0.6820422610 %	\$1,705,106	\$2,557,658	\$3,410,211
Coupeville				
Langley				
Oak Harbor	0.2511550431 %	\$627,888	\$941,831	\$1,255,775
<b>County Total:</b>	0.9331973041 %	\$2,332,993	\$3,499,490	\$4,665,987

**Jefferson County**

Jefferson County^	0.4417137380 %	\$1,104,284	\$1,656,427	\$2,208,569
Port Townsend				
<b>County Total:</b>	0.4417137380 %	\$1,104,284	\$1,656,427	\$2,208,569

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

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

County	Local Government	Distr. Exhibit G Allocation	Settlement Alternatives		
			\$250M	\$375M	\$500M

**King County**

King County^	13.9743722662 %	\$34,935,931	\$52,403,896	\$69,871,861
Algona				
Auburn***	0.2622774917 %	\$655,694	\$983,541	\$1,311,387
Beaux Arts Village				
Bellevue	1.1300592573 %	\$2,825,148	\$4,237,722	\$5,650,296
Black Diamond				
Bothell***	0.1821602716 %	\$455,401	\$683,101	\$910,801
Burien	0.0270962921 %	\$67,741	\$101,611	\$135,481
Carnation				
Clyde Hill				
Covington	0.0118134406 %	\$29,534	\$44,300	\$59,067
Des Moines	0.1179764526 %	\$294,941	\$442,412	\$589,882
Duvall				
Enumclaw***	0.0537768326 %	\$134,442	\$201,663	\$268,884
Federal Way	0.3061452240 %	\$765,363	\$1,148,045	\$1,530,726
Hunts Point				
Issaquah	0.1876240107 %	\$469,060	\$703,590	\$938,120
Kenmore	0.0204441024 %	\$51,110	\$76,665	\$102,221
Kent^	0.5377397676 %	\$1,344,349	\$2,016,524	\$2,688,699
Kirkland^	0.5453525246 %	\$1,363,381	\$2,045,072	\$2,726,763
Lake Forest Park	0.0525439124 %	\$131,360	\$197,040	\$262,720
Maple Valley	0.0093761587 %	\$23,440	\$35,161	\$46,881
Medina				
Mercer Island	0.1751797481 %	\$437,949	\$656,924	\$875,899
Milton***				
Newcastle	0.0033117880 %	\$8,279	\$12,419	\$16,559
Normandy Park				
North Bend				

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

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



Pacific***					
Redmond	0.4839486007 %	\$1,209,872	\$1,814,807	\$2,419,743	
Renton	0.7652626920 %	\$1,913,157	\$2,869,735	\$3,826,313	
Sammamish	0.0224369090 %	\$56,092	\$84,138	\$112,185	
SeaTac	0.1481551278 %	\$370,388	\$555,582	\$740,776	
Seattle^	6.6032403816 %	\$16,508,101	\$24,762,151	\$33,016,202	
Shoreline	0.0435834501 %	\$108,959	\$163,438	\$217,917	
Skykomish					
Snoqualmie	0.0649164481 %	\$162,291	\$243,437	\$324,582	
Tukwila	0.3032205739 %	\$758,051	\$1,137,077	\$1,516,103	
Woodinville	0.0185516364 %	\$46,379	\$69,569	\$92,758	
Yarrow Point					
<b>County Total:</b>	26.0505653608 %	\$65,126,413	\$97,689,620	\$130,252,827	

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

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

County	Local Government	Distr. Exhibit G Allocation	Settlement Alternatives		
			\$250M	\$375M	\$500M

**Kitsap County**

Kitsap County^	2.6294133668%	\$6,573,533	\$9,860,300	\$13,147,067
Bainbridge Island^	0.1364686014%	\$341,172	\$511,757	\$682,343
Bremerton	0.6193374389%	\$1,548,344	\$2,322,515	\$3,096,687
Port Orchard	0.1009497162%	\$252,374	\$378,561	\$504,749
Poulsbo	0.0773748246%	\$193,437	\$290,156	\$386,874
<b>County Total:</b>	<b>3.5635439479%</b>	<b>\$8,908,860</b>	<b>\$13,363,290</b>	<b>\$17,817,720</b>

**Kittitas County**

Kittitas County^	0.3855704683%	\$963,926	\$1,445,889	\$1,927,852
Cle Elum				
Ellensburg	0.0955824915%	\$238,956	\$358,434	\$477,912
Kittitas				
Roslyn				
South Cle Elum				
<b>County Total:</b>	<b>0.4811529598%</b>	<b>\$1,202,882</b>	<b>\$1,804,324</b>	<b>\$2,405,765</b>

**Klickitat County**

Klickitat County	0.2211673457%	\$552,918	\$829,378	\$1,105,837
Bingen				
Goldendale				
White Salmon				
<b>County Total:</b>	<b>0.2211673457%</b>	<b>\$552,918</b>	<b>\$829,378</b>	<b>\$1,105,837</b>

**Lewis County**

Lewis County^	1.0777377479%	\$2,694,344	\$4,041,517	\$5,388,689
Centralia	0.1909990353%	\$477,498	\$716,246	\$954,995
Chehalis				
Morton				
Mossyrock				
Napavine				
Pe Ell				

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

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

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 Toledo
 

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 Vader
 

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 Winlock
 

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<b>County</b>	1.2687367832%	\$3,171,842	\$4,757,763	\$6,343,68
<b>Total:</b>				4

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

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

County	Local Government	Distr. Exhibit G Allocation	Settlement Alternatives		
			\$250M	\$375M	\$500M

**Lincoln County**

Lincoln County^	0.1712669645%	\$428,167	\$642,251	\$856,335
Almira				
Creston				
Davenport				
Harrington				
Odessa				
Reardan				
Sprague				
Wilbur				
<b>County Total:</b>	0.1712669645%	\$428,167	\$642,251	\$856,335

**Mason County**

Mason County	0.8089918012%	\$2,022,480	\$3,033,719	\$4,044,959
Shelton	0.1239179888%	\$309,795	\$464,692	\$619,590
<b>County Total:</b>	0.9329097900%	\$2,332,274	\$3,498,412	\$4,664,549

**Okanogan County**

Okanogan County	0.6145043345%	\$1,536,261	\$2,304,391	\$3,072,522
Brewster				
Conconully				
Coulee Dam***				
Elmer City				
Nespelem				
Okanogan				
Omak				
Oroville				
Pateros				
Riverside				
Tonasket				
Twisp				
Winthrop				
<b>County Total:</b>	0.6145043345%	\$1,536,261	\$2,304,391	\$3,072,522

**Pacific County**

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

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

Pacific County	0.4895416466 %	\$1,223,85 4	\$1,835,781	\$2,447,708
Ilwaco				
Long Beach				
Raymond				
South Bend				
<b>County Total:</b>	0.4895416466 %	\$1,223,85 4	\$1,835,781	\$2,447,708

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

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

County	Local Government	Distr. Exhibit G Allocation	Settlement Alternatives		
			\$250M	\$375M	\$500M

**Pend Oreille County**

Pend Oreille County	0.2566374940%	\$641,594	\$962,391	\$1,283,187
Cusick				
Ione				
Metaline				
Metaline Falls				
Newport				
<b>County Total:</b>	0.2566374940%	\$641,594	\$962,391	\$1,283,187

**Pierce County**

Pierce County^	7.2310164020%	\$18,077,541	\$27,116,312	\$36,155,082
Auburn***	0.0628522112%	\$157,131	\$235,696	\$314,261
Bonney Lake	0.1190773864%	\$297,693	\$446,540	\$595,387
Buckley				
Carbonado				
DuPont				
Eatonville				
Edgewood	0.0048016791%	\$12,004	\$18,006	\$24,008
Enumclaw***	0.0000000000%	\$0	\$0	\$0
Fife	0.1955185481%	\$488,796	\$733,195	\$977,593
Fircrest				
Gig Harbor	0.0859963345%	\$214,991	\$322,486	\$429,982
Lakewood^	0.5253640894%	\$1,313,410	\$1,970,115	\$2,626,820
Milton***				
Orting				
Pacific***				
Puyallup	0.3845704814%	\$961,426	\$1,442,139	\$1,922,852
Roy				
Ruston				
South Prairie				
Steilacoom				
Sumner	0.1083157569%	\$270,789	\$406,184	\$541,579
Tacoma^	3.2816374617%	\$8,204,094	\$12,306,140	\$16,408,187
University Place	0.0353733363%	\$88,433	\$132,650	\$176,867
Wilkeson				
<b>County Total:</b>	12.0345236870%	\$30,086,309	\$45,129,464	\$60,172,618

County

**San Juan**

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

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

San Juan County^	0.2101495171%	\$525,374	\$788,061	\$1,050,748
Friday Harbor				
<b>County Total:</b>	0.2101495171%	\$525,374	\$788,061	\$1,050,748

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

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

County	Local Government	Distr. Exhibit G Allocation	Settlement Alternatives		
			\$250M	\$375M	\$500M

**Skagit County**

Skagit County^	1.0526023961 %	\$2,631,506	\$3,947,259	\$5,263,012
Anacortes^	0.1774962906 %	\$443,741	\$665,611	\$887,481
Burlington^	0.1146861661 %	\$286,715	\$430,073	\$573,431
Concrete				
Hamilton				
La Conner				
Lyman				
Mount Vernon^	0.2801063665 %	\$700,266	\$1,050,399	\$1,400,532
Sedro-Woolley^	0.0661146351 %	\$165,287	\$247,930	\$330,573
<b>County Total:</b>	1.6910058544 %	\$4,227,515	\$6,341,272	\$8,455,029

**Skamania County**

Skamania County	0.1631931925%	\$407,983	\$611,974	\$815,966
North Bonneville				
Stevenson				
<b>County Total:</b>	0.1631931925%	\$407,983	\$611,974	\$815,966

**Snohomish County**

Snohomish County^	6.9054415622 %	\$17,263,604	\$25,895,406	\$34,527,208
Arlington	0.2620524080 %	\$655,131	\$982,697	\$1,310,262
Bothell***	0.2654558588 %	\$663,640	\$995,459	\$1,327,279
Brier				
Darrington				
Edmonds	0.3058936009 %	\$764,734	\$1,147,101	\$1,529,468
Everett^	1.9258363241 %	\$4,814,591	\$7,221,886	\$9,629,182
Gold Bar				
Granite Falls				
Index				
Lake Stevens	0.1385202891	\$346,301	\$519,451	\$692,601

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

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



	%				
Lynnwood	0.7704629214	\$1,926,157	\$2,889,236	\$3,852,315	
	%				
Marysville	0.3945067827	\$986,267	\$1,479,400	\$1,972,534	
	%				
Mill Creek	0.1227939546	\$306,985	\$460,477	\$613,970	
	%				
Monroe	0.1771621898	\$442,905	\$664,358	\$885,811	
	%				
Mountlake Terrace	0.2108935805	\$527,234	\$790,851	\$1,054,468	
	%				
Mukilteo	0.2561790702	\$640,448	\$960,672	\$1,280,895	
	%				
Snohomish	0.0861097964	\$215,274	\$322,912	\$430,549	
	%				
Stanwood					
Sultan					
Woodway					
<b>County</b>	11.8213083387	\$29,553,27	\$44,329,90	\$59,106,54	
<b>Total:</b>	%	1	6	2	

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

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

County	Local Government	Distr. Exhibit G Allocation	Settlement Alternatives		
			\$250M	\$375M	\$500M

**Spokane County**

Spokane County^	5.5623859292 %	\$13,905,965	\$20,858,947	\$27,811,930
Airway Heights				
Cheney	0.1238454349 %	\$309,614	\$464,420	\$619,227
Deer Park				
Fairfield				
Latah				
Liberty Lake	0.0389636519 %	\$97,409	\$146,114	\$194,818
Medical Lake				
Millwood				
Rockford				
Spangle				
Spokane^	3.0872078287 %	\$7,718,020	\$11,577,029	\$15,436,039
Spokane Valley	0.0684217500 %	\$171,054	\$256,582	\$342,109
Waverly				
<b>County Total:</b>	8.8808245947 %	\$22,202,061	\$33,303,092	\$44,404,123

**Stevens County**

Stevens County	0.7479240179 %	\$1,869,810	\$2,804,715	\$3,739,620
Chewelah				
Colville				
Kettle Falls				
Marcus				
Northport				
Springdale				
<b>County Total:</b>	0.7479240179 %	\$1,869,810	\$2,804,715	\$3,739,620

**Thurston County**

Thurston County^	2.3258492094 %	\$5,814,623	\$8,721,935	\$11,629,246
Bucoda				
Lacey	0.2348627221 %	\$587,157	\$880,735	\$1,174,314

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

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

Olympia^	0.6039423385 %	\$1,509,856	\$2,264,784	\$3,019,712
Rainier				
Tenino				
Tumwater	0.2065982350 %	\$516,496	\$774,743	\$1,032,991
Yelm				
<b>County Total:</b>	3.3712525050 %	\$8,428,131	\$12,642,197	\$16,856,263

**Wahkiakum County**

Wahkiakum County	0.0596582197%	\$149,146	\$223,718	\$298,291
Cathlamet				
<b>County Total:</b>	0.0596582197%	\$149,146	\$223,718	\$298,291

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

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

County	Local Government	Distr. Exhibit G Allocation	Settlement Alternatives		
			\$250M	\$375M	\$500M

**Walla Walla County**

Walla Walla County^	0.5543870294 %	\$1,385,968	\$2,078,951	\$2,771,935
College Place				
Prescott				
Waitsburg				
Walla Walla	0.3140768654 %	\$785,192	\$1,177,788	\$1,570,384
<b>County Total:</b>	<b>0.8684638948 %</b>	<b>\$2,171,160</b>	<b>\$3,256,740</b>	<b>\$4,342,319</b>

**Whatcom County**

Whatcom County^	1.3452637306%	\$3,363,159	\$5,044,739	\$6,726,319
Bellingham	0.8978614577%	\$2,244,654	\$3,366,980	\$4,489,307
Blaine				
Everson				
Ferndale	0.0646101891%	\$161,525	\$242,288	\$323,051
Lynden	0.0827115612%	\$206,779	\$310,168	\$413,558
Nooksack				
Sumas				
<b>County Total:</b>	<b>2.3904469386%</b>		<b>\$5,976,117</b>	<b>\$8,964,176</b>

**Whitman County**

Whitman County^	0.2626805837%	\$656,701	\$985,052	\$1,313,403
Albion				
Colfax				
Colton				
Endicott				
Farmington				
Garfield				
LaCrosse				
Lamont				
Malden				
Oakesdale				
Palouse				
Pullman	0.2214837491%	\$553,709	\$830,564	\$1,107,419
Rosalia				
St. John				
Tekoa				

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

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

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<b>County Total:</b>	0.4841643328%	\$1,210,411	\$1,815,616
			<u>\$2,420,822</u>

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

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

County	Local Government	Distr. Exhibit G Allocation	Settlement Alternatives		
			\$250M	\$375M	\$500M

**Yakima County**

Yakima County	1.9388392959%	\$4,847,098	\$7,270,647	\$9,694,196
Grandview	0.0530606109%	\$132,652	\$198,977	\$265,303
Granger				
Harrah				
Mabton				
Moxee				
Naches				
Selah				
Sunnyside	0.1213478384%	\$303,370	\$455,054	\$606,739
Tieton				
Toppenish				
Union Gap				
Wapato				
Yakima	0.6060410539%	\$1,515,103	\$2,272,654	\$3,030,205

Zillah

<b>County Total:</b>	2.7192887991%	\$6,798,222	\$10,197,333	\$13,596,444
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## EXHIBIT D TO CONTRACT

### ENTITY'S PRIORITIES GOVERNING THE ALLOCATION OF FUNDS

#### First Priority -Treatment:

- a. Treat Opioid Use Disorder (OUD):
  - Improve immediate access to inpatient treatment and Detox (preference is medically assisted program) with a prioritization of populations who are unhoused and in the re-entry program.
- b. Support People in Treatment and Recovery:
  - Improve coordination between systems to improve access to community resources and housing.

#### Second Priority - Other areas:

- a. First Responders:
  - Current and future law enforcement expenditures relating to the opioid epidemic.
  - Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
- b. Leadership, planning and coordination:
  - 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 the treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

#### Third Priority -Prevention:

- a. Prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids.
- b. Prevent misuse of opioids.
- c. Prevent overdose deaths and other harms.

**K23-148**

**EXHIBIT E TO CONTRACT**

**INTERLOCAL AGREEMENT ESTABLISHING NORTH CENTRAL WASHINGTON  
OPIOID ABATEMENT COUNCIL**

INTERLOCAL AGREEMENT BETWEEN  
CHELAN COUNTY, DOUGLAS COUNTY, GRANT COUNTY, OKANOGAN COUNTY,  
CITY OF WENATCHEE, CITY OF EAST WENATCHEE, AND CITY OF MOSES LAKE

This Agreement is made by and between Chelan County, Douglas County, Grant County, Okanogan County and the cities of Wenatchee, East Wenatchee, and Moses Lake, which are collectively referred to as "Participating Local Governments" as that term is defined in the One Washington Memorandum of Understanding Between Washington Municipalities, for the purpose of establishing the Opioid Abatement Council (OAC) for the North Central Region, The Parties to this Agreement mutually agree to the terms contained herein.

RECITALS

A. Chelan, Douglas, Grant, and Okanogan counties and the cities of Wenatchee, East Wenatchee, and Moses Lake are Participating Local Governments in the National Prescription Opiate Litigation, United States District Court for the Northern District of Ohio, Case No. 1 : 17md-02804-DAP.

B. Chelan, Douglas, Grant, and Okanogan counties and the cities of Wenatchee, East Wenatchee, and Moses Lake are also Participating Local Governments 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.

c. Chelan, Douglas, Grant, and Okanogan counties and the cities of Wenatchee, East Wenatchee, and Moses Lake are also Participants to the Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State (Allocation Agreement), a copy of which is attached hereto as Attachment B and fully incorporated herein.

D. Chelan, Douglas, Grant, and Okanogan counties and the cities of Wenatchee, East Wenatchee, and Moses Lake have received the initial funds, and anticipate receipt of other funds, resulting from settlements with and/or litigation against opioid pharmaceutical supply chain participants.

E. Funds allocated to Chelan, Douglas, Grant, and Okanogan counties and the cities of Wenatchee, East Wenatchee, and Moses Lake pursuant to the One WA MOU, the Allocation Agreement, and other funds resulting from settlements with and/or litigation against opioid pharmaceutical supply chain participants shall be collectively referred to herein as "Opioid

Funds."



F. Chelan, Douglas, Grant, and Okanogan counties as well as the cities of Wenatchee, East Wenatchee and Moses Lake seek to establish the North Central Washington Opioid Abatement Council (NCW-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 administering Opioid Funds allocated to Chelan, Douglas, Grant, and Okanogan counties as well as the cities of Wenatchee, East Wenatchee and Moses Lake 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. Tribal members are subject to separate agreements concerning Opioid Funds, are not subject to the One WA MOU or the Allocation Agreement described herein.

H. This Agreement does not contemplate a joint budget between the Participating Local Governments referenced herein, nor does this Agreement contemplate the joint acquisition of property by the Participating Local Governments.

#### AGREEMENT

1. The foregoing Recitals A through H are true and correct and are incorporated herein by reference as if fully set forth herein.

2. Chelan, Douglas, Grant, and Okanogan counties and the cities of Wenatchee, East Wenatchee and Moses Lake or their designees hereby make up the membership of the NCWOAC pursuant to Section C.4.h of the One WA MOU and pursuant to Section 15 of the Allocation Agreement. Each Participating Local Government shall appoint a person qualified under Section C.4.i of the One WA MOU to the NCW-OAC.

3. Pursuant to the One WA MOU Sections C.4.d and C.4.e, each Participating Local Government elects to receive direct payment of the settlement funds for use for Approved Purposes, as that term is defined in the One WA MOU, and Section 8 of the Allocation Agreement, and each Participating Local Government shall maintain full discretion over the use and distribution of their respective allocation of Opioid Funds, provided that the Opioid Funds are used solely for Approved Purposes and for administrative costs as stated in Section 4 of this Agreement.

4. Ten percent (10%) of Opioid Funds allocated to the Participating Local Governments will be reserved, on an annual basis, for administrative costs related to NCWOAC. Participating Local Governments or their designees will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Approved Purposes in proportion to the Opioid Funds received by each Participating Local Government.

5. 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. Records requested by the public shall be produced in accordance with Washington's Public Records Act, RCW 42.56.001 et seq.

6. The NCW-OAC will be responsible for the actions described in Section C.4.j. of the One WA MOLT. The NCW-OAC may contract with a third party to carry out any or all of the actions described in Section C,4.j of the One WA MOU.

7. Each Participating Local Government shall be responsible for undertaking the actions provided in Section C.4.g of the One WA MOU.

8. If any Party to this Agreement believes another Party violated the terms of this Agreement, the One WA MOU, and/or the Allocation Agreement, the alleging Party may seek judicial enforcement of the terms of this Agreement, the One WA MOU, and/or the Allocation Agreement. The Parties hereby stipulate that venue of any action shall be in accordance with Section E.3 of the One WA MOU. 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. If any agreements are entered into by NCW-OAC, these subsequent agreements shall be subject to the terms and conditions of this Agreement establishing the NCW-OAC as it may be amended or superseded from time to time, except that in the event of an inconsistency between this Agreement and subsequent agreements, 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. This Agreement, as it may be amended or superseded from time to time.
- d. Any other material incorporated herein by written reference.
- e. Subsequent agreements.

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

12. 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.

13. This Agreement shall take effect upon the date of its full execution, and shall be

filed with the respective county auditors or listed on the Participating Local Governments' respective websites as provided for in RCW 39.34.040. No amendments to this Agreement shall be valid or binding on any Party unless such changes or additions are in writing and executed by all Parties.

14. 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.

Approved this day of June, 2023

CHELAN COUNTY BOARD OF COMMISSIONERS



Tiffany Gering  
Tiffany Gering, Chair

Shon Smith  
Shon Smith, Commissioner

Kevin Overbay  
Kevin Overbay, Commissioner

Attest:

Carlye Baity  
Carlye Baity, Clerk of the Board

Approved this day of \_\_\_\_\_, 2023

DOUGLAS COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Dan Sutton, Chair

\_\_\_\_\_  
Kyle Steinburg, Commissioner

\_\_\_\_\_  
Marc Straub, Commissioner

Attest:

\_\_\_\_\_  
Tiana Rowland, Clerk of the Board

filed with the respective county auditors or listed on the Participating Local Governments' respective websites as provided for in RCW 39.34.040. No amendments to this Agreement shall be valid or binding on any Party unless such changes or additions are in writing and executed by all Parties.

14. 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.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**CHELAN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Tiffany Gering, Chair

\_\_\_\_\_  
Shon Smith, Commissioner

\_\_\_\_\_  
Kevin Overbay, Commissioner

Attest:

\_\_\_\_\_  
Carlye Baity, Clerk of the Board

Approved this \_\_\_\_\_ day of June, 2023

**DOUGLAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Dan Sutton, Chair

\_\_\_\_\_  
Kyle Steinburg, Commissioner

\_\_\_\_\_  
Marc Straub, Commissioner

Attest:

\_\_\_\_\_  
*[Signature]*



Approved this \_\_\_\_\_ of \_\_\_\_\_

Tiana Rowland, Clerk of the Board

4

L) day Of June, 2023

GRANT COUNTY BOARD OF COMMISSIONERS

Excused

Danny Stone, Chair

[Signature]

Rob Jones, Commissioner

[Signature]

Cindy Carter, Commissioner

Attest:

[Signature]

Barb J, Va quez, Clerk f the Board

Approved this \_\_\_\_\_ day of 2023

OKANOGAN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Andy Hover, Chair

\_\_\_\_\_  
Chris Branch, Commissioner

\_\_\_\_\_  
Jim DeTro, Commissioner

Attest:

\_\_\_\_\_  
Lanie Johns, Clerk of the Board

Approved this \_\_\_\_\_ of \_\_\_\_\_

5

\_\_\_\_\_ day 2023

GRANT COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Danny Stone, Chair

\_\_\_\_\_  
Rob Jones, Commissioner

\_\_\_\_\_  
Cindy Carter, Commissioner

Attest:

\_\_\_\_\_  
Barbara J. Vasquez, Clerk of the Board

Approved this \_\_\_\_\_ day of June, 2023

OKANOGAN COUNTY BOARD OF COMMISSIONERS

Chris Branch  
\_\_\_\_\_  
Chris Branch, Chair

Andy Hoyer  
\_\_\_\_\_  
Andy Hoyer, Commissioner

Jon Neal  
\_\_\_\_\_  
Jon Neal, Commissioner

Attest:

Laleña Johns  
\_\_\_\_\_  
Laleña Johns, CMC, Clerk of the Board



Approved this of

5

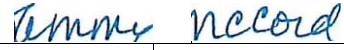
Approved this \_\_\_\_\_ of \_\_\_\_\_

Approved this 8<sup>th</sup> day of June, 2023

CITY OF WENATCHEE

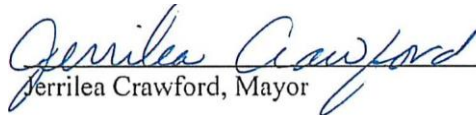
  
\_\_\_\_\_  
Frank Kuntz, Mayor

Attest:

  
\_\_\_\_\_  
Tammy McCor, City Clerk

Approved this \_\_\_\_\_ day of June, 2023

CITY OF EAST WENATCHEE

  
\_\_\_\_\_  
Jerrilea Crawford, Mayor

Attest:

  
\_\_\_\_\_  
Laura Leon, City Clerk

Approved this \_\_\_\_\_ day of 2023  
\_\_\_\_\_

CITY OF MOSES LAKE

\_\_\_\_\_  
Kevin Fuhr, Interim City Manager

Attest:

\_\_\_\_\_  
Debbie Burke, City Clerk



CITY OF WENATCHEE

---

Frank Kuntz, Mayor

Attest:

---

Tammy McCord, City Clerk

Approved this \_\_\_\_\_ day of 2023

CITY OF EAST WENATCHEE

---

Jerrilea Crawford, Mayor

Attest:

---

Laura Leon, City Clerk

Approved this \_\_\_\_\_ day of 2023

CITY OF MOSES LAKE

*Kevin Fuhr*

---

Kevin Fuhr, Interim City Manager

Attest:

Debbie Eke

---

Debbie Burke, City Clerk

Approved this \_\_\_\_\_ of \_\_\_\_\_  
Regional ILA Establishing  
Page 6 of 6

Document Ref: 6NNUJ-XVKQL-JPCCT-EM4G3

Page 7

# Signature Certificate

Reference numberd 6NNUJ-XVKQL-JPCCT-EM4G3

Signature

Signer	Timestamp
<b>Kevin Fuhr</b> Email: kfuhr@cityofml.com Shared via link	
Sent: 16 Jun 2023 17:10:53 UTC	Viewed: 22 Jun 2023 UTC
Signed:	22 Jun 2023 01:27:36 UTC

IP address: 174.216.158.31  
Location: Washington, United States

Debbie garke

IP address: 63.135.54.162  
Location: Moses Lake, United States

<b>Debbie Burke</b> Email: dburke@cityofml.com	
Sent: 16 Jun 2023 UTC	
Viewed: 16 Jun 2023 UTC	Signed: 22 Jun 2023 UTC
UTC Recipient Verification:	
'Email verified	16 Jun 2023 19:16:31 UTC

Document completed by all parties on: 22 Jun 2023 19:34:15 UTC

Page 1 of 1

Signed with PandaDoc

PandaDoc is a document workflow and certified Signature solution trusted by 40,000+ companies worldwide.

**EXHIBIT F TO CONTRACT**

**NCWOAC MEMBER PROPOSAL/BUDGET SUMMARY SHEET**

BUDGET SUMMARY		
Payment Type	Description	Amount
Installment	Program Costs	\$
	Admin	\$
	Total	\$

BUDGET SUMMARY		
Payment Type	Description	Amount
Installment	Program Costs	\$
	Admin	\$
	Total	\$

BUDGET SUMMARY		
Payment Type	Description	Amount
Installment	Program Costs	\$
	Admin	\$
	Total	\$

<b>Total Contract Expenses</b>	\$
--------------------------------	----

**EXHIBIT G TO CONTRACT  
ENTITY FUNDING SUMMARY**

<b>FUNDING ENTITY</b>	<b>ANNUAL AMOUNT</b>	<b>TOTAL AMOUNT</b>
Chelan County	\$105,733.95	\$528,669.74
Douglas County	\$55,920.54	\$279,602.68
Grant County	\$141,253.82	\$706,269.10
Okanogan County	\$29,779.40	\$148,896.99
City of East Wenatchee	\$3,875.95	\$19,379.76
City of Moses Lake	\$29,555.98	\$147,779.90
City of Wenatchee	\$42,200.00	\$211,000
<b>CONTRACT TOTAL:</b>	\$408,319.64	\$2,041,598.17
<b>CONTRACTOR 10% (Maximum Allowable)</b>	\$40,831.96	\$204,159.82





## CITY COUNCIL AGENDA REPORT

**TO:** Mike Poirier, Mayor  
City Council

**FROM:** Jake Lewing, City Engineer  
Public Works Department

**MEETING DATE:** July 25, 2024

---

**I. SUBJECT**

Confluence Parkway South, Project #2201.1  
Final Action on Ordinance No. 2024-09 Authorizing the Use of Eminent Domain affecting properties on N Miller St and Hawley St for Completion of Confluence Parkway South project

**II. ACTION REQUESTED**

*Staff recommends the City Council adopt Ordinance No. 2024-09 authorizing the use of eminent domain affecting properties on N Miller St and Hawley St for Completion of Confluence Parkway South project.*

**III. OVERVIEW**

Confluence Parkway provides the solution to congestion on North Wenatchee Avenue by providing a bypass for freight, transit, passenger vehicles, and cyclists. Once complete, the new corridor will add an additional capacity of 20,000 vehicles per day on the parallel route and provide a much needed second access to North Wenatchee, which is critical to the safe evacuation of the City or emergency response to the growing areas north of the Wenatchee River. Additionally, the existing at-grade crossings of the railroad in North Wenatchee will be removed to reduce delays caused by the BNSF mainline tracks (>20 trains per day) and increasing safety for all users with the potential of high-consequence collisions at the current crossings.

The City of Wenatchee and its partners were awarded approximately \$92.4M in INFRA funds to supplement a combination of state and local funding to complete the Apple Capital Loop network of projects which includes Confluence Parkway South (or Confluence Parkway Phase 1). As part of the grant agreement signed June 2023, all funds must be obligated by September 2024 and construction of this INFRA funded portion of Confluence Parkway by November 2027. A contract was executed with a Design Build team in November 2023 for preliminary engineering, and the project is currently within the right-of-way acquisition for Phase 1.

Phase 1 will reconstruct portions of North Miller Street and Hawley Street to provide the southern connection of the Confluence Parkway bypass corridor including a new bridge at Miller Street over the BNSF tracks. McKittrick Street will be extended further east, crossing beneath the railroad tracks via a new underpass structure, before connecting into

Confluence Parkway. The project will add bike lanes, sidewalks, center turn lanes and medians, and provide direct connections to the Apple Capital Recreational Loop Trail. Other work includes adding pedestrian and street lighting, trees and landscaping, improving storm drainage, relocating overhead and underground utilities, and modifying and constructing new traffic signals.

To complete the Phase 1 improvements, the City needs to acquire various portions of property located adjacent to the existing right-of-way. As part of the process, the City has been involved in public outreach and has provided written notice to all impacted property owners as required by law. This notice included a reference to the City's Project webpage for more information about the project, an outline of the acquisition timeline and process, and contact information.

While the City's first choice is to reach an agreed resolution for the purchase of the properties needed for the project, if it appears that a timely agreement cannot be reached, the City will need to proceed with condemnation, pursuant to Chapter 8.12 RCW, to acquire the needed property. Failing to do so would result in a significant loss of funding for the project.

Due to the need to secure the necessary property rights required for this project by the end of 2024, Public Works is requesting that the legal authority be granted by the City Council which will allow Public Works to proceed with the acquisition of the property and to engage legal counsel, only if necessary, to assure that project deadlines can be met.

As part of this process the City Council will be asked to take final action on an ordinance authorizing the use of eminent domain for this project. The City will first proceed with presenting offers and entering negotiations and only proceed with the use of eminent domain if mutual agreement cannot be reached within the project timelines. The use of eminent domain will not compromise or impact the ability of any property owner to receive just compensation for their property acquired for the project.

Therefore, at the regular meeting of the City Council on Thursday, July 25, 2024, the City Council will decide whether to adopt an ordinance authorizing the condemnation of properties needed for the Confluence Parkway Phase 1 project.

At that time affected property owners may be asked to be heard. The City's Special Counsel Kinnon Williams will be available to answer questions.

The proposed ordinance was drafted by the City Attorney.

**IV. FISCAL IMPACT**

No fiscal impacts or budget amendments are requested.

**V. PROPOSED PROJECT SCHEDULE**

Phase 2 Final Design & Construction is anticipated to begin November 2024, with actual construction activities anticipated to begin Spring 2025.



**VI. REFERENCE(S)**

1. Ordinance No. 2024-09

**VII. ADMINISTRATIVE ROUTING**

Tammy McCord, City Clerk

Laura Gloria, City Administrator

Tom Wachholder, Public Works Director

Anna Carr, Administrative Assistant

## ORDINANCE NO. 2024-09

**AN ORDINANCE**, of the City of Wenatchee, Washington, providing for the acquisition by eminent domain of property located near or adjacent to North Miller Street and Hawley Street, Wenatchee, Washington, for roadway improvements, providing for severability, and establishing an effective date.

**WHEREAS**, the City of Wenatchee is a non-charter code city as provided in title 35A RCW, incorporated under the laws of the State of Washington, and authorized to acquire title to real property for public purposes pursuant to chapter 8.12 RCW; and

**WHEREAS**, in the interest of improving North Miller Street and Hawley Street within the City, the City of Wenatchee identified a street improvement project (“Project”) in compliance with goals announced in the City's Comprehensive Plan; and

**WHEREAS**, the Project involves improvements to North Miller Street and Hawley Street to serve the public; and

**WHEREAS**, the City determined that it must acquire certain property and/or property rights for the Project; and

**WHEREAS**, for this Project, the City determined that the acquisition of certain rights and interests from the real properties identified in Exhibit A attached hereto all located within the City of Wenatchee, Washington, and identified as Chelan County Tax Parcel Nos. 23203432-0070, 23203432-0080, 23203432-0090, 23203341-0050, 23203371-5035, 23203371-5030, 23203371-5029, 23203371-5107, 23203371-5113, 23203317-0150, 23203371-5110, 23203371-5109, 23203371-5115, 23203371-5114, 23203314-0055, 23203311-0955, 23203314-0051, 23203373-3006, 23203311-0750, 23203311-0950, and legally described in Exhibit A, attached hereto and incorporated by reference (“Parcels”), is necessary to accomplish

and construct the Project, and those rights and interests are hereinafter referred to as the “Real Property Take”; and

**WHEREAS**, the City appraised the fair market value of the Real Property Take; and

**WHEREAS**, the City is negotiating in good faith with the owners of the Parcels for the voluntary acquisition of the Real Property Take; and

**WHEREAS**, the City to date has been unable to reach a negotiated voluntary resolution with said owners; and

**WHEREAS**, while this Ordinance authorizes condemnation, the City Council does hereby express its intent that negotiations continue regarding the Real Property Take; and

**WHEREAS**, the City complied with the notice requirements set forth in RCW 8.25.290 by providing notice to every property owner of record as indicated on the tax rolls of the county to the address provided on such tax rolls, for each property potentially subject to condemnation, at least fifteen days before the final action adopting this Ordinance, and through publication once per week for two weeks, prior to the passage of a Motion authorizing condemnation and subsequent enactment of this Ordinance; and

**WHEREAS**, payment of just compensation and costs of litigation should be made from the City's general fund or from such other monies that the City may have available or attain for the Real Property Take.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE, WASHINGTON, DO ORDAIN** as follows:

**SECTION I**  
**Incorporation of Recitals.**

The recitals set forth above are hereby adopted and incorporated herein as if set forth in full.

**SECTION II**  
**Public Use and Necessity Declared**

The City Council of the City of Wenatchee finds and declares that: i) the Project for roadway and utility purposes is a public use; ii) the acquisition of the rights and interests in the Real Property Take legally described and depicted in Exhibit A is necessary for the construction of the Project; and iii) the acquisition of the Real Property Take and the construction of the Project are in the best interests of the citizens residing within the City of Wenatchee.

**SECTION III**  
**Acquisition**

The City Council of the City of Wenatchee authorizes the acquisition, condemnation and taking of the Real Property Take as legally described and depicted on Exhibit A. The City Council authorizes the acquisition of the Real Property Take under threat of condemnation or by initiation of legal action for condemnation to acquire the Real Property Take as necessary for the commencement and completion of the Project, subject to the making or paying of just compensation to the owners thereof in the manner provided by law.

**SECTION IV**  
**Reservation of Rights**

Nothing in this Ordinance limits the City in its identification and acquisition of property and property rights necessary for the Project, including for purposes of settlement. The City reserves the right to acquire additional or different properties or property rights as needed for the Project.

**SECTION V**  
**Authority of Mayor**

The Mayor, by and through his designees, is authorized and directed to continue negotiations for the acquisition of property and property rights and to prosecute actions and proceedings in the manner provided by law to condemn, take, damage and appropriate the Real Property Take necessary to carry out the provisions of this Ordinance. In conducting said negotiations and condemnation proceedings, the Wenatchee City Attorney, by and through her designees, is hereby authorized to enter into stipulations for the Real Property Take. Settlement of any actions by the Mayor shall be made only upon the recommendation of legal counsel.

**SECTION VI**  
**Compensation**

The compensation to be paid to the owners of the Real Property Take acquired for the Project shall be paid from the City's General Fund or from such other monies that the City may have available or attain for the acquisition.

**SECTION VII**  
**Severability**

If any section, subsection, sentence, clause, phrase or word of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the constitutionality of any other section, subsection, sentence, clause, phrase or word of this Ordinance.

**SECTION VIII**  
**Corrections**

Upon approval of the City Attorney, the City Clerk and the Code Reviser are authorized to make necessary corrections to this Ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules or regulations; or ordinance

numbering and section/subsection numbering.

**SECTION IX**  
**Effective Date**

This Ordinance shall be in full force and effect thirty (30) days after publication of a summary of this Ordinance in the City’s official newspaper. The summary shall consist of this Ordinance’s title.

**PASSED BY THE CITY COUNCIL OF THE CITY WENATCHEE,**

at a regular meeting thereof, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF WENATCHEE, a Municipal  
Corporation

By: \_\_\_\_\_  
MIKE POIRIER, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
STEVE D. SMITH, City Attorney Emeritus

# EXHIBIT "A"

**Tax Parcel No. 23203432-0070**

The land in the County of Chelan, State of Washington, described as follows:

LOT 3, CHELAN COUNTY SHORT PLAT NO. 2183, RECORDED IN BOOK SP8, PAGE 41, CHELAN COUNTY, WASHINGTON.

TOGETHER WITH THE SOUTHEAST 36.50 FEET OF LOT 4 OF SAID SHORT PLAT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 OF SAID SHORT PLAT; THENCE NORTH 60°46'27" EAST ALONG THE SOUTHEASTERLY LINE THEREOF FOR A DISTANCE OF 193.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;  
THENCE NORTH 29°19'17" WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 4 FOR A DISTANCE OF 36.50 FEET;  
THENCE SOUTH 60°46'27" WEST FOR A DISTANCE OF 172.70 FEET TO THE WEST LINE OF SAID LOT 4;  
THENCE SOUTH 00°20'36" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 41.97 FEET TO THE POINT OF BEGINNING.



**Tax Parcel No. 23203432-0080**

The land in the County of Chelan, State of Washington, described as follows:

LOT 4 AS SHOWN ON MEHELICH SHORT PLAT NO. 2183, RECORDED JANUARY 25, 1991, UNDER AUDITOR'S NO. 9101250013 IN VOLUME SP-8, PAGE 41, CHELAN COUNTY, WASHINGTON,

EXCEPT THE SOUTHEAST 36.50 FEET OF LOT 4 OF SAID PLAT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 OF SAID SHORT PLAT; THENCE NORTH 60°46'27" EAST ALONG THE SOUTHEASTERLY LINE THEREOF FOR A DISTANCE OF 193.46 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 29°19'17" WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 4 FOR A DISTANCE OF 36.50 FEET; THENCE SOUTH 60°46'27" WEST FOR A DISTANCE OF 172.70 FEET TO THE WEST LINE OF SAID LOT 4; THENCE SOUTH 00°20'36" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 41.97 FEET TO THE POINT OF BEGINNING.

**Tax Parcel No. 23203432-0090**

The land in the County of Chelan, State of Washington, described as follows:

LOT 5 AS SHOWN ON MEHELICH SHORT PLAT NO. 2183, RECORDED JANUARY 25, 1991, UNDER AUDITOR'S NO. 9101250013 IN VOLUME SP-8, PAGE 41, CHELAN COUNTY, WASHINGTON.

**Tax Parcel No. 23203341-0050**

The land in the County of Chelan, State of Washington, described as follows:

THAT PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 20, E.W.M., CHELAN COUNTY, WASHINGTON, LYING SOUTHERLY OF THE RIGHT OF WAY OF MAPLE STREET AS EXTENDED EASTERLY FROM P.S.H. NO. 2, THE RIGHT OF WAY ACQUIRED THROUGH DECREE OF APPROPRIATION IN CHELAN COUNTY SUPERIOR COURT CAUSE NO. 19434, MAY 14, 1958 AND LYING BETWEEN THE EASTERLY RIGHT OF WAY P.S.H. NO. 2, ALSO KNOWN AS NORTH WENATCHEE AVENUE AND THE WESTERLY RIGHT OF WAY LINE OF NORTH MILLER STREET;

EXCEPT THAT PORTION THEREOF CONVEYED TO STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY INSTRUMENT RECORDED JUNE 6, 1966, UNDER AUDITOR'S FILE NO. 651338.

**Tax Parcel No. 23203371-5035**

The land in the County of Chelan, State of Washington, described as follows:

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON AND OF BLOCKS 10 AND 11 , MURRAY & CO'S ADDITION TO THE TOWN OF WENATCHEE, CHELAN COUNTY, WASHINGTON ACCORDING TO THE RECORDED PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 5, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SURVEY MONUMENT AT THE INTERSECTION OF NORTH MILLER STREET AND NORTH WENATCHEE AVENUE;  
THENCE NORTHWESTERLY ALONG THE CENTER LINE OF NORTH WENATCHEE AVENUE FOR 558.60 FEET TO A RAILROAD SPIKE ON THE CENTERLINE OF MAPLE STREET AND NORTH WENATCHEE AVENUE;  
THENCE TURNING 107° 34' 30" TO THE RIGHT ON THE CENTERLINE OF SAID MAPLE STREET FOR 36.71 FEET TO THE EASTERLY PROPERTY LINE OF NORTH WENATCHEE AVENUE; THENCE TURNING 107° 34' 30" TO THE LEFT FOR 26.22 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MAPLE STREET AND EASTERLY RIGHT OF WAY LINE OF NORTH WENATCHEE AVENUE TO A 3/4 INCH IRON PIPE AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE CONTINUE NORTHERLY ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WENATCHEE AVENUE FOR 201.57 FEET TO A 3/4 INCH IRON PIPE;  
THENCE TURNING 109° 29' 00" TO THE RIGHT FOR 328.90 FEET TO A 3/4 INCH IRON PIPE ON THE WESTERLY RIGHT OF WAY LINE OF NORTH MILLER STREET;  
THENCE TURNING 100° 12' 00" TO THE RIGHT AND PROCEEDING SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF NORTH MILLER STREET FOR 185.39 FEET TO A 3/4 INCH IRON PIPE ON THE NORTHERLY RIGHT OF WAY LINE OF MAPLE STREET;  
THENCE TURNING AN A ANGLE OF 77°53'30" TO THE RIGHT AND PROCEEDING WESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF MAPLE STREET FOR 228.84 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE SOUTHERLY 5.00 FEET THEREOF AS CONVEYED TO THE CITY OF WENATCHEE, A MUNICIPAL CORPORATION FOR STREET RIGHT OF WAY, RECORDED JUNE 6, 1991, UNDER AUDITOR'S FILE NO. 9106060101.

**Tax Parcel No. 23203371-5030**

The land in the County of Chelan, State of Washington, described as follows:

AN UNDETERMINED INTEREST IN THE FOLLOWING:

LOT 4, PLAT OF NORTH MILLER BUSINESS PARK, BINDING SITE PLAN NO. 2000-2, ACCORDING TO THE PLAT THEREOF AS RECORDED UNDER AUDITOR FILE NO. 2073894, RECORDS OF SAID COUNTY,

EXCEPTING THEREFROM TRACT X, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;  
THENCE NORTH 00°32'44" EAST 60.05 FEET ALONG THE FACE OF AN EXISTING BUILDING WALL TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE CONTINUING NORTH 00°32'44" EAST 11.94 FEET;  
THENCE NORTH 88°54'25" WEST 1.81 FEET TO THE EAST LINE OF LOT 6 OF SAID PLAT;  
THENCE ALONG SAID LINE SOUTH 00°36'24" WEST 11.94 FEET TO THE NORTH LINE OF LOT 5; THENCE SOUTH 89°27'27" EAST 1.81 FEET TO THE POINT OF BEGINNING;

AND EXCEPTING TRACT Y, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;  
THENCE NORTH 00°32'44" EAST 60.05 FEET ALONG THE FACE OF AN EXISTING BUILDING WALL TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE CONTINUING NORTH 00°32'44" EAST 11.94 FEET;  
THENCE ALONG THE BUILDING FACE OF A UTILITY ROOM THROUGH THE FOLLOWING COURSES; SOUTH 88°54'25" EAST 15.33 FEET;  
SOUTH 00°32'44" WEST 11.94 FEET;  
NORTH 88°54'25" WEST 15.33 FEET TO THE POINT OF BEGINNING;

AND TOGETHER WITH AN UNDETERMINED INTEREST IN THE FOLLOWING:

TRACT A, NORTH MILLER BUSINESS PARK, BINDING SITE PLAN NO. 2000-2, CHELAN COUNTY, WASHINGTON, RECORDED MAY 9, 2000 IN BOOK SP16 AT PAGES 114 THROUGH 116;

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF LOT 8 OF SAID PLAT:

COMMENCING AT THE NORTHWEST CORNER OF TRACT A;  
THENCE SOUTH 77°23'21" EAST 4.34 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 89°29'27" EAST, ALONG THE NORTH LINE OF SAID LOT 8, 60.82 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE SOUTH 89°29'27" EAST 27.00 FEET;  
THENCE SOUTH 00°36'24" WEST 20.05 FEET;  
THENCE NORTH 89°23'36" WEST 27.00 FEET;  
THENCE NORTH 00°36'24" EAST, 20.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID TRACT A KNOWN AS TRACT Z AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3 OF SAID PLAT;  
THENCE ALONG THE EAST LINE THEREOF, NORTH 00°38'16" EAST 88.81 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, NORTH 43°58'51" WEST 30.54 FEET; THENCE LEAVING SAID LINE, SOUTH 89°15'55" EAST 21.45 FEET; THENCE SOUTH 00°38'16" WEST 21.70 FEET TO THE POINT OF BEGINNING.

**Tax Parcel No. 23203371-5029**

The land in the County of Chelan, State of Washington, described as follows:

AN UNDETERMINED INTEREST IN THE FOLLOWING:

LOT 4, PLAT OF NORTH MILLER BUSINESS PARK, BINDING SITE PLAN NO. 2000-2, ACCORDING TO THE PLAT THEREOF AS RECORDED UNDER AUDITOR FILE NO. 2073894, RECORDS OF SAID COUNTY,

EXCEPTING THEREFROM TRACT X, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;  
THENCE NORTH 00°32'44" EAST 60.05 FEET ALONG THE FACE OF AN EXISTING BUILDING WALL TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE CONTINUING NORTH 00°32'44" EAST 11.94 FEET;  
THENCE NORTH 88°54'25" WEST 1.81 FEET TO THE EAST LINE OF LOT 6 OF SAID PLAT;  
THENCE ALONG SAID LINE SOUTH 00°36'24" WEST 11.94 FEET TO THE NORTH LINE OF LOT 5; THENCE SOUTH 89°27'27" EAST 1.81 FEET TO THE POINT OF BEGINNING;

AND EXCEPTING TRACT Y, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;  
THENCE NORTH 00°32'44" EAST 60.05 FEET ALONG THE FACE OF AN EXISTING BUILDING WALL TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE CONTINUING NORTH 00°32'44" EAST 11.94 FEET;  
THENCE ALONG THE BUILDING FACE OF A UTILITY ROOM THROUGH THE FOLLOWING COURSES; SOUTH 88°54'25" EAST 15.33 FEET;  
SOUTH 00°32'44" WEST 11.94 FEET;  
NORTH 88°54'25" WEST 15.33 FEET TO THE POINT OF BEGINNING;

AND TOGETHER WITH AN UNDETERMINED INTEREST IN THE FOLLOWING:

TRACT A, NORTH MILLER BUSINESS PARK, BINDING SITE PLAN NO. 2000-2, CHELAN COUNTY, WASHINGTON, RECORDED MAY 9, 2000 IN BOOK SP16 AT PAGES 114 THROUGH 116;

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF LOT 8 OF SAID PLAT:

COMMENCING AT THE NORTHWEST CORNER OF TRACT A;  
THENCE SOUTH 77°23'21" EAST 4.34 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 89°29'27" EAST, ALONG THE NORTH LINE OF SAID LOT 8, 60.82 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE SOUTH 89°29'27" EAST 27.00 FEET;  
THENCE SOUTH 00°36'24" WEST 20.05 FEET;  
THENCE NORTH 89°23'36" WEST 27.00 FEET;  
THENCE NORTH 00°36'24" EAST, 20.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID TRACT A KNOWN AS TRACT Z AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3 OF SAID PLAT;  
THENCE ALONG THE EAST LINE THEREOF, NORTH 00°38'16" EAST 88.81 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, NORTH 43°58'51" WEST 30.54 FEET; THENCE LEAVING SAID LINE, SOUTH 89°15'55" EAST 21.45 FEET; THENCE SOUTH 00°38'16" WEST 21.70 FEET TO THE POINT OF BEGINNING.



**Tax Parcel No. 23203371-5107**

The land in the County of Chelan, State of Washington, described as follows:

AN UNDETERMINED INTEREST IN THE FOLLOWING:

LOT 4, PLAT OF NORTH MILLER BUSINESS PARK, BINDING SITE PLAN NO. 2000-2, ACCORDING TO THE PLAT THEREOF AS RECORDED UNDER AUDITOR FILE NO. 2073894, RECORDS OF SAID COUNTY,

EXCEPTING THEREFROM TRACT X, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;  
THENCE NORTH 00°32'44" EAST 60.05 FEET ALONG THE FACE OF AN EXISTING BUILDING WALL TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE CONTINUING NORTH 00°32'44" EAST 11.94 FEET;  
THENCE NORTH 88°54'25" WEST 1.81 FEET TO THE EAST LINE OF LOT 6 OF SAID PLAT;  
THENCE ALONG SAID LINE SOUTH 00°36'24" WEST 11.94 FEET TO THE NORTH LINE OF LOT 5; THENCE SOUTH 89°27'27" EAST 1.81 FEET TO THE POINT OF BEGINNING;

AND EXCEPTING TRACT Y, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;  
THENCE NORTH 00°32'44" EAST 60.05 FEET ALONG THE FACE OF AN EXISTING BUILDING WALL TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE CONTINUING NORTH 00°32'44" EAST 11.94 FEET;  
THENCE ALONG THE BUILDING FACE OF A UTILITY ROOM THROUGH THE FOLLOWING COURSES; SOUTH 88°54'25" EAST 15.33 FEET;  
SOUTH 00°32'44" WEST 11.94 FEET;  
NORTH 88°54'25" WEST 15.33 FEET TO THE POINT OF BEGINNING;

AND TOGETHER WITH AN UNDETERMINED INTEREST IN THE FOLLOWING:

TRACT A, NORTH MILLER BUSINESS PARK, BINDING SITE PLAN NO. 2000-2, CHELAN COUNTY, WASHINGTON, RECORDED MAY 9, 2000 IN BOOK SP16 AT PAGES 114 THROUGH 116;

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF LOT 8 OF SAID PLAT:

COMMENCING AT THE NORTHWEST CORNER OF TRACT A;  
THENCE SOUTH 77°23'21" EAST 4.34 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 89°29'27" EAST, ALONG THE NORTH LINE OF SAID LOT 8, 60.82 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE SOUTH 89°29'27" EAST 27.00 FEET;  
THENCE SOUTH 00°36'24" WEST 20.05 FEET;  
THENCE NORTH 89°23'36" WEST 27.00 FEET;  
THENCE NORTH 00°36'24" EAST, 20.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID TRACT A KNOWN AS TRACT Z AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3 OF SAID PLAT;  
THENCE ALONG THE EAST LINE THEREOF, NORTH 00°38'16" EAST 88.81 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, NORTH 43°58'51" WEST 30.54 FEET; THENCE LEAVING SAID LINE, SOUTH 89°15'55" EAST 21.45 FEET; THENCE SOUTH 00°38'16" WEST 21.70 FEET TO THE POINT OF BEGINNING.

**Tax Parcel No. 23203371-5113**

The land in the County of Chelan, State of Washington, described as follows:

AN UNDETERMINED INTEREST IN THE FOLLOWING:

LOT 4, PLAT OF NORTH MILLER BUSINESS PARK, BINDING SITE PLAN NO. 2000-2, ACCORDING TO THE PLAT THEREOF AS RECORDED UNDER AUDITOR FILE NO. 2073894, RECORDS OF SAID COUNTY,

EXCEPTING THEREFROM TRACT X, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;  
THENCE NORTH 00°32'44" EAST 60.05 FEET ALONG THE FACE OF AN EXISTING BUILDING WALL TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE CONTINUING NORTH 00°32'44" EAST 11.94 FEET;  
THENCE NORTH 88°54'25" WEST 1.81 FEET TO THE EAST LINE OF LOT 6 OF SAID PLAT;  
THENCE ALONG SAID LINE SOUTH 00°36'24" WEST 11.94 FEET TO THE NORTH LINE OF LOT 5; THENCE SOUTH 89°27'27" EAST 1.81 FEET TO THE POINT OF BEGINNING;

AND EXCEPTING TRACT Y, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;  
THENCE NORTH 00°32'44" EAST 60.05 FEET ALONG THE FACE OF AN EXISTING BUILDING WALL TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE CONTINUING NORTH 00°32'44" EAST 11.94 FEET;  
THENCE ALONG THE BUILDING FACE OF A UTILITY ROOM THROUGH THE FOLLOWING COURSES; SOUTH 88°54'25" EAST 15.33 FEET;  
SOUTH 00°32'44" WEST 11.94 FEET;  
NORTH 88°54'25" WEST 15.33 FEET TO THE POINT OF BEGINNING;

AND TOGETHER WITH AN UNDETERMINED INTEREST IN THE FOLLOWING:

TRACT A, NORTH MILLER BUSINESS PARK, BINDING SITE PLAN NO. 2000-2, CHELAN COUNTY, WASHINGTON, RECORDED MAY 9, 2000 IN BOOK SP16 AT PAGES 114 THROUGH 116;

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF LOT 8 OF SAID PLAT:

COMMENCING AT THE NORTHWEST CORNER OF TRACT A;  
THENCE SOUTH 77°23'21" EAST 4.34 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 89°29'27" EAST, ALONG THE NORTH LINE OF SAID LOT 8, 60.82 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE SOUTH 89°29'27" EAST 27.00 FEET;  
THENCE SOUTH 00°36'24" WEST 20.05 FEET;  
THENCE NORTH 89°23'36" WEST 27.00 FEET;  
THENCE NORTH 00°36'24" EAST, 20.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID TRACT A KNOWN AS TRACT Z AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3 OF SAID PLAT;  
THENCE ALONG THE EAST LINE THEREOF, NORTH 00°38'16" EAST 88.81 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, NORTH 43°58'51" WEST 30.54 FEET; THENCE LEAVING SAID LINE, SOUTH 89°15'55" EAST 21.45 FEET; THENCE SOUTH 00°38'16" WEST 21.70 FEET TO THE POINT OF BEGINNING.

**Tax Parcel No. 23203317-0150**

The land in the County of Chelan, State of Washington, described as follows:

AN UNDETERMINED INTEREST IN THE FOLLOWING:

LOT 4, PLAT OF NORTH MILLER BUSINESS PARK, BINDING SITE PLAN NO. 2000-2, ACCORDING TO THE PLAT THEREOF AS RECORDED UNDER AUDITOR FILE NO. 2073894, RECORDS OF SAID COUNTY,

EXCEPTING THEREFROM TRACT X, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;  
THENCE NORTH 00°32'44" EAST 60.05 FEET ALONG THE FACE OF AN EXISTING BUILDING WALL TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE CONTINUING NORTH 00°32'44" EAST 11.94 FEET;  
THENCE NORTH 88°54'25" WEST 1.81 FEET TO THE EAST LINE OF LOT 6 OF SAID PLAT;  
THENCE ALONG SAID LINE SOUTH 00°36'24" WEST 11.94 FEET TO THE NORTH LINE OF LOT 5; THENCE SOUTH 89°27'27" EAST 1.81 FEET TO THE POINT OF BEGINNING;

AND EXCEPTING TRACT Y, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;  
THENCE NORTH 00°32'44" EAST 60.05 FEET ALONG THE FACE OF AN EXISTING BUILDING WALL TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE CONTINUING NORTH 00°32'44" EAST 11.94 FEET;  
THENCE ALONG THE BUILDING FACE OF A UTILITY ROOM THROUGH THE FOLLOWING COURSES; SOUTH 88°54'25" EAST 15.33 FEET;  
SOUTH 00°32'44" WEST 11.94 FEET;  
NORTH 88°54'25" WEST 15.33 FEET TO THE POINT OF BEGINNING;

AND TOGETHER WITH AN UNDETERMINED INTEREST IN THE FOLLOWING:

TRACT A, NORTH MILLER BUSINESS PARK, BINDING SITE PLAN NO. 2000-2, CHELAN COUNTY, WASHINGTON, RECORDED MAY 9, 2000 IN BOOK SP16 AT PAGES 114 THROUGH 116;

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF LOT 8 OF SAID PLAT:

COMMENCING AT THE NORTHWEST CORNER OF TRACT A;  
THENCE SOUTH 77°23'21" EAST 4.34 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 89°29'27" EAST, ALONG THE NORTH LINE OF SAID LOT 8, 60.82 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE SOUTH 89°29'27" EAST 27.00 FEET;  
THENCE SOUTH 00°36'24" WEST 20.05 FEET;  
THENCE NORTH 89°23'36" WEST 27.00 FEET;  
THENCE NORTH 00°36'24" EAST, 20.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID TRACT A KNOWN AS TRACT Z AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3 OF SAID PLAT;  
THENCE ALONG THE EAST LINE THEREOF, NORTH 00°38'16" EAST 88.81 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, NORTH 43°58'51" WEST 30.54 FEET; THENCE LEAVING SAID LINE, SOUTH 89°15'55" EAST 21.45 FEET; THENCE SOUTH 00°38'16" WEST 21.70 FEET TO THE POINT OF BEGINNING.

**Tax Parcel No. 23203371-5110 & 23203371-5109**

**Parcel - 23203371-5110**

The land in the County of Chelan, State of Washington, described as follows:

LOT 1, NORTH MILLER BUSINESS PARK BINDING SITE PLAN NO. 2000-2, CHELAN COUNTY, WASHINGTON, RECORDED MAY 9, 2000 IN BOOK SP16 AT PAGES 114 THROUGH 116, TOGETHER WITH AN UNDETERMINED INTEREST IN THE FOLLOWING:

LOT 4, PLAT OF NORTH MILLER BUSINESS PARK, BINDING SITE PLAN NO. 2000-2, ACCORDING TO THE PLAT THEREOF AS RECORDED UNDER AUDITOR FILE NO. 2073894, RECORDS OF SAID COUNTY,

EXCEPTING THEREFROM TRACT X, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE NORTH 00°32'44" EAST 60.05 FEET ALONG THE FACE OF AN EXISTING BUILDING WALL TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING NORTH 00°32'44" EAST 11.94 FEET;

THENCE NORTH 88°54'25" WEST 1.81 FEET TO THE EAST LINE OF LOT 6 OF SAID PLAT;

THENCE ALONG SAID LINE SOUTH 00°36'24" WEST 11.94 FEET TO THE NORTH LINE OF LOT 5;

THENCE SOUTH 89°27'27" EAST 1.81 FEET TO THE POINT OF BEGINNING, AND EXCEPTING TRACT Y, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE NORTH 00°32'44" EAST 60.05 FEET ALONG THE FACE OF AN EXISTING BUILDING WALL TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING NORTH 00°32'44" EAST 11.94 FEET;

THENCE ALONG THE BUILDING FACE OF A UTILITY ROOM THROUGH THE FOLLOWING COURSES;

SOUTH 88°54'25" EAST 15.33 FEET;

SOUTH 00°32'44" WEST 11.94 FEET;

NORTH 88°54'25" WEST 15.33 FEET TO THE POINT OF BEGINNING;

AND TOGETHER WITH AN UNDETERMINED INTEREST IN THE FOLLOWING:

TRACT A, NORTH MILLER BUSINESS PARK, BINDING SITE PLAN NO. 2000-2, CHELAN COUNTY, WASHINGTON, RECORDED MAY 9, 2000 IN BOOK SP16 AT PAGES 114 THROUGH 116, TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF LOT 8 OF SAID PLAT:

ORDINANCE NO. 2024-09

COMMENCING AT THE NORTHWEST CORNER OF TRACT A;  
THENCE SOUTH 77°23'21" EAST 4.34 FEET TO THE NORTHWEST CORNER OF SAID LOT 8;  
THENCE SOUTH 89°29'27" EAST, ALONG THE NORTH LINE OF SAID LOT 8, 60.82 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE SOUTH 89°29'27" EAST 27.00 FEET;  
THENCE SOUTH 00°36'24" WEST 20.05 FEET;  
THENCE NORTH 89°23'36" WEST 27.00 FEET;  
THENCE NORTH 00°36'24" EAST, 20.00 FEET TO THE POINT OF BEGINNING;  
EXCEPT THAT PORTION OF SAID TRACT A KNOWN AS TRACT Z AND DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF LOT 3 OF SAID PLAT; THENCE ALONG THE EAST LINE THEREOF, NORTH 00°38'16" EAST 88.81 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, NORTH 43°58'51" WEST 30.54 FEET; THENCE LEAVING SAID LINE, SOUTH 89°15'55" EAST 21.45 FEET;  
THENCE SOUTH 00°38'16" WEST 21.70 FEET TO THE POINT OF BEGINNING.

**Parcel - 23203371-5109**

The land in the County of Chelan, State of Washington, described as follows:

LOT 2, NORTH MILLER BUSINESS PARK BINDING SITE PLAN NO. 2000-2, CHELAN COUNTY, WASHINGTON, RECORDED MAY 9, 2000 IN BOOK SP16 AT PAGES 114 THROUGH 116; TOGETHER WITH AN UNDETERMINED INTEREST IN THE FOLLOWING: LOT 4, PLAT OF NORTH MILLER BUSINESS PARK, BINDING SITE PLAN NO. 2000-2, ACCORDING TO THE PLAT THEREOF AS RECORDED UNDER AUDITOR FILE NO. 2073894, RECORDS OF SAID COUNTY,

EXCEPTING THEREFROM TRACT X, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;  
THENCE NORTH 00°32'44" EAST 60.05 FEET ALONG THE FACE OF AN EXISTING BUILDING WALL TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE CONTINUING NORTH 00°32'44" EAST 11.94 FEET;  
THENCE NORTH 88°54'25" WEST 1.81 FEET TO THE EAST LINE OF LOT 6 OF SAID PLAT;



THENCE ALONG SAID LINE SOUTH 00°36'24" WEST 11.94 FEET TO THE NORTH LINE OF LOT 5; THENCE SOUTH 89°27'27" EAST 1.81 FEET TO THE POINT OF BEGINNING;

AND EXCEPTING TRACT Y, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE NORTH 00°32'44" EAST 60.05 FEET ALONG THE FACE OF AN EXISTING BUILDING WALL TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING NORTH 00°32'44" EAST 11.94 FEET;

THENCE ALONG THE BUILDING FACE OF A UTILITY ROOM THROUGH THE FOLLOWING COURSES; SOUTH 88°54'25" EAST 15.33 FEET;

SOUTH 00°32'44" WEST 11.94 FEET;

NORTH 88°54'25" WEST 15.33 FEET TO THE POINT OF BEGINNING;

AND TOGETHER WITH AN UNDETERMINED INTEREST IN THE FOLLOWING:

TRACT A, NORTH MILLER BUSINESS PARK, BINDING SITE PLAN NO. 2000-2, CHELAN COUNTY, WASHINGTON, RECORDED MAY 9, 2000 IN BOOK SP16 AT PAGES 114 THROUGH 116;

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF LOT 8 OF SAID PLAT:

COMMENCING AT THE NORTHWEST CORNER OF TRACT A;

THENCE SOUTH 77°23'21" EAST 4.34 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 89°29'27" EAST, ALONG THE NORTH LINE OF SAID LOT 8, 60.82 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 89°29'27" EAST 27.00 FEET;

THENCE SOUTH 00°36'24" WEST 20.05 FEET; THENCE NORTH 89°23'36" WEST 27.00 FEET; THENCE NORTH 00°36'24" EAST, 20.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID TRACT A KNOWN AS TRACT Z AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3 OF SAID PLAT;

THENCE ALONG THE EAST LINE THEREOF, NORTH 00°38'16" EAST 88.81 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, NORTH 43°58'51" WEST 30.54 FEET; THENCE LEAVING SAID LINE, SOUTH 89°15'55" EAST 21.45 FEET;

THENCE SOUTH 00°38'16" WEST 21.70 FEET TO THE POINT OF BEGINNING.

**Tax Parcel No. 23203371-5115 & 23203371-5114**

**Parcel 23203371-5115**

The land in the County of Chelan, State of Washington, described as follows:

LOT 3, AS DELINEATED ON NORTH MILLER BUSINESS PARK, BINDING SITE PLAN #2000-2, CHELAN COUNTY, WASHINGTON, RECORDED MAY 09, 2000 IN BOOK SP-16 OF SHORT PLATS, PAGES 114 THROUGH 116;

SITUATE IN THE COUNTY OF CHELAN, STATE OF WASHINGTON.

**Parcel 23203371-5114**

The land in the County of Chelan, State of Washington, described as follows:

TRACT Z AS SET FORTH IN THAT CERTAIN AMENDMENT UNDER AUDITOR'S FILE NO. 2153747, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF TRACT A AS DELINEATED ON NORTH MILLER BUSINESS PARK, BINDING SITE PLAN #2000-2, CHELAN COUNTY, WASHINGTON, RECORDED MAY 09, 2000 IN BOOK SP-16 OF SHORT PLATS, PAGES 114 THROUGH 116, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3 OF SAID PLAT;

THENCE ALONG THE EAST LINE THEREOF NORTH 00°38'16" EAST 88.81 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, NORTH 43°58'51" WEST 30.54 FEET; THENCE LEAVING SAID LINE SOUTH 89°15'55" EAST 21.45 FEET;

THENCE SOUTH 00°38'16" WEST 21.70 FEET TO THE POINT OF BEGINNING.

**Tax Parcel No. 23203314-0055**

The land in the County of Chelan, State of Washington, described as follows:

A PARCEL OF LAND BEING THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, CITY OF WENATCHEE, CHELAN COUNTY, WASHINGTON, BOUND ON THE NORTHWESTERLY AND EASTERLY SIDE BY THE SOUTHEASTERLY AND WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF WENATCHEE BEING SET FORTH AND DESCRIBED WITHIN STATUTORY WARRANTY DEED RECORDED APRIL 20, 2018, UNDER AUDITOR'S FILE NUMBER 2476428, RECORDS OF SAID COUNTY; BOUND ON THE SOUTHWESTERLY SIDE BY THE NORTHEASTERLY RIGHT OF WAY LINE OF BURLINGTON NORTHERN SANTA FE RAILROAD; AND BOUND ON THE SOUTHEASTERLY SIDE BY A LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SAID SECTIONS 33 AND 34, FROM WHICH THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A BRASS CAP IN A MONUMENT CASE, BEARS NORTH 00°17'48" WEST 1331.87 FEET; THENCE NORTH 00°17'48" WEST 106.76 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD, SAID LINE BEING PARALLEL TO AND 50.00 FEET NORTHEASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE MAIN TRACK CENTERLINE FOR SAID RAILROAD; THENCE NORTH 29°19'19" WEST 61.83 FEET ALONG SAID NORTHEASTERLY RAILROAD RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE FOR NORTH MILLER STREET, SAID WEST LINE BEING 30.00 FEET WEST OF, WHEN MEASURED PERPENDICULAR TO, SAID STREET CENTERLINE; THENCE CONTINUING ALONG SAID RAILROAD RIGHT OF WAY LINE NORTH 29°19'19" WEST 1035.12 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF MCKITTRICK STREET RIGHT OF WAY CONVEYED TO THE CITY OF WENATCHEE BY SAID STATUTORY WARRANTY DEED; THENCE RETRACING SAID NORTHEASTERLY RAILROAD RIGHT OF WAY LINE SOUTH 29°19'19" EAST 527.25 FEET TO THE TRUE POINT OF BEGINNING FOR SAID LINE; THENCE NORTH 60°40'41" EAST 270.38 FEET, MORE OR LESS, TO THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND CONVEYED TO THE CITY OF WENATCHEE AND THE TERMINUS FOR SAID LINE.

ALSO KNOWN AS PARCEL C OF BLA 2019-001WE RECORDED MAY 23, 2019 UNDER AFN 2496380, IN THE RECORDS OF CHELAN COUNTY, WASHINGTON.

**Tax Parcel No. 23203311-0955**

The land in the County of Chelan, State of Washington, described as follows:

A PARCEL OF LAND BEING THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, CITY OF WENATCHEE, CHELAN COUNTY, WASHINGTON, BOUND ON THE EASTERLY SIDE BY THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF WENATCHEE BEING SET FORTH AND DESCRIBED WITHIN STATUTORY WARRANTY DEED RECORDED APRIL 20, 2018, UNDER AUDITOR'S FILE NUMBER 2476428, RECORDS OF SAID COUNTY; BOUND ON THE SOUTHWESTERLY SIDE BY THE NORTHEASTERLY RIGHT OF WAY LINE OF BURLINGTON NORTHERN SANTA FE RAILROAD; AND BOUND ON THE NORTHWESTERLY SIDE BY A LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SAID SECTIONS 33 AND 34, FROM WHICH THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A BRASS CAP IN A MONUMENT CASE, BEARS NORTH 00°17'48" WEST 1331.87 FEET;  
THENCE NORTH 00°17'48" WEST 106.76 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD, SAID LINE BEING PARALLEL TO AND 50.00 FEET NORTHEASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE MAIN TRACK CENTERLINE FOR SAID RAILROAD;  
THENCE NORTH 29°19'19" WEST 61.83 FEET ALONG SAID NORTHEASTERLY RAILROAD RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE FOR NORTH MILLER STREET, SAID WEST LINE BEING 30.00 FEET WEST OF, WHEN MEASURED PERPENDICULAR TO, SAID STREET CENTERLINE;  
THENCE CONTINUING ALONG SAID RAILROAD RIGHT OF WAY LINE NORTH 29°19'19" WEST 1035.12 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF MCKITTRICK STREET RIGHT OF WAY CONVEYED TO THE CITY OF WENATCHEE BY SAID STATUTORY WARRANTY DEED;  
THENCE RETRACING SAID NORTHEASTERLY RAILROAD RIGHT OF WAY LINE SOUTH 29°19'19" EAST 527.25 FEET TO THE TRUE POINT OF BEGINNING FOR SAID LINE;  
THENCE NORTH 60°40'41" EAST 270.38 FEET, MORE OR LESS, TO THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND CONVEYED TO THE CITY OF WENATCHEE AND THE TERMINUS FOR SAID LINE.

ALSO KNOWN AS PARCEL D OF BLA 2019-001WE RECORDED MAY 23, 2019 UNDER AFN 2496380, IN THE RECORDS OF CHELAN COUNTY, WASHINGTON.

**Tax Parcel No. 23203314-0051**

The land in the County of Chelan, State of Washington, described as follows:

A PARCEL OF LAND BEING THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, CITY OF WENATCHEE, CHELAN COUNTY, WASHINGTON, BOUND ON THE NORTHEASTERLY SIDE BY THE SOUTHWESTERLY RIGHT OF WAY OF HAWLEY STREET, SAID RIGHT OF WAY LINE BEING PARALLEL TO AND 30.00 FEET SOUTHWESTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE CENTERLINE OF SAID STREET; BOUND ON THE SOUTHWESTERLY SIDE BY THE NORTHEASTERLY RIGHT OF WAY LINE OF BURLINGTON NORTHERN SANTA FE RAILROAD; BOUND ON THE NORTHEASTERLY AND SOUTHEASTERLY SIDE BY THE SOUTHWESTERLY AND NORTHWESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF WENATCHEE BEING SET FORTH AND DESCRIBED WITHIN STATUTORY WARRANTY DEED RECORDED APRIL 20, 2018, UNDER AUDITOR'S FILE NUMBER 2476428, RECORDS OF SAID COUNTY; AND BOUND ON THE NORTHWESTERLY SIDE BY A LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SAID SECTIONS 33 AND 34, FROM WHICH THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A BRASS CAP IN A MONUMENT CASE, BEARS NORTH 00°17'48" WEST 1331.87 FEET; THENCE NORTH 00°17'46" WEST 106.76 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD, SAID LINE BEING PARALLEL TO AND 50.00 FEET NORTHEASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE MAIN TRACK CENTERLINE FOR SAID RAILROAD; THENCE NORTH 29°19'19" WEST 61.89 FEET ALONG SAID NORTHEASTERLY RAILROAD RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE FOR NORTH MILLER STREET, SAID WEST LINE BEING 30.00 FEET WEST OF, WHEN MEASURED PERPENDICULAR TO, SAID STREET CENTERLINE; THENCE CONTINUING ALONG SAID RAILROAD RIGHT OF WAY LINE NORTH 29°19'19" WEST 1035.12 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF MCKITTRICK STREET RIGHT OF WAY CONVEYED TO THE CITY OF WENATCHEE BY SAID STATUTORY WARRANTY DEED; THENCE CONTINUING ALONG SAID NORTHEASTERLY RAILROAD RIGHT OF WAY LINE NORTH 29°19'19" WEST 368.49 FEET TO THE TRUE POINT OF BEGINNING FOR SAID LINE; THENCE NORTH 60°40'41" EAST 331.50 FEET; THENCE NORTH 24°35'12" EAST 18.81 FEET, MORE OR LESS, TO THE SOUTHWESTERLY RIGHT OF WAY LINE FOR SAID HAWLEY STREET AND THE TERMINUS FOR SAID LINE.

(A/K/A PARCEL B OF CITY OF WENATCHEE BOUNDARY LINE ADJUSTMENT NO. 2019-001WE, RECORDED MAY 23, 2019, UNDER CHELAN COUNTY AUDITOR'S FILE NO. 2496380).

**Tax Parcel No. 23203373-3006**

The land in the County of Chelan, State of Washington, described as follows:

All that portion of Parcel B, CITY OF WENATCHEE BOUNDARY LINE ADJUSTMENT BLA-2017-012WE, recorded July 10, 2017, under Auditor's File Number 2460688, records of Chelan County, Washington, lying Northerly and Easterly of the Easterly right of way line of Columbia Street as said right of way was conveyed to the City of Wenatchee by Quit Claim Deed recorded December 7, 2018, under Auditor's File No. 2489845.

**Tax Parcel No. 23203311-0750**

The land in the County of Chelan, State of Washington, described as follows:

A PARCEL OF LAND IN THE NORTHEAST QUARTER SECTION 33, TOWNSHIP 23 NORTH, RANGE 20, E.W.M., CHELAN COUNTY, WASHINGTON, COMPRISING PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 AND PART OF BLOCK 5 OF POWELL'S ADDITION TO WENATCHEE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 7, AND PART OF THE ADJACENT VACATED STREETS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CONCRETE MONUMENT AT THE CENTER OF THE NORTHEAST QUARTER OF SAID SECTION 33;  
THENCE NORTH 61°04 1/2' EAST FOR 224.4 FEET TO A STEEL AXLE AND THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE NORTH 61°04 1/2' EAST FOR 230.2 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE GREAT NORTHERN RAILWAY;  
THENCE NORTH 28°57 1/2' WEST ALONG SAID RIGHT OF WAY FOR 473.51 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 125-B, KNOWN AS HAWLEY STREET;  
THENCE NORTH 73°49 1/2' WEST FOR 42.3 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF HAWLEY STREET;  
THENCE SOUTH 71°18 1/2' WEST ALONG SAID RIGHT OF WAY FOR 200.2 FEET TO A STEEL AXLE LYING AT A POINT BEING THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO FRANK HARLE AND ANTON HARLE, IN INSTRUMENT RECORDED UNDER AUDITOR'S NO. 497305;  
THENCE SOUTH 28°57 1/2' EAST FOR 504.46 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 20 E.W.M., CHELAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 AND RUNNING THENCE NORTH 61°04 1/2' EAST FOR 396.6 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE CONTINUING ON THE SAME COURSE TO THE WEST RIGHT OF WAY OF THE GREAT NORTHERN RAILWAY;  
THENCE SOUTH 28°57 1/2' EAST ALONG SAID WEST RIGHT OF WAY TO A POINT WHICH IS 66.5 FEET SOUTH 89°38' EAST OF THE TRUE POINT OF BEGINNING;  
THENCE 66.5 FEET IN A STRAIGHT LINE TO THE TRUE POINT OF BEGINNING;

AND TOGETHER WITH THAT PORTION OF LOT 1, NORTHWEST ADDITION TO WENATCHEE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 17, RECORDS OF SAID COUNTY, LYING NORTHEASTERLY AND NORTHWESTERLY OF A LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TRUE POINT OF BEGINNING FOR SAID LINE, SAID POINT BEING THE SOUTHERLY CORNER OF PARCEL A SET FORTH AND DEFINED BY RECORD OF SURVEY RECORDED JUNE 6, 2017, UNDER AUDITOR'S FILE NUMBER 2458740, RECORDS OF SAID COUNTY;  
THENCE SOUTH 29°18'35" EAST 133.20 FEET;  
THENCE NORTH 58°14'32" EAST 229.97 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD (PREVIOUSLY GREAT NORTHERN RAILWAY) AND THE TERMINUS FOR SAID LINE;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF WENATCHEE BY DEED RECORDED MARCH 9, 1990  
UNDER AUDITOR'S NO. 9003120002.

ALSO KNOWN AS PARCEL A OF BOUNDARY LINE ADJUSTMENT NO. BLA-2017-012WE RECORDED ON JULY  
10, 2017 AS RECORDING NUMBER 2460688, IN THE OFFICIAL RECORDS OF CHELAN COUNTY,  
WASHINGTON.



**Tax Parcel No. 23203311-0950**

\*LEGAL DESCRIPTION BLOW IS FROM PARCEL 0051- No title report received yet.

The land in the County of Chelan, State of Washington, described as follows:

A PARCEL OF LAND BEING THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, CITY OF WENATCHEE, CHELAN COUNTY, WASHINGTON, BOUND ON THE NORTHEASTERLY SIDE BY THE SOUTHWESTERLY RIGHT OF WAY OF HAWLEY STREET, SAID RIGHT OF WAY LINE BEING PARALLEL TO AND 30.00 FEET SOUTHWESTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE CENTERLINE OF SAID STREET; BOUND ON THE SOUTHWESTERLY SIDE BY THE NORTHEASTERLY RIGHT OF WAY LINE OF BURLINGTON NORTHERN SANTA FE RAILROAD; BOUND ON THE NORTHEASTERLY AND SOUTHEASTERLY SIDE BY THE SOUTHWESTERLY AND NORTHWESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF WENATCHEE BEING SET FORTH AND DESCRIBED WITHIN STATUTORY WARRANTY DEED RECORDED APRIL 20, 2018, UNDER AUDITOR'S FILE NUMBER 2476428, RECORDS OF SAID COUNTY; AND BOUND ON THE NORTHWESTERLY SIDE BY A LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SAID SECTIONS 33 AND 34, FROM WHICH THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A BRASS CAP IN A MONUMENT CASE, BEARS NORTH 00°17'48" WEST 1331.87 FEET; THENCE NORTH 00°17'46" WEST 106.76 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD, SAID LINE BEING PARALLEL TO AND 50.00 FEET NORTHEASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE MAIN TRACK CENTERLINE FOR SAID RAILROAD; THENCE NORTH 29°19'19" WEST 61.89 FEET ALONG SAID NORTHEASTERLY RAILROAD RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE FOR NORTH MILLER STREET, SAID WEST LINE BEING 30.00 FEET WEST OF, WHEN MEASURED PERPENDICULAR TO, SAID STREET CENTERLINE; THENCE CONTINUING ALONG SAID RAILROAD RIGHT OF WAY LINE NORTH 29°19'19" WEST 1035.12 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF MCKITTRICK STREET RIGHT OF WAY CONVEYED TO THE CITY OF WENATCHEE BY SAID STATUTORY WARRANTY DEED; THENCE CONTINUING ALONG SAID NORTHEASTERLY RAILROAD RIGHT OF WAY LINE NORTH 29°19'19" WEST 368.49 FEET TO THE TRUE POINT OF BEGINNING FOR SAID LINE; THENCE NORTH 60°40'41" EAST 331.50 FEET; THENCE NORTH 24°35'12" EAST 18.81 FEET, MORE OR LESS, TO THE SOUTHWESTERLY RIGHT OF WAY LINE FOR SAID HAWLEY STREET AND THE TERMINUS FOR SAID LINE.

(A/K/A PARCEL B OF CITY OF WENATCHEE BOUNDARY LINE ADJUSTMENT NO. 2019-001WE, RECORDED MAY 23, 2019, UNDER CHELAN COUNTY AUDITOR'S FILE NO. 2496380).