

CITY OF LYNDEN



Mayor
Scott Korthuis

Council Members
Gary Bode
Ron De Valois
Gerald Kuiken
Nick H. Laninga
Brent Lenssen
Kyle Strengholt
Mark Wohlrab

City Council - Regular Meeting
Annex - 205 Fourth Street
February 6, 2023

Call to Order

Pledge of Allegiance

Roll Call

Oath of Office

Summary Reports and Presentations

Approval of Minutes

- [1.](#) Draft Council Minutes – January 17, 2023

Citizen Comment

Consent Agenda

- [2.](#) Approval of Payroll and Claims
- [3.](#) 2023 Advisory Committee Approvals
- [4.](#) 2023 MOU with North Sound Region-Settling Opioid Fund Distributions
- [5.](#) Amendment to Friendship Diversion Contract

Public Hearing

Unfinished Business

New Business

Other Business

- [6.](#) Public Works Committee Meeting Minutes January 11, 2023
- [7.](#) Draft Parks Committee Minutes January 17, 2023,
- [8.](#) Community Development Committee Mtg Minutes of 1-18-23
- [9.](#) Calendar

Executive Session

Adjournment

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EXECUTIVE SUMMARY



Meeting Date:	February 6, 2023	
Name of Agenda Item:	Draft Council Minutes – January 17, 2023	
Section of Agenda:	Approval of Minutes	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Other: N/A
		Legal Review:
		<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	Draft Council Minutes – January 17, 2023	
Summary Statement:	Draft Council Minutes for Council review and possible approval.	
Recommended Action:	Review and approve draft minutes.	

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CITY COUNCIL MINUTES OF REGULAR MEETING



January 17, 2023

1. CALL TO ORDER

Mayor Korthuis called to order the January 17, 2023 regular session of the Lynden City Council at 7:00 p.m. at the city's council chambers.

PLEDGE OF ALLEGIENCE

ROLL CALL

Members present: Councilors Gary Bode, Ron De Valois, Gerald Kuiken, Brent Lenssen, and Kyle Strengholt.

Members absent: Councilors Laninga and Wohlrab absent with notice.

Staff present: Finance Director Anthony Burrows, Fire Chief Mark Billmire, Parks Director Brent DeRuyter, Planning Director Heidi Gudde, City Clerk Pam Brown, City Administrator John Williams, and City Attorney Bob Carmichael.

OATH OF OFFICE – None

SUMMARY REPORTS AND PRESENTATIONS - None

APPROVAL OF MINUTES

Councilor De Valois moved, and Councilor Kuiken seconded to approve the January 3, 2023, regular meeting minutes. Motion approved on 5-0 vote.

CITIZEN COMMENT

Cynthia Ripke-Kutsagoitz, Guide Meridian, Lynden

- Cynthia expressed her opinions on Martin Luther King Jr. and his view on abortion.
- Spoke to her opposition to the location of the transitional houses in Lynden.

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CITY COUNCIL
MINUTES OF REGULAR MEETING



2. CONSENT AGENDA

Payroll Liability to January 1 through January 14, 2023

EFT & Other Liabilities

Non-L&I Liabilities

Monthly EFT	\$405,362.34
Check Liability	\$0.00
Total Non-L&I Liabilities	\$405,362.34
Quarterly Liabilities	\$13,036.84
Total EFT & Other Liabilities	\$412,253.72

Approval of Claims – December 31, 2022 (Period 13)

Manual Warrants No.	=	through	=		\$0.00
EFT Payment Pre-Pays					\$0.00
				Sub Total Pre-Pays	\$0.00
Voucher Warrants No.	<u>26425</u>	through	<u>26539</u>		\$2,243,078.27
EFT Payments					<u>\$0.00</u>
				Sub Total	\$2,243,078.27
				Total Accts. Payable	\$2,243,078.27

Res-23-1060, Request to Cancel Checks

Ord-23-1663, Setting the Final Property Tax

Letter of Commitment for Maintenance Building

The City of Lynden is interested in entering into an agreement with Trane for preconstruction services to proceed with the project engineering design necessary to provide the City with a firm fixed price for the scope of work for the following services:

- Architecture: Building appearance and layout.
- Civil: Designing the parking area, landscaping, runoff management, utilities plan.
- Structural: To include seismic and other code requirements.
- Mechanical: Heating calculations, plumbing connections, HVAC equipment selections.
- Electrical: Connecting building to electric lines, placing power outlets, Lighting, computer networking, other electrical requirements.

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- Exploring and applying for possible state grants.
- The drawing set will be to a 30%-40% level (preliminary design).
- The design will include load calculations to ensure the equipment can maintain warehouse temperatures in all ambient weather conditions.

The Public Works Committee reviewed this letter of commitment at their meeting on January 11 and recommended forwarding to City Council for approval.

Mayor noted a Scribner's error in the ES document for the Letter of Commitment for Maintenance Building. He stated that the amount of 464, 000 (as stated in the letter) is the correct amount.

Motion made by Councilor Bode seconded by Councilor De Valois to approve the consent agenda as presented. Motion approved 5-0 .

3. PUBLIC HEARING- None

4. UNFINISHED BUSINESS - None

5. NEW BUSINESS

Final Plat Approval- Kamm Creek PRD

The Kamm Creek Planned Residential Development (PRD) is a 20-acre subdivision located in the southeast corner of the city along the west side Northwood Road. Property division on this project is constrained by critical areas and floodplain. As a result, a PRD was used to cluster 40 single-family lots into two areas. Private streets, storm water management, and conservation areas in this PRD will be the perpetual responsibility of the Homeowners Association – which is described in the easement documents and the property's CCRs (Covenants Conditions and Restrictions).

City Council granted preliminary plat approval for the Kamm Creek PRD in November of 2020. Subsequently, the Council reviewed and approved the PRD's development agreement and CCRs on April 4, 2022 (Finding and the Agreement are included in council packet).

The Council is being asked to consider final plat approval for the Kamm Creek PRD under the following conditions:

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1. Completion of all punch list items.
2. Submittal and acceptance of required maintenance and performance bonds.
3. Payment of final inspection fees for plat construction.
4. Submittal of final as-built drawings.
5. Final development fees paid in full.
6. Installation of all streetlights and street trees.
7. Recording of necessary utility and access easements.
8. Completion of development agreement obligations including provisions to extend pedestrian trail easements to the west per Sec. 3.5 and all required off-site improvements.
9. Recording of final development agreement and private stormwater maintenance agreement as approved by City Council on April 4, 2022.
10. Submittal and recording of final plat mylars.

Councilor Lenssen moved, and Councilor Strengholt seconded to grant final plat approval of Kamm Creek Planned Residential Development subject to the conditions 1-10 listed above and to authorize the Mayor's signature on the final plat documents. Motion approved 5-0.

6. OTHER BUSINESS

Councilor Strengholt reported these items for the Finance Committee:

- Approval of payroll and claims.
- Review of OT for all departments, with the police department setting a record for December 2022 and the 2022 year overall.
- Sales tax remains strong.
- Review of property tax ordinance. The full assessed value of property in Lynden went from 2.8 billion to 3.4 billion.
- There is no monthly report for this period because it is the (13th period).

Councilor De Valois reported these items for the Parks Committee:

- SHKS presented a conceptual schematic to the committee.
- Bridge pre-drilling and windmill renovation is taking place in the Benson Barn.
- Schoolyard Park fence and backstop removal is ongoing.
- Discussion of trails.
- Additional Parks maintenance employee has been offered a position.
- Update to Lynden Youth Sports agreement.
- Recommendations for Park and Trail Advisory Committee.

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CITY COUNCIL MINUTES OF REGULAR MEETING



7. EXECUTIVE SESSION

Council adjourned into executive session at 7:15 to discuss with legal counsel representing the city matters relating to agency enforcement actions, under RCW 42.30.110(1)(i). Council expects to be in executive session until 7:30 p.m. with potential action to follow.

Council reconvened at 7:20 p.m. and made a motion.

Councilor De Valois moved and Councilor Bode seconded to authorize the Mayor to sign and execute the Release Agreement as discussed in executive session. Motion approved 5-0.

8. ADJOURNMENT

The January 17, 2023, regular session of the Lynden City Council adjourned at 7:20 p.m.

Pamela D. Brown, City Clerk

Scott Korthuis, Mayor

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EXECUTIVE SUMMARY



Meeting Date:	February 6, 2023	
Name of Agenda Item:	Approval of Payroll and Claims	
Section of Agenda:	Consent	
Department:	Finance	
Council Committee Review:	<input type="checkbox"/> Community Development <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:	None	
Summary Statement:	Approval of Payroll and Claims	
Recommended Action:	Approval of Payroll and Claims	

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EXECUTIVE SUMMARY



Meeting Date:	February 6, 2023	
Name of Agenda Item:	Appointment of Committee Members	
Section of Agenda:	Consent	
Department:	Parks	
Council Committee Review:	Legal Review:	
<input type="checkbox"/> Community Development <input type="checkbox"/> Public Safety <input type="checkbox"/> Finance <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Parks <input type="checkbox"/> Other: _____	<input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:		
None		
Summary Statement:		
<p>The Park and Trail Advisory Committee discussed possible candidates to fill the vacancies left by Mr. Colby Weg and Mr. Mike Schaeffer and unanimously voted to submit Len VanderVelden and Ms. Pam Holladay for council approval. Their one-year term would be from January 1, 2023 to December 31, 2023. The Berthusen Park Advisory Committee also received notification and approved the reassignment for a 3-year term to Dave Timmer. His term would be from January 1, 2023 to December 31, 2025.</p>		
Recommended Action:		
<p>Motion for council approval of Len VanderVelden and Pam Holladay to the Park and Trail Advisory Committee and Dave Timmer to the Berthusen Park Advisory Committee.</p>		

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EXECUTIVE SUMMARY

Meeting Date:	February 6, 2023	
Name of Agenda Item:	2023 MOU with North Sound Region-Settling Opioid Distributions	
Section of Agenda:	Consent	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks <input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Other: None	Legal Review: <input checked="" type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required
Attachments:	MOU between North Sound Region Participating Local Governments and North Sound Behavioral Health Administration Service Organization.	
Summary Statement:	<p>As a result of the lawsuit filed by the Washington State Attorney General against the opioid manufacturing companies, the City of Lynden is receiving a prorated share of the settlement based on population. One of the requirements of the settlement is that the city is required to be a part of a regional group established within the agreement (North Sound Region)</p> <p>The attached agreement would make the City of Lynden a part of the “North Sound Region” group as required by the State. There be a later agreement that will establish the use of the funds as required for education and services related to opioid misuse.</p>	
Recommended Action:	Review and approve a motion to sign the agreement to participate in the North Sound Region group and to continue to receive the disbursements from the settlement(s).	

MEMORANDUM OF UNDERSTANDING BETWEEN
NORTH SOUND REGION PARTICIPATING LOCAL GOVERNMENTS
AND
NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES
ORGANIZATION

This Agreement is made between the North Sound Region “Participating Local Governments” as defined by the “One Washington Memorandum of Understanding Between Washington Municipalities” (One WA MOU), attached hereto as Exhibit A and fully incorporated herein, and the North Sound Behavioral Health Administrative Services Organization (NSBH-ASO), (collectively “Parties”), for the purpose of establishing the Opioid Abatement Council (OAC) required by the One WA MOU. The Parties to this Agreement mutually agree to the terms contained herein.

RECITALS

- A. Whatcom, Skagit, Island, San Juan, and Snohomish Counties are Participating Local Governments pursuant to the One WA MOU, as are the following cities within those counties:

Bellingham, Ferndale, and Lynden (Whatcom County)

Anacortes, Burlington, Mount Vernon, and Sedro Woolley (Skagit County)

Oak Harbor (Island County)

Arlington, Bothell, Edmonds, Everett, Lake Stevens, Lynnwood, Marysville, Mill Creek, Monroe, Mountlake Terrace, Mukilteo, and Snohomish (Snohomish County)

All of the above-listed municipalities shall be collectively referred to as “Participating Local Governments.”

- B. All of the Participating Local Governments are also participants in the “Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State” (Allocation Agreement), attached hereto as Exhibit B and fully incorporated herein. It is anticipated that the initial funds from this settlement will be distributed directly to the Participating Local Governments prior to the end of 2022.
- C. The Participating Local Governments further anticipate receipt of additional funds resulting from settlements with opioid pharmaceutical supply chain participants. Funds allocated to all of the Participating Local Governments pursuant to the One WA MOU shall be collectively referred to herein as “Opioid Funds.” This agreement will apply to all Opioid Funds received pursuant to the Allocation Agreement and as a result of future settlements as defined in the One WA MOU.

- D. The NSBH-ASO administers behavioral health services and programs under chapters 71.24 and 71.05 RCW within the North Sound regional service area established under RCW 74.09.870.
- E. The parties seek to designate a special subcommittee of the NSBH-ASO as the North Sound Opioid Abatement Council pursuant to Section C.4.h of the One WA MOU and pursuant to Section 15 of the Allocation Agreement for the purposes of overseeing the use of Opioid Funds allocated to the aforementioned Participating Local Governments 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.
- F. This Agreement is made to carry out the One WA MOU and related settlement documents.
- G. This Agreement does not contemplate a joint budget.
- H. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

AGREEMENT

1. The foregoing Recitals A through H are true and correct and are incorporated herein by reference as if fully set forth herein.
2. The Participating Local Governments hereby designate a special subcommittee of the NSBH-ASO as the North Sound Opioid Abatement Council pursuant to Section C.4.h of the One WA MOU and pursuant to Section 15 of the Allocation Agreement to oversee allocation, distribution, expenditures, and dispute resolution of Opioid Funds allocated to the Participating Local Governments consistent with the Approved Purposes set forth in the One WA MOU and Allocation Agreement and consistent with the purposes set forth in Section 8 of the Allocation Agreement (collectively “Approved Purposes”).
3. The OAC shall be composed of one representative of each participating county and one city representative per county. The participating cities within each county shall choose one individual to represent all of the cities within that county.
4. It is anticipated that the Participating Local Governments will directly receive the Opioid Funds and will maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government’s allocation of Opioid Funds, whichever is less. If the OAC receives any of the Opioid Funds, it will immediately transfer those funds to the Participating Local Governments consistent with the Allocation Agreement.

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

6. Pursuant to section C.4.b of the One WA MOU, ten percent (10%) of Opioid Funds received by all of the Participating Local Governments will be reserved, on an annual basis, for administrative costs related to the OAC’s responsibilities established by this agreement. NSBH-ASO will provide an annual budget and accounting for actual costs and will be reimbursed for those costs in proportion to the amount of funds received by each local government.

7. Opioid Funds will be subject to mechanisms for auditing and reporting to provide public accountability and transparency. All records related to the receipt and expenditure of Opioid Funds shall be maintained for no less than five (5) years and such records shall be available for review by the Parties to this Agreement, government oversight authorities, and the public. Each party shall be responsible for its own compliance with the Washington Public Records Act, chapter 42.56 RCW (as may be amended). This Agreement, once executed, will be a “public record” subject to production to a third party if it is requested under Chapter 42.56 RCW.

8. The OAC subcommittee of NSBH-ASO will be responsible for the following actions with respect to Opioid Funds:

- a. Monitor distribution of Opioid Funds to programs and services within the North Sound regional service area for Approved Purposes.
- b. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data for expenditures of Opioid Funds by the Participating Local Governments, which it shall update at least annually.
- c. If necessary, require and collect additional outcome-related data to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements. Prior to establishing these requirements, evaluation and reporting tools will be developed in partnership with Participating Local Governments, unless already stipulated by the One WA MOU.
- d. Hearing complaints by Participating Local Governments regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

9. If any Party to this Agreement believes another Party violated the terms of this Agreement, the WA One MOU, and/or the Allocation Agreement, the aggrieved Party may seek judicial enforcement of the terms of this Agreement, the WA One MOU, and/or the Allocation Agreement. The Parties hereby stipulate that venue of any action shall be in accordance with

RCW 4.12.080. Prior to filing any such action, the alleging Party shall first provide the alleged offending Party notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Party or alleged offending Party may be represented by their respective public entity in accordance with Washington law.

10. 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.

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

13. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute this Agreement.

Approved this ___ day of _____, 2023

Gary Bode
City of Lynden Mayor Pro Tem

Date

State of Washington}

County of Whatcom}

Subscribed and affirmed before me on this
_____ day of February, 2023.

Notary Public Signature

My appointment Expires: September 4, 2025

Exhibit A

**ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN
WASHINGTON MUNICIPALITIES**

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

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

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

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

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

A. Definitions

As used in this MOU:

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Allocation of Settlement Proceeds for Approved Purposes

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

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

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

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

C. Regional Agreements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Payment of Counsel and Litigation Expenses

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

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

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

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

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

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

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

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

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

E. General Terms

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

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

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

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

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

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

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

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this ____ day of _____, 2023 by:

Name & Title, Gary Bode, Mayor Pro Tem

On behalf of City of Lynden, WA

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

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

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

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

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

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

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

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

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

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

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

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

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

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

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

PART TWO: PREVENTION

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

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

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

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

G. PREVENT MISUSE OF OPIOIDS

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

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

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

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

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

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

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

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

K. TRAINING

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

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

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

L. RESEARCH

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

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

EXHIBIT B

County	Local Government	% Allocation
<u>Adams County</u>		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
<u>Asotin County</u>		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
<u>Benton County</u>		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
<u>Chelan County</u>		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
<u>Clallam County</u>		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

*** - Local Government appears in multiple counties B-1

EXHIBIT B

County	Local Government	% Allocation
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Clark County

Clark County		4.5149775326%
Battle Ground		0.1384729857%
Camas		0.2691592724%
La Center		
Ridgefield		
Vancouver		1.7306605325%
Washougal		0.1279328220%
Woodland***		
Yacolt		
County Total:		6.7812031452%

Columbia County

Columbia County		0.0561699537%
Dayton		
Starbuck		
County Total:		0.0561699537%

Cowlitz County

Cowlitz County		1.7226945990%
Castle Rock		
Kalama		
Kelso		0.1331145270%
Longview		0.6162736905%
Woodland***		
County Total:		2.4720828165%

Douglas County

Douglas County		0.3932175175%
Bridgeport		
Coulee Dam***		
East Wenatchee		0.0799810865%
Mansfield		
Rock Island		
Waterville		
County Total:		0.4731986040%

Ferry County

Ferry County		0.1153487994%
Republic		
County Total:		0.1153487994%

*** - Local Government appears in multiple counties B-2

EXHIBIT B

County	Local Government	% Allocation
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Franklin County

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

Garfield County

Garfield County		0.0321982209%
Pomeroy		
County Total:		0.0321982209%

Grant County

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

*** - Local Government appears in multiple counties B-3

EXHIBIT B

County	Local Government	% Allocation
<u>Grays Harbor County</u>		
	Grays Harbor County	0.9992429138%
	Aberdeen	0.2491525333%
	Cosmopolis	
	Elma	
	Hoquiam	
	McCleary	
	Montesano	
	Oakville	
	Ocean Shores	
	Westport	
	County Total:	1.2483954471%
<u>Island County</u>		
	Island County	0.6820422610%
	Coupeville	
	Langley	
	Oak Harbor	0.2511550431%
	County Total:	0.9331973041%
<u>Jefferson County</u>		
	Jefferson County	0.4417137380%
	Port Townsend	
	County Total:	0.4417137380%

*** - Local Government appears in multiple counties B-4

EXHIBIT B

County	Local Government	% Allocation
King County		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

*** - Local Government appears in multiple counties B-5

EXHIBIT B

County	Local Government	% Allocation
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Kitsap County

Kitsap County		2.6294133668%
Bainbridge Island		0.1364686014%
Bremerton		0.6193374389%
Port Orchard		0.1009497162%
Poulsbo		0.0773748246%
County Total:		3.5635439479%

Kittitas County

Kittitas County		0.3855704683%
Cle Elum		
Ellensburg		0.0955824915%
Kittitas		
Roslyn		
South Cle Elum		
County Total:		0.4811529598%

Klickitat County

Klickitat County		0.2211673457%
Bingen		
Goldendale		
White Salmon		
County Total:		0.2211673457%

Lewis County

Lewis County		1.0777377479%
Centralia		0.1909990353%
Chehalis		
Morton		
Mossyrock		
Napavine		
Pe Ell		
Toledo		
Vader		
Winlock		
County Total:		1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Lincoln County

Lincoln County		0.1712669645%
Almira		
Creston		
Davenport		
Harrington		
Odessa		
Reardan		
Sprague		
Wilbur		
County Total:		0.1712669645%

Mason County

Mason County		0.8089918012%
Shelton		0.1239179888%
County Total:		0.9329097900%

Okanogan County

Okanogan County		0.6145043345%
Brewster		
Conconully		
Coulee Dam***		
Elmer City		
Nespelem		
Okanogan		
Omak		
Oroville		
Pateros		
Riverside		
Tonasket		
Twisp		
Winthrop		
County Total:		0.6145043345%

Pacific County

Pacific County		0.4895416466%
Ilwaco		
Long Beach		
Raymond		
South Bend		
County Total:		0.4895416466%

*** - Local Government appears in multiple counties B-7

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Pend Oreille County

Pend Oreille County		0.2566374940%
Cusick		
Ione		
Metaline		
Metaline Falls		
Newport		
County Total:		0.2566374940%

Pierce County

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

San Juan County

San Juan County		0.2101495171%
Friday Harbor		
County Total:		0.2101495171%

*** - Local Government appears in multiple counties B-8

EXHIBIT B

County	Local Government	% Allocation
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Skagit County

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

Skamania County

Skamania County		0.1631931925%
North Bonneville		
Stevenson		
County Total:		0.1631931925%

Snohomish County

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

*** - Local Government appears in multiple counties B-9

EXHIBIT B

County	Local Government	% Allocation
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Spokane County

Spokane County		5.5623859292%
Airway Heights		
Cheney		0.1238454349%
Deer Park		
Fairfield		
Latah		
Liberty Lake		0.0389636519%
Medical Lake		
Millwood		
Rockford		
Spangle		
Spokane		3.0872078287%
Spokane Valley		0.0684217500%
Waverly		
County Total:		8.8808245947%

Stevens County

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

Thurston County

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

Wahkiakum County

Wahkiakum County		0.0596582197%
Cathlamet		
County Total:		0.0596582197%

*** - Local Government appears in multiple counties B-10

EXHIBIT B

County	Local Government	% Allocation
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Walla Walla County

Walla Walla County		0.5543870294%
College Place		
Prescott		
Waitsburg		
Walla Walla		0.3140768654%
County Total:		0.8684638948%

Whatcom County

Whatcom County		1.3452637306%
Bellingham		0.8978614577%
Blaine		
Everson		
Ferndale		0.0646101891%
Lynden		0.0827115612%
Nooksack		
Sumas		
County Total:		2.3904469386%

Whitman County

Whitman County		0.2626805837%
Albion		
Colfax		
Colton		
Endicott		
Farmington		
Garfield		
LaCrosse		
Lamont		
Malden		
Oakesdale		
Palouse		
Pullman		0.2214837491%
Rosalia		
St. John		
Tekoa		
Uniontown		
County Total:		0.4841643328%

*** - Local Government appears in multiple counties B-11

EXHIBIT B

County	Local Government	% Allocation
Yakima County		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

*** - Local Government appears in multiple counties B-12

CITY OF LYNDEN



EXECUTIVE SUMMARY

Meeting Date:	February 6, 2022	
Name of Agenda Item:	Friendship Diversion	
Section of Agenda:	Consent	
Department:	Court	
Council Committee Review:	Legal Review:	
<input type="checkbox"/> Community Development	<input type="checkbox"/> Public Safety	<input type="checkbox"/> Yes - Reviewed
<input type="checkbox"/> Finance	<input type="checkbox"/> Public Works	<input type="checkbox"/> No - Not Reviewed
<input type="checkbox"/> Parks	<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Review Not Required
Attachments:		
Document 1: Amendment re: fees		
Document 2: Services Agreement for Friendship Diversion Services		
Summary Statement:		
Friendship Diversion is requesting a \$17.00 increase in fees starting February 1, 2023. \$15.00 enrollment increase \$1.00 GPS/\$1.00 SCRAM		
Recommended Action:		
On going contract for review of increased fees. Information only.		

**FIRST MODIFICATION TO SERVICES AGREEMENT
ELECTRONIC HOME MONITORING AND ELECTRONIC HOME DETENTION SERVICES
CONTRACT #**

The **CITY OF BELLINGHAM**, a first-class municipal corporation of the State of Washington (hereinafter the "City"), and **FRIENDSHIP DIVERSION SERVICES** (hereinafter the "Contractor"), in consideration of the mutual covenants herein, agree as follows:

- 1. **EXISTING AGREEMENT MODIFIED:** The City and the Contractor entered into the Agreement, dated August 14, 2019 (Contract C2101189) which is incorporated herein by this reference (hereinafter the "Agreement"). The parties hereby modify that Agreement.
- 2. **MODIFICATIONS TO EXISTING AGREEMENT:** Effective February 1, 2023, Section VI. A. of the Agreement is replaced with the following:

Enrollment	65.00
Combo enrollment	85.00
Jail enrollment after business hours	100.00

Daily fees for EHM, GPS, and Scram w/o Ethernet or WBS	15.50
Scram w/component	17.50
Combo w/o component	30.00
Combo w/component	30.00

Insurance deductible for each lost, stolen, or destroyed device	50.00
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A once-a-month charge to offset Contractor's costs for power cords and breakaway beacons, exhaust caps, tamper clip cutters, face plate removers, straps, and face plates.	250.00
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**SERVICES AGREEMENT
CITY OF LYNDEN - FRIENDSHIP DIVERSION SERVICES**

The **CITY OF LYNDEN**, a municipal corporation of the State of Washington (hereinafter the "City"), with offices located at City Hall, 300 4th Street, Lynden, Washington, 98264, and **FRIENDSHIP DIVERSION SERVICES**, a Washington Public Benefit Nonprofit Corporation (hereinafter the "Contractor"), with its primary office location at 2415 Evergreen Park Drive SW, Suite C-2 Olympia, WA 98502, in consideration of the mutual covenants herein, do hereby agree as follows:

I. PURPOSE: The purpose of this Agreement is to provide for electronic home monitoring and electronic home detention services consistent with state law; and the laws of the City of Lynden.

II. TERM OF AGREEMENT: Notwithstanding the date of execution hereof, this Agreement shall be in effect from April 1, 2021 and continue in effect through March 31, 2022. This Agreement shall automatically extend, annually, for one year terms until terminated under Section XI. In the event that this Agreement is terminated, Contractor shall have the responsibility to continue to provide program services for all defendants referred by the City of Lynden Municipal Court prior to termination.

III. LIAISON: The City's officers responsible for this Agreement are Court Services Coordinators Tammy Graham and Tammy DeZeeuw or as otherwise designated in writing by the City ("Project Managers"). The Contractor's responsible person is Ronnie Wuest.

IV. SCOPE OF WORK, STATUS OF CITY AS SUPERVISING AGENCY, AND STATUS OF CONTRACTOR AS A MONITORING AGENCY: The Contractor, acting as an independent contractor, shall provide electronic home monitoring and electronic home detention equipment and services to the City, in support of the City's home electronic monitoring/detention program. The City will conduct the program, which provides a form of misdemeanor supervision services, as the Supervising Agency, through and under the direction of the City's Department of Municipal Court, a limited jurisdiction court. The equipment and services to be provided under the Agreement are more specifically set forth in Exhibit 'A' (Scope of Work), which is attached and incorporated herein by this reference. The number of referrals to the Contractor

for services shall be at the sole discretion of the City. Contractor agrees to provide its own labor and materials in conjunction with providing such services. For purposes of this Agreement, the Contractor represents that it is a "Monitoring Agency" and agrees to act as a "Monitoring Agency" under applicable state law. The Contractor further agrees to:

- A. Maintain an office no further away than the City of Bellingham, reasonably proximate to Lynden Municipal Court, and its designated probation officers for the provision of services with local business hours of no less than 40 hours per week at times that are mutually agreeable to the City and the Contractor;
- B. Comply with all provisions of state law regarding the equipment and services provided (if any provisions of this Agreement are inconsistent with state law, state law shall control);
- C. Provide monitoring services consistent with orders of the Lynden Municipal Court, the protocols set forth in the attached Scope of Work, and any updates to the protocols provided in writing by the City to the Contractor during the pendency of this Agreement, provided, however, that if any ambiguity exists among these provisions as applied to a particular matter, the order of the Lynden Municipal Court shall have precedence; and
- D. Testify at contested hearings and other court proceedings as needed.

V. CITY'S OBLIGATIONS: In order to assist the Contractor in providing its services under this contract, the City shall:

- A. Provide to the Contractor relevant information which is available and subject to disclosure under applicable laws and court rules, as well as coordination with other agencies as necessary;
- B. Provide the Contractor the orders of the Lynden Municipal Court and written updates to the protocols necessary during the pendency of this Agreement, provided, however, that prior to implementing any such updates, the City shall consult with the Contractor, and any updates that increase the Contractor's workload will be subject to modification of the compensation to the Contractor based on a good faith negotiation between the parties.

VI. COMPENSATION:

- A. Contractor and City have agreed upon the fees for the services provided under this Agreement as follows:

1. \$50 non-refundable hook-up fee (\$75.00 when both GPS and SCRAM are placed during the same intake)
2. \$14.50 per day for GPS
3. \$14.50 per day for SCRAM
4. \$15 enrollment fee and \$7 per day for SCRAM Remote Breath
5. \$2.00 per day component fee, when applicable
6. \$25.00 per day for both GPS and SCRAM

The City acknowledges that if the manufacturer of devices used under this Agreement increases the cost to the Contractor, the parties to this Agreement will negotiate in good faith toward a modification of the fee amounts consistent with the cost increase.

B. Contractor shall assess and collect the fee, plus sales tax if applicable, directly from the offender except where indigency is determined. The threshold for indigency shall be 150% of Federal Poverty Guidelines. Where the offender is found to be indigent, the City shall reimburse Contractor as set forth in this Agreement. A sliding scale payment shall be assessed to offenders as set forth in the attached Scope of Work. The sliding scale formula will be provided to the Contractor by the City and may be updated in writing, at the discretion of the City, as appropriate. The City further reserves the right to implement increased City subsidies in the program to ensure that individuals are not precluded from participating due to cost barriers.

C. For any amount due and owing to the Contractor that is waived due to indigency, the City shall pay the Contractor on the basis of invoices for work satisfactorily completed. Invoices, with appropriate backup and detail, shall be submitted to the Coordinators for approval prior to payment.

D. To the extent required by law, the City will assume responsibility for the costs of pre-trial EHM services and shall pay costs directly to the Contractor. For any amount due and owing to the Contractor that is waived due to an offender's pre-trial status, the City shall pay the Contractor on the basis of invoices for work satisfactorily completed. Invoices, with appropriate backup and detail, shall be submitted to the Finance Department attention: Accounts Payable, for approval prior to payment.

E. The parties recognize that the Contractor's maintenance of local business hours for EHM services is of substantial value to the City and that this local presence results in certain fixed costs. Contractor has committed to maintain business hours of no less than 40 hours per week at times that are mutually agreeable to the City and the Contractor.

VII. EXTRA WORK: Work in addition to, or different from, that provided for in this Agreement, including the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.

VIII. ACCOUNTING AND AUDIT: The Contractor agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate.

IX. LIABILITY AND INSURANCE:

A. The Contractor shall defend, indemnify and hold harmless the City, its officers, employees, principals and agents from any and all injury or damage to the City or its property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, incident to, or due to any actual or alleged negligence, intentional act, or breach of duty by the Contractor, its agents, employees, representatives or subcontractors in performing work and services under this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. In the event any claims, suits, or actions result from the concurrent negligence of (a) the City or the City's agents or employees and (b) the Contractor or the Contractor's agents or employees, the defense and indemnity provisions in the preceding paragraph of this section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

C. The Contractor specifically agrees to defend and indemnify the City from claims or suits brought by Contractor's own employees against the City. For this purpose, Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts. This waiver has been mutually negotiated by the parties.

D. The Contractor will obtain and maintain in force at least the following minimum insurance coverages covering all activity under this Agreement, and as to which the City shall be named as additional insured (with any endorsement required by the policy):

- | | |
|--|---|
| 1. Workers Compensation: | Statutory Amount |
| 2. Broad Form Comprehensive General Liability: | \$1,000,000 per occurrence
\$2,000,000 aggregate |
| 3. Criminal Justice Liability (including Errors and Omissions Coverage): | \$1,000,000 per occurrence
\$2,000,000 aggregate |

Said insurance shall be primary and noncontributory with any other insurance for which the City is a named insured. Contractor represents that said insurance is of the type and amount that is customary for the services provided.

An insurance certificate showing the coverage required under this paragraph will be submitted to the City for approval at least annually.

X. COMPLIANCE WITH LOCAL LAWS: The Contractor shall be duly licensed (including Business License with the City of Lynden) and shall comply with all applicable laws, ordinances, and codes of the State and local governments.

XI. TERMINATION; REDUCTION IN FUNDING:

A. Should either party hereto believe that the other has failed to substantially perform all or part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the reasonable satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Contractor shall be paid an amount, in the discretion of the Project Managers, which takes into account actual costs incurred by the Contractor in performing the project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the project work which has been

performed to the date of termination. In no event shall the Contractor receive an amount based on anticipated profit on unperformed services or other work.

B. In addition to termination for cause, either party may unilaterally terminate this contract, for any reason, by providing 60 days written notice of termination.

C. On the giving of notice of termination by either party, Contractor shall immediately begin winding down its services in anticipation of the termination, and shall be prepared to deliver to the City all documents and other uncompleted work on the date of termination.

D. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints, and prior to its normal completion, the City may summarily terminate the Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination provision of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.

E. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor 's business entity hereby agree to complete the work under the terms of this Agreement if requested to do so by the City in the City's sole discretion.

F. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

XII. ASSIGNMENT: Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

XIII. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action in law or equity, or judicial proceeding for the

enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Whatcom County Superior Court, Bellingham, Washington.

XIV. STATUS OF CONTRACTOR: Neither Contractor nor personnel employed by the Contractor shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose. Contractor shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs. Further, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses (if required), maintains a separate set of books and records for such business, and has established or will, by beginning of performance hereunder, establish an account with the State Department of Revenue and have received a unified business identifier number (if required).

XV. CONTRACTOR'S STUDIES, REPORTS AND WORK PRODUCT:

A. The Contractor may be required to prepare such information and studies as may be pertinent and necessary, or as may be requested by the City, in order that the City may pass critical judgment on the work. This item does not constitute additional work as described in this Agreement.

B. All documents, maps and other materials of whatever kind prepared by the Contractor pursuant to this Agreement shall be deemed property of the City upon completion or termination of the Agreement. The Contractor may keep file copies of its work product but shall retain no other rights of ownership therein.

XVI. EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES: The Contractor agrees that it will comply with all State and local non-discrimination laws and regulations in effect at the time this Agreement is executed. The Contractor shall comply with all Federal non-discrimination laws and regulations if any of this Agreement is financed with Federal funds.

XVII. NOTICE. Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth herein below:

City: City of Lynden
 Department of Municipal Court
 300 4th Street
 Lynden, WA 98264

Attn: Tammy Graham and Tammy DeZeeuw,
 Court Services Coordinators

Contractor: Ronnie Wuest
 2415 Evergreen Park Drive SW, Suite C-2
 Olympia, WA 98502

Attn: Ronnie Wuest, Executive Director

Any notice given pursuant to this Agreement shall be delivered personally, sent by overnight courier or mailed by registered or certified mail to the addresses above or to such other address as a party shall from time to time advise in writing. If mailed, a notice shall be deemed received three (3) business days after the postmark affixed on the envelope by the United States Post Office.

XVIII. NO THIRD PARTY BENEFICIARIES OR DUTIES TO THIRD PARTIES CREATED.

This Agreement shall not be relied upon by third parties and no third party beneficiaries are created by this Agreement. No duties to third parties are created, express or implied, by this Agreement.

XIX. WORK FOR OTHER AGENCIES OR INDIVIDUALS. This Agreement is not an exclusive services Agreement. Contractor may take on other work or assignments from other agencies while completing the services set forth herein. Additionally, this Agreement shall not preclude the Contractor from providing services to individuals who seek services on a voluntary basis.

XX. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed document in writing pursuant to this Agreement.

EXECUTED, this the 8th day of June, 2021, for the Contractor:

Ronnie Wuest

Ronnie Wuest, Executive Director

EXECUTED, this the 8th day of June, 2021, for the CITY OF LYNDEN:

Scott Korth

Mayor

Departmental Approval:

Yamara Graham
Court Services Coordinator

Lamara A. Bizzoni
Court Services Coordinator

Attest:

Anthony B...
Finance Director

Approved as to Form:

[Signature]
City Attorney

EXHIBIT A

**CITY OF LYNDEN
SCOPE OF WORK
Electronic Monitoring Program**

The monitoring agency shall follow all applicable standards and directives contained in RCW 9.94A.731, 9.94A.734, 9.94A.735, and 9.94A.736 to the extent applicable. The monitoring agency shall develop protocols to provide contingency plans in the event of power loss, fire, flood, malfunction of equipment, and/or death or incapacitation of the participant.

Equipment

The monitoring agency shall provide the equipment manufactured by Track Group called Relialert. This device combines state of the art, 24/7 monitoring center, the web-based software, and their single unit, active Global Positioning System (GPS) device. Together these systems provide a complete option for electronic monitoring. The Reliever devices encompass both GPS and cellular communication technologies, that allows 2- and 3-way voice communication through the device with the participant, Friendship and Track Group. The monitoring center is alerted when the defendant violates established schedule/geographical restrictions, tampers with the strap, allows a low battery or allows a loss in communication. The monitoring agency shall adhere to protocol steps assigned to each risk level and appropriate responses, including a violation notification process, as established by the City, and described below. Relialert is a battery-operated device and does not require a telephone line from the defendant, only an electrical outlet to charge the internal battery.

At times, if deemed necessary, an alternate GPS device manufactured by Alcohol Monitoring Systems can be used.

Alcohol monitoring shall be provided with a Secure Continuous Remote Alcohol Monitoring (SCRAM) device manufactured by Alcohol Monitoring Systems (AMS). The SCRAM bracelet tests for alcohol consumption through insensible perspiration every 30 minutes, 24 hours per day. Alerts are generated if there is any attempt to remove the device or obstruct samples and when alcohol has been consumed. This technology and the test results have been found reliable in programs throughout United States. Monitoring agency staff have flexible options for retrieving information from the bracelet including in office downloads, home downloads through a land line base station, a base station with a wireless component or a base station with use of an Ethernet cable through a computer modem.

SCRAM devices are capable of providing presence monitoring for any participant on a Lynden Municipal Court ordered curfew.

The monitoring agency shall provide written notice to the City within 30 days of changing the manufacturers or any make/model of equipment.

Monitoring

The monitoring agency shall provide 24/7 pre/post adjudication monitoring services through Track Group and AMS, as ordered by the Court using one of the following:

- Pre-Trial Home Detention Order
- Home Detention Order (HDOR)
- Order for Active GPS Monitoring Order for SCRAM Monitoring
- Court Disposition Slip

Any participant being monitored for longer than 30 days shall be required, on a random basis, to meet with monitoring agency staff in person every 30 days.

Intake

The monitoring agency shall provide intake services for the City's electronic monitoring programs. Upon referral, an initial intake appointment shall be scheduled. During the enrollment appointment, an interview shall be conducted with the defendant to obtain contact information, financial status, conditions, reporting schedule and all other relevant information. The appointment shall also include a full description of program requirements and agreements.

A schedule for approved legitimate needs of the defendant shall be established, as allowed by the Court's order. Defendants enrolling in the home detention program shall be required to provide verification of employment and a work schedule, in writing, if they are employed and intends on reporting to work while being monitored. If the work schedule fluctuates, the defendant must provide a revised schedule with each change. The defendant shall be informed that monitoring agency staff may independently confirm their residence address and place of employment.

During the enrollment appointment, monitoring agency staff shall provide a thorough orientation of the device assigned to the defendant and make every effort to ensure defendants are fully cognizant of all program expectations.

For defendants enrolled in the home detention program, monitoring agency staff shall establish geographic boundaries and exclusion zones, consistent with the Court's order, as well as travel routes, days, and times of movement. Monitoring agency staff shall not authorize leaves outside of verified legal employment, verified treatment or Court approved activities without prior written authorization from the Court. In completing the enrollment process, the device shall be attached to the defendant and they will remain with monitoring agency staff until it is confirmed the device is tracking.

For defendants enrolled in the SCRAM program, monitoring agency staff shall provide the defendant with instructions regarding environmental alcohol contaminants. In completing the SCRAM enrollment process, the device shall be attached to the defendant and all accessories and components provided.

Reporting

The following court-approved forms shall be utilized for administration of the Home Detention and SCRAM programs:

Failure to Enroll

The Failure to Enroll shall include the following:

- the defendant’s name;
- case number(s);
- indication of sentenced or pre-trial;
- offense(s);
- indication of the appropriate program; and
- a brief narrative regarding defendant’s failure to enroll in the ordered program, including previously missed appointments.

The Failure to Enroll notice shall be signed, dated, and provided by close of business on the day prior to the defendant’s scheduled jail review hearing, unless otherwise approved by the Court.

Confirmation of Enrollment

The Confirmation of Enrollment shall include:

- the defendant’s name;
- case number(s);
- indication of sentenced or pre-trial;
- indication of Active Monitoring, when applicable;
- offense(s);
- indication of the appropriate program;
- expected completion date (when sentenced); and
- indication the defendant was advised that she/he does not have to appear at the scheduled jail review

The Confirmation of Enrollment shall be signed, dated, and provided by close of business on the date the defendant enrolls, unless otherwise approved by the Court. When a defendant re-enrolls in any program due to device removal or other instance causing monitoring to end, the notice shall indicate that the enrollment is a re-enrollment and the reason.

A defendant ordered to participate in the SCRAM program shall enroll with the monitoring agency by close of business the date the order is issued, unless otherwise ordered by the Court. When necessary, the court may allow defendants to enroll in the SCRAM program by 10 a.m. on the business day following the date the order was issued. When defendants fail to enroll in the SCRAM program by 10 a.m. on the day following the date the order was issued, the Failure to Enroll notice shall be signed, dated, and provided by 12 p.m.

Notice of Violation

The Notice of Violation shall include:

- the defendant’s name;

- case number(s);
- indication of sentenced or pre-trial;
- indication of the appropriate program;
- originating offense(s);
- date, time, location, and nature of violation, to include any attempts to contact defendant;
- a summary of the defendant’s response, to include any admissions/denials;
- the date monitoring began; and
- expected completion date.

When the violation includes a confirmation of alcohol consumption, the notice shall include an analysis graph as provided by the confirming agency. The Notice of Violation shall be signed, dated, and provided within one business day of monitoring agency staff becoming aware of the confirmed violation, unless otherwise approved by the Court.

Notice of Device Removal

The Notice of Device Removal shall include:

- the defendant’s name;
- case number(s);
- indication of sentenced or pre-trial
- offense(s);
- indication of the appropriate monitoring program;
- the reason and date the device was removed; and
- the total number of days the defendant was monitored.

The Notice of Removal shall be signed, dated, and provided within one business day of device removal, unless otherwise approved by the Court.

Notice to the Court

The Notice to the Court shall include:

- the defendant’s name;
- case number(s);
- indication of sentenced or pre-trial
- offense;
- indication of the appropriate monitoring program; and
- information that needs to be provided to the court.

The Notice to the Court shall be signed, dated, and provided within one business day, unless otherwise approved by the Court.

Notice of Completion

The Notice of Completion shall include:

- the defendant’s name;
- case number (s);
- indication of sentenced or pre-trial

- offense(s);
- indication of the appropriate monitoring program;
- the effective date the sentence was completed; and
- the total number of days the defendant was monitored.

The Notice of Completion shall be signed, dated, and provided within one business day of the completion, unless otherwise approved by the Court.

Monitoring agency staff shall provide all notices regarding pre-trial program enrollment to the court, the prosecuting attorney, the defendant’s attorney, and Whatcom County District Court Probation Department (probation). Monitoring agency staff shall provide all notices regarding post-conviction enrollment to the court and, when applicable, probation. Monitoring agency staff shall not provide any notices to probation regarding defendants who are not on probation.

Violations

The monitoring agency shall establish with the monitoring center how violations shall be reported, based on directions and protocols established by the City. Procedures shall range from next day e-mail to instant telephone contact with a designated monitoring agency staff member.

ELECTRONIC MONITORING violations include, but are not limited to:

- unapproved stops/locations;
- failure to charge battery as required;
- tampering with/attempt to remove device; and
- exclusion zone violations.

Active GPS Monitoring Violations

Monitoring agency staff shall immediately respond to all violations committed by defendants placed on active GPS monitoring, regardless of date or time. When monitoring agency staff become aware of a defendant violating an active GPS monitoring order by being in proximity to ordered exclusion zones, they shall immediately attempt communication with the participant to warn of the violation and attempt to interrupt entrance into the excluded zone. Monitoring agency staff shall attempt to contact the participant via the ELECTRONIC MONITORING device and all known phone numbers.

When exclusion zone parameters are breached, monitoring agency staff shall:

- activate the device’s audible siren;
- call the appropriate law enforcement agency via the non-emergency number and notify the agency of the exclusion zone violation; and
- coordinate with law enforcement to provide the current location of the participant and any further information/documentation, as requested.

SCRAM violations include, but are not limited to:

- failure to enroll;

- failure to upload;
- confirmed tampering;
- confirmed alcohol consumption; and
- failure to report to the monitoring agency for inspection/maintenance of the device.

Warrants

When a warrant is issued for a defendant enrolled in the SCRAM program, monitoring agency staff shall continue monitoring the defendant unless otherwise ordered by a Judicial Officer. When monitoring agency staff become aware that a defendant has an active warrant issued by another court, they shall send a Notice to the Court containing all known information about the warrant. Monitoring agency staff shall send a Notice to the Court advising if/when they are no longer able to monitor the defendant.

For defendants enrolled in the SCRAM program, monitoring agency staff shall send a Notice of Violation each day the defendant fails to upload SCRAM data. If the defendant fails to upload SCRAM data for five (5) consecutive days from the date the monitoring agency is notified of the defendant being placed on warrant status, monitoring agency staff shall notify the court and cease monitoring.

All pre-trial orders regarding the SCRAM program shall remain in effect unless otherwise ordered by the Judicial Officer and the defendant shall re-enroll in the SCRAM program upon release from jail. Monitoring agency staff shall not remove devices for those defendants with active warrants unless ordered to do so by the Court or jail/law enforcement personnel due to pending incarceration.

Financial Considerations

Defendants ordered to participate in either monitoring program for pre-trial purposes shall not incur any costs relative to the program unless otherwise ordered by the Court. Defendants participating in any program post-adjudication shall pay for the cost of the program, unless otherwise ordered by the Court. Defendants whose income is equal to or more than 150% of the federal poverty level shall pay the full cost of the ordered program. Defendants whose income is less than 150% of the federal poverty level shall pay for the costs of the ordered program based on a sliding scale established by the City. Defendants shall provide documentation of all net income, including disability benefits, prior to consideration for reduced fees. Defendants shall also provide documentation of all household members, and their incomes, when requesting a reduction in fees. All household net income, including disability benefits, shall be considered when determining a defendant's income relative to 150% of the federal poverty level. monitoring agency staff shall not deviate from the established scale without prior written approval from the City and shall, upon request, provide all documents used in determining the amount of fees paid by each defendant and/or the City.

Billing

Billing shall be submitted to the City no later than the 15th day of the month after the previous months end date. Payment shall be due and payable to the monitoring agency by the City within 30 days of the receipt of invoice.

Billing provided by monitoring agency shall include, for each defendant:

- full name;
- all related cause numbers;
- description of the type of monitoring provided;
- indication of pre-trial or post-conviction;
- number of days monitored;
- the specified amounts paid by each defendant for enrollment;
- ELECTRONIC MONITORING, SCRAM, combo, component, and other fees paid by the defendant;
- ELECTRONIC MONITORING, SCRAM, combo, component, and other fees paid by the City; and
- totals for each of the above categories.

NET INCOME	PERCENTAGE PAID BY DEFENDANT	ENROLLMENT	DAILY	COMBO
INDIVIDUAL				
< \$6,314	DEFENDANT PAYS NO FEES	\$0	\$0	\$0
\$6,315 - \$12,884	DEFENDANT PAYS NOMINAL FEES	\$5	\$2	\$4
\$12,885 - \$16,144	DEFENDANT PAYS 25%	\$12.50	\$3.75	\$6.25
\$16,145 - \$19,319	DEFENDANT PAYS 50%	\$25	\$7.25	\$12.50
>\$19,320	DEFENDANT PAYS FULL AMOUNT	\$50	\$14.50	\$25.00
2 HOUSEHOLD MEMBERS				
< \$8,514	DEFENDANT PAYS NO FEES	\$0	\$0	\$0
\$8,515 - \$17,489	DEFENDANT PAYS NOMINAL FEES	\$5	\$2	\$4
\$17,490 - \$20,949	DEFENDANT PAYS 25%	\$12.50	\$3.75	\$6.25
\$20,950 - \$26,129	DEFENDANT PAYS 50%	\$25	\$7.25	\$12.50
> \$26,130	DEFENDANT PAYS FULL AMOUNT	\$50	\$14.50	\$25.00
3 HOUSEHOLD MEMBERS				
<\$10,704	DEFENDANT PAYS NO FEES	\$0	\$0	\$0
\$10,705 - \$21,979	DEFENDANT PAYS NOMINAL FEES	\$5	\$2	\$4
\$21,980 - \$27,414	DEFENDANT PAYS 25%	\$12.50	\$3.75	\$6.25
\$27,415 - \$32,939	DEFENDANT PAYS 50%	\$25	\$7.25	\$12.50
> \$32,940	DEFENDANT PAYS FULL AMOUNT	\$50	\$14.50	\$25.00
4 HOUSEHOLD MEMBERS				
<\$12,914	DEFENDANT PAYS NO FEES	\$0	\$0	\$0
\$12,915 - \$26,534	DEFENDANT PAYS NOMINAL FEES	\$5	\$2	\$4
\$26,535 - \$33,094	DEFENDANT PAYS 25%	\$12.50	\$3.75	\$6.25
\$33,095 - \$39,749	DEFENDANT PAYS 50%	\$25	\$7.25	\$12.50
>\$39,750	DEFENDANT PAYS FULL AMOUNT	\$50	\$14.50	\$25.00

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	February 6, 2023	
Name of Agenda Item:	Public Works Committee Meeting Minutes January 11, 2023	
Section of Agenda:	Other Business	
Department:	Public Works	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
		Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required
Attachments:		
January 11, 2023 Draft Public Works Committee Meeting Minutes		
Summary Statement:		
Draft minutes for the January 11, 2023 Public Works Committee meeting.		
Recommended Action:		
For Review		



PUBLIC WORKS COMMITTEE MINUTES

4:00 PM January 11, 2023
City Hall 2nd Floor Large Conference Room

CALL TO ORDER

Members Present: Mayor Scott Korthuis, Councilors Gary Bode, Ron De Valois, and Jerry Kuiken

Staff Present: City Administrator John Williams; Public Works Director Steve Banham; Programs Manager Mark Sandal; and Sr. Admin. Assistant Jessica King

Public Present: Dr. Jonathan Henry, Lisa Kroontje, Norm Sangha, Marty Gering, Lynnette Ondeck, Gary Vis

ACTION ITEMS

1. Approve Minutes from December 7, 2022

Kuiken motioned to approve the minutes and De Valois seconded the motion.

Action

The minutes from December 7, 2022, were approved.

2. Duffner Mobile Home Park - West Front Street Improvements

Sandal explained the creation of the Duffner Mobile Home Park and the original Right of Way (ROW) Property Exchange Agreement (AF #2070202655) between the Vellema Family and the City ("Vellema Agreement"): which requires the park owner(s) to construct Front Street improvements if they exceed 32 units.

Kroontje explained that the Duffner Drive Mobile Home Park is a non-conforming use through the City code and therefore expansion is restricted. The Sangha family applied for a Conditional Use Permit to add 14 more units. After review, the City Council granted approval to add up to 13 additional units upon satisfaction of 19 specific conditions. One of those conditions (#16) refers to the Front Street ROW improvements in the Vellema agreement. The current owner, Mr. Sangha, wants to install additional mobile home units, so he and his attorney are reviewing the intent of that agreement. Sangha feels that the Front Street improvements aren't economically feasible considering the affordable housing he is providing for lower incomes. He would like to amend the agreement to allow him to increase the number of mobile units without immediately having to construct the road improvements.

Currently there are 32 approved units in the park with a 33rd unit on the ground, but without a building permit, based on the Vellema Agreement resolution. The other 18

conditions are not triggered until the 34th unit. Once those conditions are met Sanga can construct up to a maximum of 47 units per the approved Conditional Use Permit.

Kroontje summarized that the Sangha family is requesting the Committee amend the Vellema Agreement to reset the “agreement trigger” for construction of Sangha’s West Front Street improvements from 32 units to at least 38 units and/or participation in City reconstruction.

Banham said that the City anticipates that the best time to do the required Front Street improvements would be at the same time that the City does the emergency culvert replacement project over Duffner Creek just to the west of the proposed frontage improvement. That would allow the design to be integrated and offer some economy of scale in which Sangha would need to participate. That work is currently expected to occur in 2024.

Action

The Public Works Committee concurred to entertain a draft Amendment revising the Vellema Agreement at the next Public Works Committee meeting. If acceptable to the Committee, it would be forwarded to City Council for approval. The Sangha family will still need to meet all the other conditions in the approved Conditional Use Permit.

3. Public Works Plants Maintenance Building Letter of Commitment and Schedule

Banham presented a Letter of Commitment with Trane for design-build services for the maintenance building to be located east of the Water Treatment Plant. He said that the City would be committing to preconstruction services for preliminary design of approximately 35% plans. The Commitment will include pursuing possible grants and the selection of a design-build company to complete the full design and construction. Trane would act as the City’s construction manager for the project.

If the City does not move forward after the preliminary design, a payment of \$464,129 would still be required. If the City does elect to move forward, the \$464,129 will be included in the construction costs. Staff can specify which companies they would like to submit bids. Construction should be done in the middle of 2024 to clear the space needed for Wastewater Treatment Plant upgrades.

Action

The Public Works Committee concurred to recommend forwarding the Public Works Plants Maintenance Building Letter of Commitment and Schedule to Council for approval.

INFORMATION ITEMS

4. ADA Transition Plan for Right-of-way Table of Contents and Schedule

Banham said that the ADA plan needs to be completed by March of 2023 as the plan may be a requirement to apply to state and federal funding programs. He discussed the ADA Act Requirements that will be part of the ADA Plan and noted that staff is performing this in-house rather than using a consultant.

5. Projects Update

Pepin Creek Main Street Bridge

The road opened December 27. Bode asked when paving would be done. Sandal said that asphalt paving would start in March 2023, when the asphalt plants open.

West Main Street - Berthusen RAB

Staff is considering joint stormwater solutions with Alliance Freeze Dry which could result in a City-operated stormwater pump station. Banham said it's likely that a stormwater pump station will be needed in that area for most of the development due to the high groundwater level there.

Guide Meridian Pump Station

Working on gravity sewer main to the west of the new pump station. Puget Sound Energy Service Agreement signed. Banham said that a layer of clay was found so it created a slight delay and additional dewatering costs.

South Park Water/Street/Sidewalk Improvements

Scheduled to re-start January 16 with grade prep, and curb and gutter. Banham said that the paving will occur in March 2023 when asphalt plants reopen. The benefit is that the current road base has time to settle, which will make for better asphalt paving.

NW Fair and Event Center Stormwater Improvements

Banham said the easements have been signed and recorded. A pre-construction meeting is planned for later in January.

Bradley Road Complete Street Improvement

City received letter of support from Lynden School District and signed right-of-way agreements.

Cedar Drive Utility and Street Improvements

Meeting with neighborhood to be scheduled as soon as preliminary design available. Marty Gering (215 Cedar Drive) expressed interest in knowing when a public meeting would be held and hosting it in a home in the neighborhood. Banham replied that this may occur in February.

8691 Benson Road

Fire Department training burn scheduled before early spring.

3rd and Main Intersection Repairs

TIB funds received. TIB to pay 58.5611% of eligible project costs, up to \$600,000. The Committee expressed interest in concrete or other amendments to provide for a longer life cycle for this road which is used heavily by trucks. Sandal is researching whether concrete or asphalt would be better. Sandal stated that TIB will not pay for anything other than asphalt.

The City is considering applying for TIB Pavement Preservation Grant funds for 1st Street (Hannegan Road) from Front Street to City Limits.

Jim Kaemingk Trail Extension - Depot to 8th

National Marine Fisheries is working on their consultation response to the Corps permit and City is hoping for response soon. Project will be completed in four phases (two contractor, two volunteer). Korthuis said that the latest draft of the Purchase and Sale Agreement contract was delivered to the VanderGriend family today.

Community Center Renovation

Staff is working with King Architecture on scope and budget (Whatcom County EDI funds). Korthuis said that the Community Center roof leaked during the recent ice storm. Banham noted that the membrane for the roof is worn out and needs to be replaced along with the HVAC. Seismic improvements will also be reviewed. He also mentioned that the City is pursuing additional state and federal funding.

Judson-8th Street Stormwater LID

Ecology reviewing/approving final plans. February 1 advertisement date.

6. Fluoride Discussion

Bode expressed concern from members from the Community about continued fluoridation of City water. He provided documents from a variety of sources based on those concerns.

Henry (Unity Care NW in Bellingham) and Ondeck discussed the benefits of fluoride in the City water to Lynden's residents and their dental health. Henry has observed in his practice that Lynden residents have healthier teeth than any other patients Unity Care treats, especially in children. Ondeck worked as school nurse with SMILE dental mobile clinics and noticed a huge difference in the significantly better dental health of children who had fluoridated water versus those who didn't.

The Committee discussed the types of fluoride and the specific type(s) that Lynden is using. The Committee questioned the source of the fluoride used in Lynden's water.

Action

The Public Works Committee concurred to recommend having staff provide specific information on the source and type of fluoride used in Lynden's water and certification that it meets drinking water standards.

7. Water Quality in Double Ditch (Portage Bay Shellfish)

Banham said the high fecal count in the Double Ditch water is coming from north of the Canada-US border. He provided a handout with the fecal counts and said that Whatcom County and Canadian agencies are looking into this.

NEW BUSINESS: None

ADJOURNMENT: The meeting was adjourned at 5:53 p.m.

NEXT MEETING: February 8, 2023

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	February 6, 2023,	
Name of Agenda Item:	Draft Parks Committee Minutes January 17, 2023,	
Section of Agenda:	Other Business	
Department:	Parks	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Other: _____
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input type="checkbox"/> Review Not Required	
Attachments:		
ES-Draft Parks Committee Minutes January 17, 2023		
Summary Statement:		
See Next page		
Recommended Action:		
For Council Review		



PARKS COMMITTEE AGENDA

January 17, 2023

1. ROLL CALL:

Members Present: Mayor Korthuis, Councilors Ron DeValois, Kyle Strengholt

Staff Present: City Administrator John Williams, Parks Director Brent DeRuyter; Parks Admin. Assistant Nancy Norris,

Guest: Park & Rec. Commissioner Bob Johnson

2. ACTION ITEMS:

A. **Approval of Parks Committee Minutes- December 19, 2022**

DeValois asked to accept the December 19, 2022, minutes. Strengholt accepted the minutes.

Action: The Parks Committee Minutes from December 19, 2022, were approved.

3. INFORMATION ITEMS:

A. **SHKS Information on the Benson Barn Project**

Bi-weekly check-in Update (we look to be on schedule) next meeting should have a phase 1 barn plan.

B. **Updates on Parks and Trails projects**

Benson Park

Draft of Master Plan received from SCJ Alliance with more phasing and pricing elements coming yet in February 2023.

Parks Committee reviewed and discussed the preliminary Benson Park Master Plan designed by Chris Overdorf with SCJ Alliance.

Bridge “pre-drilling” and windmill renovation update.

The pre-drilling by volunteers has begun, banding material was purchased.

The windmill renovation is moving along.

Schoolyard

Sign with a copy of the approved plan in concept has been installed on site. Fence and backstop removal is moving along well to date.

The next step the by the city will be the perimeter, parking, and road improvements.

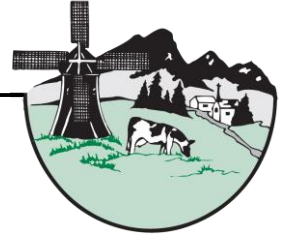
The mayor asked Brent to look into waterparks maybe contact both Bellingham and Sumas Parks about the build of their waterparks.

Berthusen Park

A gate is in planning stages with city’s electrician and Gateway Controls. The gate will be like that of a railroad crossing arm and will operate on a timer set to open and close according to the park hours. The original gate will stay in place in case of a malfunction, or if the park needs to be closed due to dangerous weather conditions.

CITY OF LYNDEN

PARKS DEPARTMENT



Trails

Preliminary numbers and a phased approach for the Depot to 8th St. section have been presented. Parks Committee reviewed the numbers and phased approach and are looking forward to seeing these trails being developed.

C. Budget Updates

Used pickup has been purchased and is in the fleet
Additional Parks Maintenance Employee offer letter has been sent.

D. Civic Plus

IT is making adjustments to our server and training is being scheduled for use this spring.

4. ITEMS ADDED

A. Update on Lynden Youth Sports Agreement

The City Administrator is drawing up an agreement and should have it ready for the February Parks Committee meeting.

B. Approval of Park and Trail Advisory Candidates

The Park and Trail Advisory recommends to the Parks Committee and the Mayor to appoint Pam Holladay and Len Vander Velden to serve on the Park and Trail Advisory Committee.

C. Joint Meeting

Parks Committee and Park and Rec. District meeting is scheduled for March 20, 2023.

Meeting Adjourned 5:04 PM.

NEXT MEETING
Tuesday, February 21, 2023



PLANNING DEPARTMENT
Heidi Gudde – Planning Director
(360) 354 - 5532

COMMUNITY DEVELOPMENT COMMITTEE

MINUTES

4:00 PM January 18, 2023
2nd Floor Conference Room, City Hall

1. ROLL CALL

Council Members: Gary Bode, Brent Lenssen

Staff: John Williams, Heidi Gudde

Community: Dale Assink, Gary Vis

2. APPROVAL OF MINUTES

- a. Community Development Committee Meeting Minutes of 11/16/23
Approved as presented.
- b. Community Development Committee Meeting Minutes of 01/04/23
Approved as presented.

3. INFORMATIONAL ITEMS

- a. **2023 Community Development Committee Meeting Schedule**
 - Gudde noted that the dates for the 2023 meetings have been set and email ‘invites’ to the meetings have been sent to Council members. She noted that the November meeting does not follow the pattern of the Wednesday following the 3rd Monday because it conflicts with Thanksgiving.
- b. **2022 Development Report**
 - The group reviewed the final development numbers for 2022.
 - Gudde added that, given the discussion of ‘middle’ housing within the State of WA, it’s worth noting that 58% of residential permits were either attached units or ADU’s – the category that falls into the definition of ‘middle housing’.
 - The format of the development report has been updated to include permit value totals. Gudde has included this as a better indicator of the size and staffing demand related to commercial and industrial projects.

4. DISCUSSION ITEMS

a. **Open vs. Enclosed Patio Discussion** - discussion continued from 1/4/23

- Lenssen introduced the topic and re-capped the discussion from last meeting and the concept of revising code to allow roofed patios to become somewhat enclosed. He confirmed with Gudde that a code amendment, if one were proposed, would go to the Planning Commission. This includes an opportunity for public comment.
- Williams noted that the section of code being discussed is related existing code. An alteration to existing code can be initiated by a Council directive.
- The process for getting a code revision reviewed and approved was discussed. This is a legislative change that would go to hearing before the Planning Commission and the Council. It would also be subject to a non-project SEPA review and submitted to the Department of Commerce before final adoption.
- Lenssen noted that, in his opinion, Planning Commission would likely not support a fully enclosed patio – the type that Assink was requesting – but that he was interested in seeing a more specific description which would allow outside patios to have some protection from the weather.
- Safety issues were discussed. This includes the use of grills, various types of heaters, etc. that create carbon monoxide or create fire hazards and the dangers posed when these are used in enclosed spaces.
- Revision to the rear setback of the primary living structure, currently 30 feet, was not supported by the Committee. The focus, instead is to continue the allowed encroachment of patios into the rear setback but with more ability to enclose.
- Enclosures that are retractable or permanent and also those that are flexible, ridged or semi-ridged were discussed.
- Direction from the full Council is recommended by the Williams.
- Gudde asked that the staff be given clear direction to enforce violations and the permitting process.
- Vis recommended that examples be used to guide the discussion if / when it goes to the Planning Commission.
- Assink stated that he would like code to allow unconditioned space within the patio enclosure. To this point Gudde confirmed that garages, per the existing code, are also unconditioned spaces (but frequently are used as living spaces).

Conclusions: The Committee will not be intervening in the current enforcement and fine associated with 950 Captain Bay Court which was clearly work done without a permit.

Committee may specifically discuss with Council LMC 19.22.030(E) and determine if there is consensus to ask staff to draft revisions to this section of code which would allow for various types of enclosures to be used on roofed patios.

b. Unscheduled Item (also related to pending violations)

Lynden Automotive located at 8894 Bender Plaza

Williams recommended that, per legal counsel, the City move forward to seek injunctive relief related to the pending violation at 8894 Bender Plaza. This is the lube center that has been informed that mechanic services must end and the parking lot be cleared of non-operable vehicles.

Lenssen recommended that the Council go to executive summary to authorize the City’s attorney to take this action. This was seconded by the remainder of the Committee.

c. Short Term Rentals –discussion continued from 1/4/23

- Revisions to the City’s code on Bed and Breakfasts / Vacation Rentals / Short Term Rentals (STRs) are included in the ordinance pertaining to Community Residential Facilities (Ord 1654)
- Planning Commission has recommended a revision that includes revisions to the City’s policy on short-term rentals. In summary:
 - a. Owner’s presence on site is no longer required.
 - b. A home-occupation permit is required rather than a conditional use permit.
 - c. Definition of transient accommodation is updated to be any stay less than 30 days (consistent with the State) rather than a stay of 2 weeks or less.
- Feedback from the 1-4-23 meeting indicated that the committee may not support the owner absence and requested additional information. Staff included in the CDC package an article from MRSC which outlined how other Washington cities are handling STRs. Some, including Spokane and Chelan County have a tiered approval process depending on where the STR would be located an if the owner would be on site. Other cities continue to require special permits for all STRs.
- The group discussed the tiered approach and also looked at areas and sub-areas of the City where STRs may be most appropriate.

Conclusions: Ultimately the Committee concluded that because housing availability is a significant concern across western Washington; and Committee members seek to avoid the use of Lynden housing stock as vacation rentals in a way which would remove them from the housing market.

As a result, the Committee will recommend to Council that the City’s ordinance on short term rentals be more restrictive than even the current code. They recommend that Ord 1654 be revised so that:

- 1. STRs are no longer permitted in any attached multi-family units regardless of the underlying zoning.
- 2. STRs are permitted outright only in residences located on commercially zoned properties (this occurs most frequently in the Central Lynden Sub-Area).
- 3. STRs are permitted within Single Family Homes in any residential zoning category when:
 - a. Owner resides on the property; and
 - b. Parking is provided; and
 - c. Conditional Use Permit or Home Occupation is secured.

The Committee is open to using the Home Occupation process administratively if specific criteria for approval or denial can be evenly applied to all applications. Staff advocates for the Home Occupation Permit with clear-cut criteria with the goal of having a more objective and efficient process. In the Home Occupation scenario, the neighbors would be notified of an STR and subsequently discuss impacts and mitigation measures with staff but would not force a hearing. Appeal of staff decision is always an option. Staff related to the Committee that the Conditional Use process is outsized for STRs and creates a significant workload for staff that has a predictable result of approval. To date, neighbor objections have led to mitigations but have not resulted in denial of a STR through the Conditional Use Process. Staff to research potential criteria that could be applied evenly, mitigate for potential impacts, and potentially be reviewed administratively.

Next meeting is February 22. Ordinance 1654 is slated to go before Council on March 6th.

Next Meeting Date: February 22, 2022

CITY OF LYNDEN

EXECUTIVE SUMMARY



Meeting Date:	February 6, 2023	
Name of Agenda Item:	Calendar	
Section of Agenda:	Other Business	
Department:	Administration	
Council Committee Review:	<input type="checkbox"/> Community Development <input type="checkbox"/> Finance <input type="checkbox"/> Parks	<input type="checkbox"/> Public Safety <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Other: N/A
	Legal Review: <input type="checkbox"/> Yes - Reviewed <input type="checkbox"/> No - Not Reviewed <input checked="" type="checkbox"/> Review Not Required	
Attachments:	Calendar	
Summary Statement:	Calendar	
Recommended Action:	Not an action item, information only.	

February 6, 2023
Monday

7:00 PM - 9:00 PM Copy: City Council Meeting -- Annex Council Chamber

February 7, 2023
Tuesday

9:00 AM - 10:00 AM Leadership Team Meeting -- City Hall 1st Floor Large Conference Room

1:00 PM - 2:00 PM Copy: Wellness Meeting -- City Hall 1st Floor Large Conference Room

February 8, 2023
Wednesday

8:00 AM - 5:00 PM Possible Jury Trial -- Annex Council Chamber; Annex East Training Room; Annex North East Conference Room; Annex South East Conference Room

4:00 PM - 6:00 PM Copy: Public Works Committee -- City Hall 2nd Floor Large Conference Room

7:00 PM - 9:00 PM Parks & Rec District Meeting -- Annex South East Conference Room

February 9, 2023
Thursday

7:00 PM - 10:00 PM Planning Commission -- Annex Council Chamber

February 14, 2023
Tuesday

9:00 AM - 10:00 AM Leadership Team Meeting -- City Hall 1st Floor Large Conference Room

February 15, 2023

Wednesday

8:30 AM - 5:00 PM

Court -- Annex Council Chamber; Annex East Training Room; Annex North East Conference Room; Annex South East Conference Room

February 20, 2023

Monday

All Day

Presidents' Day -- United States

February 21, 2023

Tuesday

10:00 AM - 11:00 AM

Copy: Airport Board Meeting -- City Hall 2nd Floor Large Conference Room
Welcome Board Members & Guests,

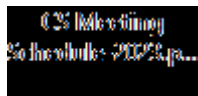
The Airport board meeting will be in person at City Hall, 2nd Floor Conference room. The meeting takes place the third Tuesday of each month at 10:00 A.M.

4:00 PM - 5:00 PM

Copy: Parks Committee Meeting -- City Hall 1st Floor Large Conference Room

4:30 PM - 5:00 PM

Copy: Civil Service Meeting -- City Hall 2nd Floor Large Conference Room



Please see attached proposed meeting schedule for 2023.

7:00 PM - 9:00 PM

Copy: City Council Meeting -- Annex Council Chamber