

REGIONAL AGREEMENT OF THE
CASCADE PACIFIC ACTION ALLIANCE REGION PARTICIPATING LOCAL
GOVERNMENTS

This Agreement is made by the Cascade Pacific Action Alliance 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 (collectively “Parties”), for the purpose of establishing an Opioid Abatement Council (OAC) required by the One WA MOU. The Parties to this Agreement mutually agree to the terms contained herein.

RECITALS

A. Section C.1. of the One WA MOU designated a regional structure for decision-making related to opioid fund allocation based on the nine Washington State Accountable Community of Health Regions. These regions may share names with entities that exist in the same regions and any 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:

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

Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties are Participating Local Governments which reside in the Cascade Pacific Action Alliance Region pursuant to the One WA MOU, as are the following cities within those counties:

- a. Lacey, Olympia, and Tumwater (Thurston County)
- b. Longview and Kelso (Cowlitz County)
- c. Aberdeen (Grays Harbor County)
- d. Centralia (Lewis County)
- e. Shelton (Mason County)

B. The above-listed municipalities shall be collectively referred to as “Participating Local Governments.”

C. The Participating Local Governments are forming the Cascade Pacific Action Alliance Region OAC to carry out the duties prescribed in the One WA MOU, which shall be comprised of the following independent subcommittees:

1. Cowlitz
 - a. Counties
 - i. Cowlitz
 - ii. Grays Harbor
 - iii. Pacific
 - b. Cities
 - i. Longview
 - ii. Kelso
2. Lewis
 - a. Counties
 - i. Lewis
 - b. Cities
 - i. Centralia
3. Mason
 - a. Counties
 - i. Mason
 - b. Cities
 - i. Shelton
4. Thurston
 - a. Counties
 - i. Thurston
 - b. Cities
 - i. Olympia
 - ii. Lacey
 - iii. Tumwater
5. Wahkiakum
 - a. Counties
 - i. Wahkiakum

D. 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” dated August 8, 2022 (Allocation Agreement), attached hereto as Exhibit B and fully incorporated herein.

E. The Participating Local Governments anticipate receipt of 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 and Allocation Agreement shall be collectively referred to herein as “Opioid Funds.” This Agreement

will also apply to any and all Opioid Funds received pursuant to “Washington State Allocation Agreement Governing the Allocation of Funds Paid By Certain Settling Opioid Manufacturers and Pharmacies” (Allocation Agreement II) as well as any future settlements as defined in the One WA MOU.

- F. The parties seek to designate special subcommittees of the Cascade Pacific Action Alliance Region OAC pursuant to Section C.4.h of the One WA MOU and pursuant to Section 15 of the Allocation Agreement for the purposes of overseeing the use of Opioid Funds allocated to the aforementioned Participating Local Governments enumerated above in Paragraph C consistent with the Approved Purposes set forth in the One WA MOU and consistent with the purposes set forth in Section 8 of the Allocation Agreement.
- G. This Agreement is made to carry out the One WA MOU and related settlement documents.
- H. This Agreement does not contemplate a joint budget.
- I. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

AGREEMENT

1. The foregoing Recitals A through I are true and correct and are incorporated herein by reference as substantive provisions of this Agreement as if fully set forth herein.
2. The Participating Local Governments hereby designate a special subcommittee of the Cascade Pacific Action Alliance Region OAC pursuant to Section C.4.h of the One WA MOU and pursuant to Section 15 of the Allocation Agreement to oversee allocation, distribution, expenditures, and dispute resolution of Opioid Funds allocated to the aforementioned Participating Local Governments enumerated above in Paragraph C consistent with the Approved Purposes set forth in the One WA MOU consistent with the Approved Purposes set forth in the One WA MOU and Allocation Agreement and consistent with the purposes set forth in Section 8 of the Allocation Agreement (collectively “Approved Purposes”).
3. The Cascade Pacific Action Alliance Region OAC shall consist of independent subcommittees listed in Recital Paragraph C above, and each independent subcommittee shall have the authority and responsibilities as described herein.
4. It is anticipated that the Participating Local Governments enumerated in Paragraph C 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 Cascade Pacific Action Alliance Region OAC

receives any of the Opioid Funds, it will immediately transfer those funds to the Participating Local Governments consistent with the Allocation Agreement and Allocation Agreement II.

5. If a participating city elects not to retain its settlement allocation, its allocation will be re-allocated to the county within which it is located. 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 Cascade Pacific Action Alliance Region OAC's responsibilities established by this agreement. The independent subcommittees of the Cascade Pacific Action Alliance Region OAC will provide an annual budget and accounting for actual costs and will be reimbursed for those costs from the independent subcommittee's proportionate share of Opioid Funds, provided the reasonable administrative costs shall not exceed actual costs or 10%, whichever is less.
7. Opioid Funds will be subject to mechanisms for auditing and reporting to provide public accountability and transparency. All records related to the receipt and expenditure of Opioid Funds shall be maintained for no less than five (5) years and such records shall be available for review by the Parties to this Agreement, government oversight authorities, and the public. Each party shall be responsible for its own compliance with the Washington Public Records Act, chapter 42.56 RCW (as may be amended). This Agreement, once executed, will be a "public record" subject to production to a third party if it is requested under Chapter 42.56 RCW.
8. Each Cascade Pacific Action Alliance Region OAC subcommittee will be responsible for the following actions with respect to Opioid Funds:
 - a. Monitor distribution of Opioid Funds to programs and services within the Cascade Pacific Action Alliance Region OAC regional service area for Approved Purposes.
 - b. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data for expenditures of Opioid Funds by the Participating Local Governments enumerated in Paragraph C, or delegating that action to another Participating Local Government, which it shall update at least annually. Each Cascade Pacific Action Alliance Region OAC subcommittee shall provide a link to the other subcommittees' dashboards or other repository.
 - c. If necessary, require and collect additional outcome-related data to evaluate the use of Opioid Funds, and all Participating Local Governments enumerated in Paragraph C shall comply with such requirements. Prior to establishing these requirements, evaluation and reporting tools will be developed in partnership with

Participating Local Governments enumerated in Paragraph C, unless already stipulated by the One WA MOU.

- d. Hearing complaints by Participating Local Governments enumerated in Paragraph C regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.
9. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this Agreement that violates any Washington law. In such an action, the alleged offending Party may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Party may seek outside representation to defend itself against such an action.
10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
11. No changes or additions to this Agreement shall be valid or binding on any Party unless such changes or additions are in writing and executed by all Parties.
12. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____, 2023.

THURSTON COUNTY

BY: 

Ramiro Chavez
County Manager

APPROVED AS TO FROM

BY: 

Scott Cushing
Senior Deputy Prosecuting Attorney