



Council Chambers, 865 SE Barrington Drive

April 2, 2024

6:00 PM

CALL TO ORDER

Invocation - Led by Pastor Kevin Scott, Seventh Day Adventist Church

Pledge of Allegiance - Led by Mayor Wright

Excuse Absent Councilmembers

1. APPROVAL OF AGENDA

2. PRESENTATIONS

- a. Proclamations
- b. Honors & Recognitions
- c. Community Presentations
 - i. Oak Harbor Creative Arts Foundation - Cynthia Mason, President

3. CITIZEN COMMENT PERIOD

Citizens may comment on subjects of interest not listed on the agenda or items listed on the Consent Agenda. To ensure comments are recorded properly, state your name clearly into the microphone. Please limit comments to three (3) minutes to ensure all citizens have sufficient time to speak.

4. CONSENT AGENDA

Items on the Consent Agenda are considered to be routine by the Council and will be enacted with one motion unless separate discussion is requested. Approval of the Consent Agenda authorizes the Mayor to implement each item in accordance with staff recommendations.

Consent Items

- a. Approval of Minutes: City Council Meeting of March 19, 2024, and City Council Workshop of March 27, 2024
- b. Approval of Payroll and Accounts Payable Vouchers
- c. International Association of Firefighters (IAFF) Collective Bargaining Agreement (CBA) for the Oak Harbor Fire Department
- d. Purchase Authorization- Police Fleet Vehicles
- e. Resolution 24-14 Supporting the North Whidbey Pool, Park and Recreation District request to place the formation of a Metropolitan Park District on an Island County Special Election Ballot

- f. Appointment: Arts Commission, Position 4 - Valerie Steely
- g. Appointment: Community Police Advisory Board, Position 1 - Melinda Buchanan
- h. Appointment: Community Police Advisory Board, Position 2 - River Powers
- i. Appointment: Community Police Advisory Board, Position 3 - Rachel Paul
- j. Appointment: Community Police Advisory Board, Position 4 - Brian Hunt
- k. Appointment: Marina Advisory Commission, Position 4 - Joshua Ray
- l. Appointment: Marina Advisory Commission, Position 6 - Evan Kestenbaum
- m. Appointment: Marina Advisory Commission, Position 7 - Louie Foster
- n. Appointment: Parks and Recreation Advisory Commission, Position 6 - Stefanya Huerta
- o. Appointment: Parks and Recreation Advisory Commission, Position 7 - Vicki Briggs
- p. Appointment: Planning Commission, Position 2 - Kevin Wilson
- q. Appointment: Planning Commission, Position 7 - Eddie Fry

5. MAYOR, COUNCIL & STAFF COMMENTS

- a. Mayor
- b. Councilmembers

6. PUBLIC HEARINGS & MEETINGS

To speak during a scheduled public hearing or meeting, please sign-in on the sheet provided in the Council Chambers. To ensure comments are recorded properly, state your name clearly into the microphone. Please limit comments to three (3) minutes to ensure all citizens have sufficient time to speak.

- a. Ordinance 1995: Budget Amendment #6 to 2023-24 Biennial Budget
- b. Resolution 24-08: Authorizing the Surplus and Sale of Real Property NE Goldie Street, Oak Harbor, Washington, which constitutes 3.39 acres and bears Assessor's Parcel Number R13326-009-2990

7. ORDINANCES & RESOLUTIONS

- a. Resolution 24-10: Washington State Recreation & Conservation Office grant applications

8. CONTRACTS & AGREEMENTS

- a. Bid Award - Ault Field Water Pump Station - Electrical System Replacement
- b. Professional Services Agreement with Kimley-Horn and Associates, Inc. for Climate Change and Comprehensive Plan Update Services

9. OTHER ITEMS FOR CONSIDERATION

- a. Opioid Settlements Update
- b. Law Enforcement Mental Health and Wellness Grants

10. REPORTS & DISCUSSION ITEMS

- a. None

11. EXECUTIVE SESSION

- a. None

ADJOURN

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 2.c.i.
Date: April 2, 2024
Subject: Oak Harbor Creative Arts
Foundation - Cynthia Mason,
President

FROM: Oak Harbor Creative Arts Foundation, Cynthia Mason, President

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

This is a presentation by the Creative Arts Foundation. No action by the Council is requested.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 4.a.
Date: April 2, 2024
Subject: Approval of Minutes: City Council Meeting of March 19, 2024, and City Council Workshop of March 27, 2024

FROM: Julie Nester, City Clerk

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Ronnie Wright, Mayor
- ⊙ Sabrina Combs, Interim City Administrator
- ⊙ David Goldman, Deputy City Administrator
- ⊙ Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Approval of Minutes of the City Council Meeting of March 19, 2024 and the City Council Workshop of March 27, 2024.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Minutes of March 19, 2024](#)
2. [Minutes of March 27, 2024](#)

Oak Harbor City Council
Regular Meeting Minutes
March 19, 2024

This was both a physical meeting location and a virtual meeting. Meeting was viewable live via YouTube at www.youtube.com/cityofoakharbor, on Facebook, and on Cable Channel 10/HD 1090 following the meeting

CALL TO ORDER

Call To Order and Native Lands Acknowledgement - Mayor Wright called the meeting to order at 6:00 p.m. He included the acknowledgement that the meeting was being held on the ancestral lands of the Coast Salish people and paid respect to those past and present.

As part of this acknowledgement, Mayor Wright noted the City was pleased to display the beautiful mural "Song of the Salish Sea" created by artists Nick and Kendall Mann. He thanked the Arts Commission for bringing this mural to the City's attention and thanked the City Council for approving its purchase. Mayor Wright also thanked facility maintenance staff member Tom Wade for installing it.

Invocation – Pastor David Parker, First United Methodist Church

Pledge of Allegiance – Led by Mayor Wright

ROLL CALL

City Council Present:

Mayor Ronnie Wright
Mayor Pro Tem Tara Hizon
Councilmember Jim Woessner
Councilmember Bryan Stucky
Councilmember Shane Hoffmire
Councilmember Eric Marshall
Councilmember Christopher Wiegenstein
Councilmember Barbara Armes

Staff Present/Videoconference

Interim City Administrator Sabrina Combs
Deputy City Admin. & Finance Director David Goldman
Parks and Recreation Director Brian Smith
Police Chief Tony Slowik
Ceputy Fire Chief Mike Buxton
Project Manager Brett Arvidson
Central Services Manager Sandra Place
Police Senior Administrative Assistant Meg Massey
Grants Administrator Wendy Horn
Executive Services Administrator Sabrina Combs
Executive Assistant Macalle Finkle
City Clerk Julie Nester

Others in attendance included many members of the Oak Harbor Police Department

Also in attendance: City Attorney Hillary Evans of Kenyon Disend, PLLC

EXCUSE ABSENT COUNCILMEMBERS

Mayor Wright welcomed all in attendance. He noted all members of the Council were present.

1. APPROVAL OF AGENDA

Mayor Wright requested any changes to the agenda. Hearing none, the agenda was approved as presented.

2. PRESENTATIONS

- a. Proclamations – None.
- b. Honors & Recognitions – Oak Harbor Police Department Recognitions

Police Chief Slowick presented two department awards for Meritorious Service to Officer Mel Lolmaugh, recognized for 25 + years of service, and to Officer Ron Esparza for 20+ years of service. Both Officers are retiring at the end of this month and each expressed that it had been their honor serving the community. Both officers received standing ovations. Mayor Wright paused the meeting to allow for photos and congratulations.

- c. Community Presentations – None.

3. CITIZEN COMMENT PERIOD

Mayor Wright noted citizens may comment on Consent Agenda items or subjects of interest not listed on the agenda at this time and that citizens would have the opportunity to comment on the remaining Agenda items during the meeting as appropriate.

Citizens can also visit the City's website prior to meetings for methods to submit public comment, or contact the City Clerk, Julie Nester by phone or email. When submitting comments, please include your name and address. Public comments sent anonymously will be shared with the Mayor and Council but will not be displayed.

The City received three new public comments since the last regular meeting. Two of the comments pertained to agenda item 9.a. and he noted they would be displayed with that item on the agenda. The third comment, from Jane Nichols, a former resident, was regarding concern for a potential hotel development downtown and was displayed on screen.

Mayor Wright opened the floor for public comment on items not on the agenda or items on the consent agenda.

- 1. Nolan Saltonstall of Oak Harbor, regarding the Mr. Oak Harbor Royalty Court's activities in support of a Community Recreation Center.
- 2. Kim Ford of Oak Harbor, regarding the poor condition of the Volunteer Park Softball Fields
- 3. Clara Ford of Oak Harbor, regarding the poor condition of the Volunteer Park Softball Fields
- 4. Emily Ford of Oak Harbor, regarding the poor condition of the Volunteer Park Softball Fields
- 5. Mukunda-Krishna Tyson of Oak Harbor stated he wished to speak to agenda item 9.a. and was advised by the clerk that he would have the opportunity to speak to that agenda item later in the meeting.

Hearing no one else with a desire to address the Council, the public comment period was closed.

4. CONSENT AGENDA

Consent Items

- a. Approval of Minutes: City Council Meeting of March 5, 2024
- b. Approval of Payroll and Accounts Payable Vouchers
- c. Bid Award – Vending Machine Service

- d. Extension of Professional Service Agreement with Evans Marine Solutions for Lagoon Dock
- e. Professional Services Agreement – James G. Murphy Company for Auctioneer Services

Mayor Wright called for any changes to the consent agenda.

Councilmember Woessner requested to pull item 4.c. Mayor Pro Tem Hizon requested to pull item 4.d.

Motion: Although a motion to remove those items was not needed, Councilmember Hoffmire moved to pull items 4.c. and 4.d., seconded by Councilmember Wiegenstein. The motion passed unanimously. Mayor Wright noted the remaining consent agenda items were approved as presented.

Item 4.c. Councilmember Woessner noted he was happy to see vending machines returned to the parks and would like to see snack vending machines at the Marina. Mayor Pro Tem Hizon noted she was under the impression the contract item for vending machines pertained only to existing locations. Central Services Manager Sandra Place reported the contract was for existing locations. She explained the vendor had removed the machines from the parks due to vandalism. Mayor Pro Tem Hizon encouraged the addition of machines at the Marina. Manager Place will look into the possibility of amending the contract to add a machine in that location.

Item 4.d. In reviewing the scope of work, Mayor Pro Tem inquired about how difficult it would be to bring power out to the lagoon dock. She suggested it could be used for musical performances. Parks and Recreation Director Brian Smith noted it was something staff could explore outside of this agreement. He noted it could be a potential additional project for the Windjammer Park improvements and could also include seating and lighting.

Motion: Mayor Pro Tem Hizon moved to approve consent agenda items c and d, seconded by Councilmember Wiegenstein. The vote on the motion passed unanimously.

5. MAYOR, COUNCIL & STAFF COMMENTS

a. Mayor's Comments

Mayor Wright provided the following comments:

- Councilmember Marshall Completes Certificate of Municipal Leadership: Congratulations to Councilmember Eric Marshall for his successful completion of the Association of Washinton City's Certificate of Municipal Leadership training program. The program recognizes mayors and councilmembers for accomplishing training in five competency areas. The training provides city elected officials with the knowledge they need to effectively operate within the law, plan for the future, secure and manage funds, foster strong relationships, and work to build more equitable communities. Mayor Severns presented Councilmember Marshall with his certificate.
- Boards & Commissions: Thank you to both City Council and staff for getting the word out about the volunteer positions to fill on City advisory boards. 12 applications were received since the last meeting and are in the process of review. The City is still accepting applications for the Police Community Advisory Board, Civil Service, Historic Preservation, and Salary Commissions.
- Now Hiring: The City has opened recruitments for seasonal parks and marina positions as well as an arborist apprentice. Learn more about these and employment opportunities on the website.
- Mayor's First 100 Days in Office Report: Mayor Wright reported that he was joined last week by Mayor Pro Tem Hizon, Councilmembers Marshall and Wiegenstein and Deputy City Administrator and

Finance Director Goldman for the National League of Cities Conference in Washington D.C. While there they also met with legislators, Pentagon officials, and with the Army Corps of Engineers regarding the need for dredging. Mayor Wright noted he is continuing his meetings with City Department heads and attended the Island County Board of Health meeting earlier today.

b. Councilmembers

Mayor Pro Tem Hizon and Councilmembers Hoffmire, Woessner, Armes, and Wiegenstein provided their respective comments.

6. PUBLIC HEARINGS & MEETINGS

None

7. ORDINANCES & RESOLUTIONS

Resolution 24-09: Adopting A Council Code of Ethics and Conduct Policy and Procedure -

Interim City Administrator Sabrina Combs presented the resolution. As discussed with legal counsel at the February 12, 2024 Council Retreat and reviewed at the February 28, 2024 Council Workshop, this resolution adopts a City Council Code of Ethics and Conduct policy and procedure.

Mayor Wright confirmed no public comments have been received. and requested any public comments from those gathered. Hearing none, he turned to the Council for their comments.

There were no questions or comments from the Council.

Motion: Mayor Pro Tem moved to approve Resolution 24-09: Adopting a Council Code of Ethics and Conduct policy and procedure. Councilmember Hoffmire, Wiegenstein and Armes simultaneously seconded the motion, which passed unanimously.

8. CONTRACTS & AGREEMENTS

a. Professional Services Agreement with Framework for City Art Plan

Parks and Recreation Director Brian Smith reviewed the item for the Council. He explained that following Council feedback for establishing better procedures for the acquisition and placement of public art and the desire for arts programming the Arts Commission established the creation of a City Arts Plan as their first priority number. The Commission utilized staff to request proposals for a consulting firm to assist in developing an Arts Plan that will create a shared vision and process for public art placement, arts programs, cultural events, funding, and partnership opportunities for the City. The Arts Plan focuses on developing creative strategies that will guide the work of the City through 2030.

Proposals were received and evaluated from five firms: HUB Ltd. Odyssey Associates Arts Consulting Group Designing Local, Ltd. Berk Consulting Framework Staff and a review committee of Arts Commissioners is recommending Framework based on their experience, local presence, staff credentials, and ability to perform high quality work within a budget and meet schedules. The plan will be paid for from the Arts Fund.

Mayor Wright confirmed no comments had been received and called for any comments from those in attendance. Hearing none, he requested Council comments.

Councilmembers Marshall, Woessner, Stucky and Hoffmire provided their respective questions and comments.

Motion: Councilmember Marshall moved to authorize the Mayor to approve the Professional Services Agreement with Framework for \$75,875 to develop a City Arts Plan. Councilmembers Hoffmire and Wiegenstein simultaneously seconded the motion, which carried unanimously.

b. Professional Services Agreement with RWD for Pickleball Courts –

Parks and Recreation Director Brian Smith presented this item, assisted by Project Manager Arvidson and Deputy City Administrator Goldman. Staff had provided the Council with an update on the Memorandum of Understanding with the Oak Harbor Public Schools District to improve the District's pickleball courts at the April 26, 2023 Workshop. Cost estimates for the project came in well above the \$50,000 of REET 2 funding allocated by the City for the project. At that workshop, the Council indicated they would prefer the funding be used for design and planning of new pickleball courts on City property as recommended by the Parks & Recreation Advisory Commission.

Staff worked with the Parks and Recreation Advisory Commission in development of a scope for professional services and solicited proposals in November 2023. Six inquiries from contractors and two proposals for professional services for location planning and design were received. Staff reviewed the proposals, and one potential vendor was dropped due to exceptions with insurance requirements and RWD was selected.

Four locations were considered for the courts including: Sumner Park, Fort Nugent Park, Windjammer Park, and Neil/Holland Gardens Park. Of these four sites, Fort Nugent Park was determined to best meet the needs for the courts.

Staff are pursuing Recreation and Conservation Office (RCO) Youth Athletic Facilities and Community Outdoor Athletic Facilities Grants for implementation and construction of the pickleball courts. Washington State Representative Clyde Shavers is also interested in supporting the facility construction during the next legislative session budgeting process.

Fiscal Impact: RWD's proposal for scope of services is \$78,100. There is currently \$50,000 appropriated for the project. Staff proposed increasing appropriated REET 2 funds by \$28,100 to fund the planning and design for the project. If approved, staff will include this amount in the mid-year 2024 budget amendment for Council approval.

Mayor Wright confirmed no public comments had been received in advance of the meeting. He requested any additional public comments from those gathered.

1. Marc De Jong of Oka Harbor in support of the item, and suggesting sooner improvements of the courts near the Chamber of Commerce
2. Pat Lamont of Oak Harbor in support of the item, and advocating for an indoor venue
3. Connie Panch of Oak Harbor in support of the item, and advocating for an indoor venue
4. Sharon Jensen of Oak Harbor inquired what happens if the City spends the money for the consultant but does not receive the grants. She wished to see a combination of things that would make Oak Harbor more welcoming, including a community center, downtown redevelopment, funding for the arts and resurfacing of the existing courts in the meantime.
5. Tom Jones of Oak Harbor in support of the item and new courts.

Mayor Wright called upon the Council for their questions and comments.

Councilmembers Woessner, Hoffmire, Marshall, Mayor Pro Tem Hizon and Mayor Wright provided their respective questions and comments.

Director Smith spoke to the need for shovel ready plans to be competitive for grants and the reasoning behind the site selection at Fort Nugent Park. Deputy City Administrator Goldman provided an explanation of Reef 1 & 2 funds. Also noted was the potential use of the basketball courts at Windjammer Park which were intended for multipurpose, Staff will investigate what might be needed for the use of nets at that location.

Motion: Councilmember Wiegenstein moved to authorize the Mayor to approve the Professional Services Agreement with RWD for \$78,100 to develop construction plans for a pickleball court facility. Councilmember Marshall seconded the motion, which carried unanimously.

c. Professional Services Agreement with Moffatt & Nichol for Marina Dredging –

Parks and Recreation Director Brian Smith, Harbormaster Chris Sublet and Project Manager Brett Arvidson presented this item, which was discussed at the February 20, 2024 Council meeting.

The City of Oak Harbor Marina requires dredging of sediment approximately every 10 years. The Marina was partially dredged in 2010/2011 and has experienced significant sedimentation to the point that the Marina water depth has become a concern. Dredging the Marina will require an extensive engineering and permitting process estimated to take several years to complete. The City retained Moffatt & Nichol, Inc to prepare a feasibility study to evaluate the dredging needs and establish a path forward through the permitting, design, and construction stages of this project.

At the February 20, 2024 meeting, the Council adopted the City of Oak Harbor Dredging Feasibility Plan with Alternative 1 - Dredging to the Maximum Extent Possible as the preferred option.

With adoption of the City of Oak Harbor Dredging Feasibility Plan the work now enters Phase 2 of the project. The project is targeting the 2026/2027 dredging in-water window to perform the dredging. Contract Amendment No. 2 with Moffatt & Nichol, Inc begins the Phase 2, Preliminary Engineering and Permitting activities. Amendment No. 2 contains the preliminary design and preparation of the numerous local, state, and federal regulatory permits necessary to undertake the dredging. The federal permit process requires a significant amount of sampling and analyzing the sediments that will be dredged. The results of this sampling program determine the disposal method of the dredged sediments. Sediments without toxic components are eligible for open water disposal which is a significant construction cost savings.

The contract contains several contingency tasks that may not be necessary depending on the regulatory review process. These tasks will only be initiated if the regulatory agencies require the work.

This phase of the project involves performing the preliminary engineering to prepare the applications; preparing the applications; performing the necessary sediment sampling and analysis; and negotiating the final permits with the regulatory agencies. This contract amendment will be funded using Marina rates. The funding sources will include capital reserves, grants, debt financing, and Marina rates. The eventual costs and funding sources for the next phases and dredging work will be identified as the project progresses.

Mayor Wright confirmed no public comments have been received. There were no public comments from those gathered.

Councilmember Woessner provided his respective questions and comments.

Motion: Mayor Pro Tem Hizon moved to authorize the Mayor to sign Amendment No. 2 to the Professional Service Agreement with Moffatt & Nichol, Inc. for the City of Oak Harbor Dredging Project in the

amount of \$361,837.00. increasing the total contract amount to \$739,338.00. Councilmember Wiegenstein seconded the motion.

Councilmember Marshall asked additional questions regarding the sediment sampling and analysis and whether this would be needed for the channel as well. Project Manager Arvidson and Director Smith noted the channel is outside of the City limits and is the jurisdiction of the state and federal government. Director Smith noted the Washington State Army Corps of Engineers are doing a site write up and staff will bring any recommendations from them to the Council at a later date. There being no further discussion, the vote on the motion passed unanimously.

BREAK – Mayor Wright called for a brief recess at 7:59 p.m. At 8:04 p.m. he resumed the meeting.

9. OTHER ITEMS FOR CONSIDERATION

- a. Request for Support of a Resolution forming a Metropolitan Park District by North Whidbey Pool, Park, and Recreation District

Speaking on behalf of the item was James T. Marrow, Board Chair and Jay Cochran, Executive Director of the North Whidbey Pool, Park, and Recreation District (NWPPRD). The NWPPRD presented their request and submitted a draft resolution for City Council support in placing formation of a Metropolitan Park District (MPD) on the ballot for a vote of the people. To place this item on the ballot without a petition of registered voters, NWPPRD needs approval by the Oak Harbor City Council and approval from the Island County Board of County Commissioners. Approval to place the MPD on the ballot can also be done by petition of 15% of the voters.

An MPD only requires approval by a simple majority of voters, after which the MPD's legislative body may impose permanent property taxes. By comparison, NWPPRD only imposes property tax levies for six years at a time, subject to 60% voter approval. An MPD will have more powers and taxing authority than the current NWPPRD.

Staff provided six potential alternatives to creating a North Whidbey Metropolitan Park District for Council evaluation in considering possible approval of the NWPPRD request.

Mayor Wright noted two comments had been received regarding this item. The comments from Tom Jones of Oak Harbor and Patricia Hardin of Oak Harbor, both in support of forming an MPD, were displayed.

Mayor Wright called for any comments from those in attendance.

1. Mukunda-Krishna Tyson of Oak Harbor spoke in favor of NWPPRD forming an MPD
2. Brett Arvidson of Oak Harbor, speaking as a citizen, also supported the formation of an MPD
3. Amber Craven, Oak Harbor High School Girls Swim Team Head Coach supported the item.
4. Tom Jones, of Oak Harbor, whose letter was displayed, favored moving the NWPPRD projects under the City's Parks and Recreation Department and having just one organization.
5. Sharon Jensen noted she lived outside the city limits, but the decisions made by the Council impact others in all areas.

EXTENSION - At 8:49 p.m. Mayor Wright requested a motion to extend the meeting.

Motion: Councilmember Wiegenstein moved to suspend the Council Rules and extend the meeting to 9:30 p.m. The motion was seconded by Councilmember Marshall and passed unanimously.

Hearing no others public comments, Mayor Wright requested Council comments.

Councilmembers Wiegenstein, Stucky, Marshall, and Mayor Pro Tem Hizon provided their respective questions and comments, with Jay Cochran, Director Smith, City Attorney Evans, Deputy City Administrator Goldman, and Interim City Administrator Combs responding.

EXTENSION - At 9:16 p.m. Mayor Pro Tem Hizon requested to further extend the meeting.

Motion: Mayor Pro Tem Hizon moved to suspend the Council Rules and further extend the meeting to 10:00 p.m. The motion was seconded by Councilmember Marshall and passed unanimously.

Additional discussion resumed on the item.

Motion: With discussion concluded, Councilmember Marshall moved to support the NWPPRD resolution seeking the City's approval to form a Metropolitan Park District (MPD). The motion was seconded by Councilmember Wiegenstein. Councilmember Hoffmire noted that as both a member of the City Council and an employee of the NWPPRD he would recuse himself from voting. The vote on the motion carried 5-1 with Mayor Pro Tem Hizon and Councilmembers Armes, Wiegenstein, Woessner, and Marshall in favor and Councilmember Stucky opposed.

10. REPORTS & DISCUSSION ITEMS

None

11. EXECUTIVE SESSION

Mayor Wright announced the Council would move into executive session to discuss with legal counsel litigation or potential litigation per RCW 42.30.110 (1) (i). He noted the anticipated duration was fifteen minutes with no action to follow and that executive sessions are not open to the public.

The Council entered executive session at 9:30 p.m.

At 9:45 p.m. the Council came out of executive session and resumed the open session of the meeting. Mayor Wright noted no action would be taken regarding the matter discussed.

Adjourn

Motion: There being no further business, Mayor Wright called for a motion to adjourn. Councilmember Woessner moved to adjourn, seconded by Councilmember Marshall. The motion was approved by a unanimous vote, therefore the meeting adjourned at 9:46 p.m.

Certified by Julie Nester, City Clerk

Oak Harbor City Council
Workshop Meeting Minutes
March 27, 2024

This was both a physical meeting location and a virtual meeting. Meeting was viewable live via YouTube at www.youtube.com/cityofoakharbor, on Facebook, and on Cable Channel 10/HD 1090 following the meeting

CALL TO ORDER

Mayor Wright called the workshop meeting to order at 2:00 p.m.

ROLL CALL

City Council Present:

Mayor Ronnie Wright
Mayor Pro Tem Tara Hizon
Councilmember Jim Woessner
Councilmember Bryan Stucky
Councilmember Shane Hoffmire
Councilmember Eric Marshall
Councilmember Christopher Wiegenstein
Councilmember Barbara Armes

Staff Present/Videoconference

Interim City Administrator Sabrina Combs
Deputy City Admin. & Finance Dir. David Goldman
Development Services Director David Kuhl
Parks and Recreation Director Brian Smith
Public Works Director Steve Schuller
Police Chief Tony Slowik
Interim Fire Chief Gordon Olson
Harbormaster Chris Sublet
Principal Planner Cac Kamak
Finance Manager Chas Webster
Grants Administrator Wendy Horn
Central Services Manager Sandra Place
Executive Assistant Macalle Finkle
City Clerk Julie Nester

Also in attendance: City Attorney
Hillary Evans of Kenyon Disend, PLLC

MAYOR

Mayor Wright welcomed all in attendance. He noted all members of the Council were present. He observed there were two items for action on the agenda, and that the Council may allow or request public participation for those items.

Mayor Wright also shared that the City's thoughts were with the City of Baltimore, Maryland in the collapse of the Francis Scott Key Bridge and the families of those injured or lost in this tragic accident.

Special Meetings – Mayor Wright announced the City Council will be holding two special Council meetings in April.

The first will be on April 10th at 2:00 p.m. in Council Chambers. The purpose of that special meeting is to discuss the Council's Overarching Priorities and how they relate to our budget planning. Deputy City Administrator Goldman has sent budget information to the Council in preparation for that meeting.

The second special meeting is a joint meeting with the Island County Board of Commissioners on April 23rd at 1:00 p.m. The purpose of the special meeting is to review and discuss land use policies and regulations of mutual interest. That special meeting will be held at the Whidbey Campus of Skagit Valley College, Room A306.

Both meetings are open to the public, but public comment will not be taken.

PARKS AND RECREATION

- a. Action Item: Resolution 24-12: Oak Harbor Marina Main Electrical Supply Cable - Emergency Repair.

Parks and Recreation Director Smith explained the need for this action item. On Saturday, March 16, 2024, the Marina experienced an electrical failure along the main walkway resulting in the power to E, F, and G Docks being interrupted. The lighting on the affected docks is also not operational, and the Wi-Fi is off throughout the Marina (the Wi-Fi signal is sent to E Dock and then distributed to the rest of the Marina). 120 vessels were impacted. Staff quickly moved to first relocate liveaboard tenants to other docks, followed by non-liveaboard tenants and others on a "first come, first served" basis, considering slip sizes and availability. The failure also means the safety and security cameras do not function, nor do the channel markers. An additional issue to the loss of power is the potential for bilge pump failures if a vessel's battery back-up system does not kick-in. This could result in a vessel taking on water, or, in a worst-case scenario, sinking. All Marina tenants have been notified.

The initial electrician inspection determined that the main supply cable has failed and needs to be replaced. This cable is a special-order item which must be ordered from the manufacturer, and it is anticipated to take a couple of weeks to arrive. Once it arrives, it will likely take another week to have it installed. As of today, staff is anticipating it could be three to four weeks until the electrical service to E, F, and G Docks is restored.

The initial estimates for repair came in at \$60,000 - \$75,000. Staff acknowledges the actual cost could be much greater as a full replacement and additional work is required. Staff reached out to three electricians, two of which came to the Marina to provide initial estimates.

The failure of the main supply cable qualifies as an emergency per Section 1.13 Declared Emergencies, of the City's Purchasing Policy, which defines such a failure as (a) "unforeseen circumstance, beyond control of the City that presents a real, immediate threat to the proper performance of essential functions" or (b) "will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken".

Declared Emergency Process: Per RCW 34.08.280, the City Council may, by resolution, waive competitive bidding requirements to adequately respond to emergencies.

Mayor Wright confirmed whether the Council would accept public comment on the item and requested any comments from the public. Hearing no one with a desire to address the Council, Mayor Wright called upon the Council for their questions and comments.

Councilmembers Hoffmire, Marshall, and Wiegenstein provided their respective questions and comments.

Motion: Councilmember Stucky moved to approve Resolution 24-12: Oak Harbor Marina Electrical Main Supply Cable Repair and authorize the Mayor to approve the expenditure of funds in an amount not to

exceed \$90,000 for emergency repair and/or replacement of electrical system components at the Oak Harbor Marina. Mayor Pro Tem Hizon seconded the motion, which passed unanimously.

b. Inclusive Regional Playground

Parks and Recreation Director Smith provided information and discussion on inclusive playground needs and planning for Oak Harbor. He explained the need to build recreation facilities that are versatile and adaptable to meet the needs of all residents of the community, with the goal of providing a well-rounded selection of recreation programs and activities that provide uplifting, healthful, enjoyable and personally satisfying experiences for Oak Harbor residents of all ages. Director Smith further explained that inclusive play is not about meeting "special needs"; it's about meeting everyone's need to play, wherever they choose and in a variety of different ways.

Staff is seeking to create an inclusive playground at Windjammer Park. The cost of such a playground is approximately \$950,000. Funding sources include the potential for LWCF grant funding, a program match, and community donations.

Parks and Recreation Commission Chair Carrie Stucky also provided information.

Councilmembers Woessner, Hoffmire, Stucky, Wiegenstein, Marshall, and Mayor Pro Tem Hizon provided their respective questions and comments.

c. Windjammer Park Financial and Project Update

Parks and Recreation Director Brian Smith provided the financial expenses summary and project update for Windjammer Park. He reviewed the 2022 Community Feedback Process. Some of the projects not included in the community feedback process were:

- Heaters in kitchens
- ADA access to beach trails
- A pilot program for beachfront native growth areas
- Irrigation system replacement
- Lagoon dock replacement
- Non-motorized watercraft ramp

Additional projects identified under community feedback in the plan included:

- Special Events Great Lawn
- Wetland Enhancement and Overlook w/ info signs
- New Picnic Areas by Lagoon and Splash Park
- Shoreline Enhancements
- New Playground on the West Side of the Park
- Dog Park / Dog Run
- Streetscape Improvements at Beeksma Drive
- Bring back the Windmill
- City Hosted Special Events and Teen Activities
- Keep and Improve the Baseball Fields
- More Covered Picnic areas w/ BBQ Grills
- Increased Maintenance, Cleaning, Grooming
- Add Trees (shade/fragrance), plantings, flowers
- Dog Park- fenced for off-leash
- Lagoon Improvements, Lifeguard

2023 Staff Recommendations were:

#1 - Repair Shoreline

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- #2 - Enhance the Pavilion
- #3 - Fix the Splash Park
- #4 - Improve Picnic/Seating Option
- #5 - Rental Facility Improvements
- #6 - Shady Areas Near Splash Park and Lagoon
- #7 - Interpretive Center Available for Rental Use

The Windjammer Park Improvement Fund (325) is estimated to have available \$1,067,636 in 2024. The City's 6-year CIP includes an additional \$250,000 in the year 2027. This provides a total fund of \$1,317,636 budgeted for improvement projects.

Councilmembers Stucky and Woessner provided their respective questions and comments.

Development Services

a. Planning Commission Annual Report to City Council

Development Services Director David Kuhl presented the annual report. Staff drafted the annual report for 2023; the work program for 2024; and prepared the action details based on approved meeting minutes. The Planning Commission reviewed this report and provided recommendations to City Council.

2023 Accomplishments - Long Range Planning

- Resolution No. 23-02: The 2023 Comprehensive Plan Docket which included ongoing amendments such as Implementation of the Housing Action Plan (HAP), Joint Planning and Urban Growth Area discussions with Island County, the Active Transportation Plan (ATP), and Industrial land use changes, along with the addition of a Downtown and Marina Expansion Study as well as an Alternate Street Connection Plan.
- Ordinance No. 1969, amending OHMC Chapter 19.20, Articles XVIII and XVI, regarding standards for the OS (Open Space) zone district.”
- Ordinance No. 1970, amending OHMC Section 20.04.100 - Thresholds for categorical exemptions.
- Ordinance No. 1976, amending OHMC Sections 17.05.030 and 17.05.060 relating to “Plan Check Fees and Building Permit Expiration.”

Ongoing projects include:

- Comprehensive Plan Updates
- Implement Housing Action Plan
- Stormwater NPDES Phase II Conformance
- Shoreline Restoration Plan
- Flood Control Ordinance

New Projects for the Planning Commission include:

Upcoming Text Amendments to Oak Harbor Municipal Code

- Housing – review and advance new density requirements per state law
- Housing – continue to develop multi-family tax exemption program
- Land Use Fee Schedule Update
- Temporary Use of R.V.'s on construction sites

Upcoming Projects:

- 2024-2025 Comprehensive Plan Update
- Partner w/County – Interlocal Agreement Update
- Active Transportation Plan
- Alternate Street Connection Plan

- Serendipity Lane
- Central Development Sub-Area Planning
- Vision to Action Plan - Center for Creative Recycling
- Downtown Waterfront Planning – Dahlin Group

Planning Commission Recommendations to the City Council:

Housing: Advocate for short-term solutions to quickly address housing issues. Develop a short-range plan along with the long-range plans for housing, prioritizing affordable housing for service workers.

Sustainability: Explore sustainability and options for smaller projects; assist with programs which may provide students with experience in sustainability.

Councilmembers Woessner, Stucky, and Marshall provided their respective questions and comments.

b. Countywide Planning Policy

Principal Planner Cac Kamak explained the Growth Management Act – RCW 36.70A, requires that counties subject to the GMA adopt Countywide Planning Policies (CWPPs or CPPs) and the procedures and methodologies for population projections, buildable land analysis, and other city/county functions that are necessary to plan for growth. requires that these policies be developed with the cooperation of the municipalities within the county (RCW 36. 70A.210(2)). In accordance with CPPs policies, a Countywide Planning Group consisting of staff representatives from various jurisdictions was formed to review the current CPP and identify changes that are needed before the next major update in 2025. Island County is the lead on this project.

A timeline of items has included:

- Island County CWPP amendments - 1992, 1998, 1999, 2015, 2017
- County Planning Group (CPG) to review the CPP prior to 2025 Major update
- City Council and Planning Commission Joint Workshop Oct 23, 2023
- City Council discussed the HAPT and housing allocation Jan 16, 2024
- City Council ratified the OFM medium population on Feb 5, 2024
- Island County to hold hearing on CPP in March
- City Council ratify the CPP in April

CPP Amendments:

Countywide Planning Group

Overall Approach

- Consistency
- Practical growth-related modification
- Promote growth in urban areas and discourage growth in rural areas
- Learn on the move

Scope of Amendments

- Clerical and Terminology Update
- Practical growth-related policy modifications
 - Inclusive of natural areas, open space, wetlands, etc.
- Buildable Land and Housing oriented
 - New Addition - Appendix B – Housing for All Planning Tool (HAPT)
 - Housing allocations assigned to Urban Growth Area vs city limits.

Highlights – Island County and the City acknowledged the Medium Population (OFM) of 102,639 and a 20-Year Housing Allocation for Oak Harbor of an additional 5,533 housing units by 2045. The City currently has 10,057 existing units.

Principal Planner Kamak demonstrated the Housing Allocation Plan Tool (HAPT) used by the state to

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determine target populations and housing unit distributions for each area. Island County will act on the CPP at its March meeting. The City Council will consider ratifying the CPPs in April. The Planning Commission will make a recommendation on the CPP to the City Council on March 26th.

Councilmembers Woessner, Hoffmire, and Armes provided their respective questions and comments.

c. Active Transportation Plan Update

Principal Planner Cac Kamak also provided this update. He explained the Active Transportation Plan (ATP) is a sub-element of the City's Transportation Plan. The initial draft was released in November 2023 along with the SEPA analysis. The document received comments from Washington State Department of Transportation (WSDOT), Island County etc. The initial draft facilitated a meeting with WSDOT that resulted in input captured in Appendix E of the revised plan. The revised plan, although not substantially different from the initial draft address comments received during the SEPA and Washington State Department of Commerce notice and comment period. The Plan reviews existing conditions for pedestrians and bicyclist, identifies areas of stress, gaps in infrastructure etc. It also proposes a network to develop over time for Oak Harbor and identifies catalyst projects to pursue. Six of these catalyst projects have conceptual designs along with cost estimates included (Appendix F of the revised plan). The Plan also includes policy and program recommendations.

Principal Planner Kamak provided highlights from the Plan, including:

- Establishes an Active Transportation Network within the City
- Identifies gaps in sidewalks
- Suggests 9 catalyst projects with cost estimates
- Includes 6 conceptual designs for projects
- Recommendations for policies and programs

The Planning Commission held a public hearing of the ATP at their March 26th meeting. A public hearing is also scheduled for a City Council meeting in April.

Councilmember Hoffmire and Mayor Pro Tem Hizon provided their respective questions and comments.

d. Development Services Annual Report

Development Services Director David Kuhl provided the annual report for 2023, which included information from the permitting program, as well as summaries of ongoing and upcoming projects.

Total Building Permits Issued: 412. The majority of these were mechanical, followed by Occupancy, Alteration, New Building, Plumbing, Sign, Tenant Improvement, and Demolition permits, among others.

Total Land Use Applications Received: 49. The majority of these in descending order were Pre-Application Meeting, Site Plan Review, Conditional Use, Garry Oak Trimming, Annexation, and others.

Current Development Reviews are in the works for: Land Use Review, Pre-Applications, Building Construction, Engineering Review, and Annexation.

2023 Completed Legislative Actions:

- Resolution No. 23-02: The 2023 Comprehensive Plan Docket
- Ordinance No. 1969: amending OHMC Chapter 19.20, Articles XVIII and XVI, regarding standards for the OS (Open Space) zone district.”
- Ordinance No. 1970: amending OHMC Section 20.04.100 - Thresholds for categorical exemptions.

- Ordinance No. 1976: amending OHMC Sections 17.05.030 and 17.05.060 relating to “Plan Check Fees and Building Permit Expiration.”

Councilmembers Woessner, Hoffmire, Marshall, and Mayor Pro Tem Hizon provided their respective questions and comments.

BREAK – Mayor Wright called for a short recess at 4:29 p.m. and resumed the Workshop at 4:34 p.m.

Finance

a. Permanent Available Recurring Funding Options

Presented by Deputy City Administrator David Goldman with input from Police Chief Slowik. At the February 28, 2024 City Council Workshop, Police Chief Slowik summarized police staffing needs and some temporary funding solutions. Per the City's financial policies and best practices, recurring revenues are required to fund recurring expenditures. This agenda item provided a recap of the temporary funding solutions and offer a few permanent funding solutions for the City Council to consider. The approximate Salary & Benefit cost for 1 Police Officer starting at STEP 1 = \$113,000

Recommended staffing request is for 4 Officers, 1 Drug Detective, and a ½ time receptionist.

Temporary funding options:

- Department of Justice COPS Grant – Will fund a total of \$125,000 per position spread out over three years.. This equates to \$41,666 per year translates to 37% of entry level officer first year and decreasing percentage of their salary for the next two years.
- Johnson & Johnson Opioid Settlement – Will provide about \$1,200,000. Would fund one entry level Drug Detective for about 8 years.

Permanent funding solution options:

- Public Safety Sales Tax
 - Would fund 4 police officers.
 - Voter approval required. Majority (50%) vote required.
 - Filing deadline for August Primary = May. Deadline for November General = August. Two options. City led or County led.
 - City led = Maximum of 0.1% sales tax. Approximately \$500,000 per year.
 - County led = Maximum of 0.3% sales tax. Approximately \$543,000 per year for each 0.1% sales tax.
 - Formulas vary based on formulas contained in RCW. See 2023 MRSC Revenue Guide for Cities for more details
- Business and Occupation Tax (B&O Tax)
 - MRSC – There are four major general revenue sources available for cities:
 - Property Tax – Limited to 1% plus new construction or requires levy lid lift vote. Sales Tax – Growth has leveled off.
 - Utility Tax – Decreased due to lowering of utility rate.
 - B&O Tax – Available.
 - About 50 cities use B&O Tax.
- Details of B&O Tax
 - Council approval.
 - Maximum tax rate is 0.002 x gross annual receipts. 0.002 = 1/5 of 1%.
 - Handful of cities have higher grandfathered-in rates.
 - Minimum tax threshold = \$20,000 gross annual receipts (exempt from tax).
 - Tax thresholds range from \$20,000 to \$1,000,000.
 - The 2023 MRSC Revenue Guide for Cities can provide more details.

Next Steps:

- Compared to the attainment of one-time revenues through grants and settlements, permanent recurring revenues sources that can be used to fund on-going personnel, operating, maintenance, and debt payment costs have become rarer.
- Funding in excess of the amount needed for the 4 officers, 1 drug detective, and ½ time receptionist can be used for current and future needs such as:
 - Debt service on borrowed funds to construct potential parks, marina, capital facility projects.
 - On-going anticipated operational and maintenance costs related to upcoming capital projects.
 - Increasing costs of contracted services.

Councilmembers Woessner, Hoffmire, Stucky, Marshall, and Armes provide their respective questions and comments.

Police Department

a. Police Fleet Update

Introduce Police Chief Tony Slowik to provide the update. The 2022 and 2023 budget years included funds to replace several police fleet vehicles. On August 3, 2022, the City Council approved the purchase of five Ford Hybrid SUV vehicles. Those vehicles were ordered and then canceled by Ford due to distribution issues. Staff reordered the five vehicles when the order bank opened in 2023; however, they were canceled again in January of this year.

On July 11, 2023, the Council approved the purchase of two more Ford Hybrid SUV vehicles. Those vehicles were ordered and canceled in January of this year as well.

The order bank for the 2025 models has just opened for full gas vehicles, Ford is not accepting the orders as this time for the Police Hybrid SUV and there is no guarantee the vehicles will not be canceled again due to Ford's distribution issues. Therefore, staff would like to move forward with purchasing one (1) F-150 Lightning Pickup and two (2) Chevrolet EV Blazers, utilizing approximately \$230,000.00 of the \$506,000.00 approved by the City Council for seven (7) Ford Hybrid SUV vehicles. Staff believes that this change of direction is in the best interest of the City due to the lack of hybrid engines and will save the City in operational costs, specifically fuel.

Mayor Pro Tem Hizon, and Councilmembers Stucky and Hoffmire provided their respective questions and comments.

Engineering

a. Pervious, Permeable, and Porous Stormwater Solutions

City Engineer Warner introduced Engineering Technician Pollack to present the information on pervious, permeable, and porous stormwater solutions that are available for construction in the City. He included the history of stormwater regulations, best management practices, the current City approach, feasibility of mandating permeable surfaces, and staff recommendations.

Definitions:

Pervious – admitting passage or entrance, accessible.

Porous – having many small holes or voids.

Permeable – allowing passage across or through.

In relation to stormwater, the terms are nearly identical in meaning, which is to allow water to pass through.

The 2019 edition of the Stormwater Management Manual for Western Washington was adopted by the City Council in 2022 in Ord. 1945 in 12.30.310 OHMC. This action was required by the Dept. of Ecology's NPDES permit for the Stormwater System that the City maintains. The permit also requires all development and redevelopment to adhere to certain requirements for managing stormwater.

Pervious, Porous, and Permeable Surfaces are all included as Best Management Practice (BMP) T5.15 "Permeable Pavements" in the Manual and are to be considered as part of Minimum Requirement 5 – On Site Stormwater Management.

When to use:

When a project triggers Minimum Requirement 5,

AND:

- The BMP is the first feasible option in the List Method for the specific Surface Type; or,
- Is feasible under the Low Impact Development Performance Standard method.

When not to use:

- If it is a roadway project.
- If the infeasibility criteria are met.
- If there is a significant risk of transporting ground contamination (i.e. Gas Stations, landfills, or other sites under cleanup and restoration plans).
- Others

Engineering Technician Pollack reviewed varying existing examples of permeable pavements in Oak Harbor, and the current City approach to both public projects and private development. He also reviewed the pros and cons of mandating the use of such pavements and feasibility.

Councilmembers Woessner, Hoffmire, and Mayor Pro Tem Hizon provided their respective questions and comments.

Administration

a. ACTION ITEM: Professional Services Agreement with Periscope Legal for Indigent Defense

Interim City Administrator Sabrina Combs provided background and presented the Agreement along with input from City Attorney Evans. She explained the City's former contracted provider of indigent defense services, Island Defense, has informed the City that they will no longer be providing these services for the City and will be working solely with Island County. Island Defense transferred City cases already assigned to them to Attorney Andrew Perkins of Periscope Legal, who was formerly associated with Island Defense.

Staff is recommending a six-month Professional Services Agreement with Periscope Legal, during which time the City will complete a Request for Proposals (RFP) process. Staff also requests authorization for payment of services rendered by Andrew Perkins of Periscope Legal prior to the start of this Agreement on April 1, 2024.

Mayor Wright confirmed no comments were received from the public. No one in attendance provided comments.

Councilmembers Woessner and Hoffmire provided their respective questions and comments.

Motion: Councilmember Wiegenstein moved to authorize the Mayor to sign the Professional Services Agreement with Andrew Perkins of Periscope Legal and authorize payment for services rendered in February and March of 2024. Councilmember Hoffmire seconded the motion which passed unanimously.

b. Monthly Departments' Report

Interim City Administrator Sabrina Combs noted the staff's combined monthly report was included for Council information and she would be happy to respond to any questions.

There were no questions or comments on the report from the Council.

City Council Comments

Mayor Pro Tem Hizon thanked staff for website updates. Councilmember Wiegenstein noted the department reports were clearer and more organized. Interim City Administrator Combs thanked Executive Assistant Macalle Finkle and all departments for their work on the report.

ADJOURN

There being no further business, Mayor Wright adjourned the workshop at 5:59 p.m.

Certified by Julie Nester, City Clerk

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 4.b.

Date: April 2, 2024

Subject: Approval of Payroll and
Accounts Payable Vouchers

FROM: Finance - Accounts Payable, and Human Resources - Payroll

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Approval of Accounts Payable Vouchers and Payroll Checks - See Voucher numbers listed in attachments and Check numbers listed on the agenda bill. Oak Harbor Municipal Code Chapter 3.72 establishes procedures for claims (Vouchers) payment. The determination that supports the signature coversheets is attached. Claim coversheets will be provided prior to the City Council meeting for appropriate signatures.

BACKGROUND / SUMMARY INFORMATION

Accounts Payable

March 27, 2024

Check 196039 totaling \$1,069.05 (Voucher List A+ Auto)

Check 116 totaling \$833.00(Voucher List CPL)

Checks 196040 - 196133 totaling \$232,679.75 (Voucher List 3f)

March 22, 2024

Checks 195968 - 196038 totaling \$264,543.01 (Voucher List 3e)

Check 115 totaling \$12,508.75 (Voucher List Excise 01-Jan)

March 19, 2024

Check 114 totaling \$27,400.77 (Voucher List 3cc)

March 15, 2024

Checks 195923 - 195967 totaling \$556,275.52 (Voucher List 3d)

Payroll

Semi

Direct Deposit: #67711-67875 \$453,273.14

Checks #103308-103327 \$462,732.40

EFT #: 1713-1716 \$186,166.68

\$1,102,172.22

Monthly

Direct Deposit #67876-67890 \$7,671.03

EFT # 1717-1718 \$1,981

Checks #103328-103334 \$6,871.56

\$16,523.59

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Voucher List 3f](#)
2. [Voucher List CPL](#)
3. [Voucher List A+ Auto](#)
4. [Voucher List Excise 01-Jan](#)
5. [Voucher List 3e](#)
6. [Voucher List 3d](#)
7. [Voucher List 3cc](#)

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196040	3/27/2024	0010725 A-1 GARAGE DOOR SPECIALIST	209283		STORAGE SHED BOTTOM SEALS	463.25
					Total :	463.25
196041	3/27/2024	0000781 ALBERTSON/SAFEWAY COMPANIES	669107-030524-3427		2@ BAGLE DONUT ASTD (FLAGGER TF	29.97
					Total :	29.97
196042	3/27/2024	0000424 ALL BATTERY SALES AND SERVICE	300-10135485 72270821 999732106		EMERGENCY LIGHTS: CITY HALL COMM. 950CCA 12V 18 MOS COMM. 950CCA 12V 18 MOS	74.12 140.21 280.42
					Total :	494.75
196043	3/27/2024	0010560 ALL PRO BUILDING MAINTENANCE	54694		FLOOR STRIP & WAX HARD FLOORS: C	4,083.75
					Total :	4,083.75
196044	3/27/2024	0009090 AMAZON CAPITAL SERVICES, INC	11XV-KY9K-XJTH 1443-L9QP-QR7Q 17L4-L9RX-QJH4 19QX-C6MR-WX33 1CNN-VDHQ-WV1P 1FHM-V6CN-Q7KN 1FW9-P7T4-XCJG 1K9H-JFXV-W4MN 1LJD-MQQW-WMLK 1LQF-TN3D-WV4C 1MJL-TYKV-XWNJ 1MRJ-MWQQ-XKNK 1NWN-TYLV-WFCT 1TL6-YVRG-WCCQ 1V6V-RKHP-VNM1 1X9P-K9DW-1WVQ 1XHW-6CFL-Y3VY 1Y74-L4GJ-QT4T 1YGC-9JNF-R1LW 1YVK-1WGF-RDWC		1/2" STAINLESS STEEL ELECTRIC SOLI TRUPOW 12V DSL KEROSENE OIL FUE PREVOST PRVURC061201 COUPLER CAR WATER TANK CLNG TOOL PRESSI SURFACE PRO 8 DOCKING STATION HORUSDY 22PCS BACK PROBE KIT DISPOSABLE VOMIT BAGS SAMDATA 32GB USB FLASH DRIVE 2PK DESK FILE ORGANIZER PAPER SORTE PENTEL RSVP BALLPOINT PEN (5PK) ACTIVE NOISE CANCELLING HEADPHC HIGH-YLD TONER CARTRIDGES HP CC ODOR REMOVING GEL BUCKET 15.5LE TAPE FOR BROTHER TOUCH LABEL M/ MEAD LETTER SIZE MAILING ENVELOF IPAD PRO SLEEVE CASE (CREDIT RET TOTEM HANDLEBAR GRIPS DBL LOCK KICNIC PG MARKERS COLORED STICK LEXMARK 56F0Z00 IMAGING UNIT 60K MIBAO DIRT TRAPPER DOOR MAT (CRI	865.79 88.36 115.20 68.66 235.50 20.49 8.71 10.89 28.96 7.09 43.58 1,458.97 419.59 14.05 51.24 -37.01 194.43 101.93 75.58 -76.29
					Total :	3,695.72

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196045	3/27/2024	0000042 ANACORTES, CITY OF	19582		PD TRAINING REGISTRATION: S RICCI	1,000.00
Total :						1,000.00
196046	3/27/2024	0005001 ARAMARK	6560342290		UNIFORM RENTAL	34.45
			6560342291		UNIFORM RENTAL	38.45
			6560342292		UNIFORM RENTAL	47.98
			6560342293		UNIFORM RENTAL	16.35
			6560342294		UNIFORM RENTAL	41.98
			6560342295		UNIFORM RENTAL	16.36
			6560342296		UNIFORM RENTAL	20.75
			6560342317		UNIFORM RENTAL	113.86
			6560345841		UNIFORM RENTAL	33.58
			6560345842		UNIFORM RENTAL	38.45
			6560345843		UNIFORM RENTAL	47.98
			6560345844		UNIFORM RENTAL	16.35
			6560345845		UNIFORM RENTAL	41.98
			6560345846		UNIFORM RENTAL	16.36
			6560345847		UNIFORM RENTAL	20.75
			6560345867		UNIFORM RENTAL	110.61
			6560349369		UNIFORM RENTAL	33.58
			6560349370		UNIFORM RENTAL	38.45
			6560349371		UNIFORM RENTAL	47.98
			6560349372		UNIFORM RENTAL	16.35
			6560349373		UNIFORM RENTAL	41.98
			6560349374		UNIFORM RENTAL	16.36
			6560349375		UNIFORM RENTAL	20.75
			6560349395		UNIFORM RENTAL	115.89
			6560350249		MAT NYLON/RUBBER	16.35
Total :						1,003.93
196047	3/27/2024	0007839 ASHLEY'S DESIGN & LETTERMAN	103071		EMBROIDERY: LEFT CHEST	314.19
Total :						314.19
196048	3/27/2024	0001489 ATCO INTERNATIONAL	10625665		EXPANDING FOAM	392.46
Total :						392.46
196049	3/27/2024	0004733 BARRON HEATING & AIR COND, INC	215786298		FAILED IGNITION CONTROL BOARD: P	338.88

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196049	3/27/2024	0004733 0004733 BARRON HEATING & AIR COND, INC	(Continued)			Total : 338.88
196050	3/27/2024	0006746 BAYVIEW ENGINEERING INDUSTRIES	02-20-2024		VALVE PLATES PER SAMPLE	774.79
						Total : 774.79
196051	3/27/2024	0000094 BERG VAULT COMPANY	111419		#1 CONCRETE LID & STEEL INSTERT/F	1,542.62
						Total : 1,542.62
196052	3/27/2024	0003980 BHC CONSULTANTS	0019968		CLEAN WATER FACILITY NUTRIENT OF	9,236.25
						Total : 9,236.25
196053	3/27/2024	0007807 BLIND ENTERPRISES	6847		MEEROW BLACK W/ SILVER THREAD 5	138.00
						Total : 138.00
196054	3/27/2024	0001558 BOUND TREE MEDICAL, LLC	85264257		CURAPLEX LUBE JELLY TUBE	27.61
						Total : 27.61
196055	3/27/2024	0000131 BROADVIEW APPLIANCE	SV00063342		LABOR: INSPECT WHIRLPOOL DRYER	326.95
						Total : 326.95
196056	3/27/2024	0009166 BROADWAY SPORTS & INTERNAL MED	21618952		ANNUAL MED EXAM: ENGLE	14.18
						Total : 14.18
196057	3/27/2024	0008235 CARLETTI ARCHITECTS, PS	14067		ARCHITECTURAL CONSULTANTS - DO	22,311.50
						Total : 22,311.50
196058	3/27/2024	0001235 CARROT-TOP INDUSTRIES	INV125791		5X8' NYLON US FLAG	1,027.94
						Total : 1,027.94
196059	3/27/2024	0005000 CASCADE FIRE & SAFETY	2667652		251180 DOOR HANDLE	343.38
						Total : 343.38
196060	3/27/2024	0000150 CASCADE NATURAL GAS	08793000004 82193000005 90134000000		NATURAL GAS NATURAL GAS NATURAL GAS - 917 E WHIDBEY AVE	893.45 152.54 163.66
						Total : 1,209.65
196061	3/27/2024	0000193 COMMERCIAL FIRE PROTECTION	72067		ANNUAL WET/BACKFLOW/FWD FLO IN	5,603.05

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196061	3/27/2024	0000193 0000193 COMMERCIAL FIRE PROTECTION	(Continued)			Total : 5,603.05
196062	3/27/2024	0010821 CRIMINAL JUSTICE TRAINING COMM, WASH	201139198		BLEA TRAINING: T. YATES	4,947.00
						Total : 4,947.00
196063	3/27/2024	0000220 CUMMINS SALES AND SERVICE	07-81405		QUICKSERVE ONLINE KIT	817.50
						Total : 817.50
196064	3/27/2024	0000225 DAILY JOURNAL OF COMMERCE	3397155		AULT FIELD WATER PUMP	826.20
						Total : 826.20
196065	3/27/2024	0011342 DESMOND & LOUIS, INC	13735		PIO TRAINING FIRST RESPONDERS FE	850.00
						Total : 850.00
196066	3/27/2024	0000247 DIAMOND SITE SERVICES	1-635581-4		PORTABLES CONSTRUCTION RENTAL	180.00
						Total : 180.00
196067	3/27/2024	0000028 DICOCHEA LLC, DBA ALL ISLAND LOCK & KE	32943		CHICAGO CABINET KEYS	6.00
						Total : 6.00
196068	3/27/2024	0000967 ECOLOGY, WASHINGTON STATE DEPT OF	2024-BA0020567		BIOSOLIDS ANNUAL PERMIT FEE	4,435.45
						Total : 4,435.45
196069	3/27/2024	0006984 ECOLUBE RECOVERY, LLC	2812021224 3504031224		USED OIL - STOP FEE STOP FEE - SPENT ANTIFREEZE	252.60 60.00
						Total : 312.60
196070	3/27/2024	0000273 EDGE ANALYTICAL, INC	24-03915 24-05492 24-06375 24-06863		AULT FIELD PUMP STATION FLOURIDE CHROMOGENIC SUBSTRATE TEST (CC CHROMOGENIC SUBSTRATE TEST (CC CHROMOGENIC SUBSTRATE TEST (CC	33.00 175.00 150.00 150.00
						Total : 508.00
196071	3/27/2024	0008160 EMERALD AUTO	561541		VEHICLE #51: EX WASH/INT DETAIL	330.00
						Total : 330.00
196072	3/27/2024	0002900 FASTENAL	WAANA154279		SIGNFIX LARGE CHA6CT & UNIVERSA	2,252.70

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196072	3/27/2024	0002900 0002900 FASTENAL			(Continued)	Total : 2,252.70
196073	3/27/2024	0000308 FEDEX	8-411-32197 8-418-03624 8-432-54463 8-439-04633		EXPRESS & GROUND SERVICE CHARG GROUND SERVICE CHARGE GROUND SERVICES GROUND SERVICES CHARGE	260.32 23.57 77.63 23.67 Total : 385.19
196074	3/27/2024	0010172 FERGUSON WATERWORKS	0032230 0033088		2-1/2X 20FT PVC S80 PE PIPE 6X12 ALL SS REP CLMP 7.06-7.46	835.43 355.15 Total : 1,190.58
196075	3/27/2024	0000314 FISHERIES SUPPLY COMPANY	6761345		WMS DECK BOSS ANKLE BOOT GLACII	84.08 Total : 84.08
196076	3/27/2024	0000325 FRONTIER FORD	147175 147375		KEYS: CODE C 164R8292 (S-01) BLADE/SEAT B (CK4Z*1461202*D)	192.49 112.98 Total : 305.47
196077	3/27/2024	0000329 GALLS	027152767 027249063		ONE LINE BRASS NAMEPLATE TACHYON 8 GTX DUTY BOOT	17.19 181.44 Total : 198.63
196078	3/27/2024	0010573 GOBLE SAMPSON ASSOCIATES, INC	BINV0011238		BORG 01	459.98 Total : 459.98
196079	3/27/2024	0010827 GONZALES, ADRIAN	030724		TRAVEL REIMBURSEMENT: MILEAGE	61.50 Total : 61.50
196080	3/27/2024	0000349 GRAINGER	9029785228		WESTERN BOOT EE 11 BROWN PR	167.24 Total : 167.24
196081	3/27/2024	0002940 GRAY & OSBORNE, INC	1 20 6		AULT FIELD ELECTRICAL UPGRADE 2022 WATER MAIN IMROVEMENTS AULT FIELD ELECTRICAL UPGRADE	5,366.07 17,094.95 7,430.52 Total : 29,891.54
196082	3/27/2024	0000360 GW, INC	1247847		GLOCK G43X - 9MM MOS BLACK	810.96

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196082	3/27/2024	0000360 0000360 GW, INC			(Continued)	Total : 810.96
196083	3/27/2024	0000323 HD FOWLER COMPANY	I6634148 I6634977 I6638572		WATER SERVICE PARTS WATER SERVICE PARTS #4 BARREL LOCK KEY - MODIFIED VER	1,621.81 2,373.41 224.56 Total : 4,219.78
196084	3/27/2024	0011332 HSI EMERGENCY CARE SOLUTIONS	1987183		ONLINE INSTRUCTOR REATHORIZATIC	45.00 Total : 45.00
196085	3/27/2024	0001307 INSIGHT PUBLIC SECTOR	1101140502 1101141296 1101144425		ADOBE SUBSCRIPTION 3 USERS GRAMMARLY BIZ TEAM LICENSE (1 YE POWERMIC III NON SCANNER F/DRA	576.12 2,539.16 4,463.55 Total : 7,578.83
196086	3/27/2024	0000410 ISLAND COUNTY SOLID WASTE	1900196 1902730		SPECIAL FEE ONLY: APP APPLIANCES SPECIAL FEE ONLY: SQG SMALL QUAN	50.50 32.00 Total : 82.50
196087	3/27/2024	0000415 ISLAND DISPOSAL	7990154S144		RECYCLING CHARGES - FEBRUARY	12,900.42 Total : 12,900.42
196088	3/27/2024	0010634 KENYON DISEND, PLLC	1094451 1094452 1094453 1094454		345.00000 - GENERAL CITY ATTY ADVIC 345.00100 - PUBLIC RECORDS REQUE 345.10000 - LITIGATION 345.10100 - GUADALUPE WHALLEY CO	17,728.00 1,137.00 224.00 770.05 Total : 19,859.05
196089	3/27/2024	0000889 LANGUAGE EXCHANGE	432176		INTERPRETER SERVICE - MARSHALLE	410.00 Total : 410.00
196090	3/27/2024	0009044 LEGACY TELECOMMUNICATIONS, INC	242301270011 24231260011		ATS ISSUES/FIRMWARE UPDATE/GENE GENERATOR INSPECTION	648.55 926.50 Total : 1,575.05
196091	3/27/2024	0007144 LEIRA	3847		PRI PROPERTY/EVIDENCE/DIGITAL MC	229.00 Total : 229.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196092	3/27/2024	0000221 LN CURTIS & SONS	INV792931		DUAL DEADMAN SAFETY CONTROL W/	1,065.09
					Total :	1,065.09
196093	3/27/2024	0002871 MASTER METER, INC	269091		MLINK VEHICLE READING SOFTWARE	1,925.00
					Total :	1,925.00
196094	3/27/2024	0002288 MCMASTER-CARR SUPPLY CO	23365403 23868038		18-8 STAINLESS STEEL RETRACTABLE	85.74
					18-8 STAINLESS STEEL RETRACTABLE	92.67
					Total :	178.41
196095	3/27/2024	0011343 MILE-X EQUIPMENT, INC.	113122		OTC 13-TON CAP PULLER SET	1,181.98
					Total :	1,181.98
196096	3/27/2024	0007786 MISSION COMMUNICATIONS, LLC	1085927		TRANSFORMER FLYING LEAD REPLAC	51.35
					Total :	51.35
196097	3/27/2024	0005266 MOFFATT & NICHOL ENGINEERS	00787028		MARINA DREDGING 222237 - THRU FEI	11,409.50
					Total :	11,409.50
196098	3/27/2024	0005828 NATIONAL BUSINESS FURNITURE	MK603197-TDQ MK603198-TDQ		66" HUTCH W/ TACKBOARD BLK/GRY	973.75
					EXECUTIVE CREDENZA PLANED TEAK	1,206.79
					Total :	2,180.54
196099	3/27/2024	0000608 NC MACHINERY COMPANY	MVWO0074849		INSPECT MACHINE/TREATMENT PLAN	1,093.12
					Total :	1,093.12
196100	3/27/2024	0000629 NORTH COAST ELECTRIC COMPANY	S013287382.001 S013290054.001		FINANCE CHARGE	50.04
					ECM-ETR E300 ETHERNET/IP CO	1,109.34
					Total :	1,159.38
196101	3/27/2024	0002200 NORTH WHIDBEY SPORTSMEN'S, ASSOCIAT	2024-001		2024 RANGE RENTAL (JAN 1 - DEC 31 2	1,639.00
					Total :	1,639.00
196102	3/27/2024	0000600 NORTHWEST CLEAN AIR AGENCY	14907		2024 REGISTRATION BASE & EMISSION	1,057.40
					Total :	1,057.40
196103	3/27/2024	0009666 NORTHWEST MOBILE FLAGGING, ACADEMY	3528		FLAGGER CERTIFICATION: 03/05/2024	580.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196103	3/27/2024	0009666	0009666 NORTHWEST MOBILE FLAGGING, ACAI	(Continued)		Total : 580.00
196104	3/27/2024	0000672	OAK HARBOR ACE			
			360473		PIPE THREAD CMPND 2OZ	5.21
			360539		COUPLER/PLUG SET 1/4"	39.20
			360560		TUBING POLY 5/8"X100	21.79
			360603		HMMR DRL BT SDS 5/16X6"	34.84
			360625		JGSW BIM 4" 6TPI 5PK	67.74
			360630		BAG SANDWICH EXOPN 90CT	6.53
			360636		NYALOX WIRE CUP 240G	25.05
			360638		NUTS & BOLTS	2.13
			360672		SMARTFLO MAX HOSE 5/8X25	93.70
			360715		QO 20A PON COMBO BREAKER	49.05
			360726		CLEANR DRN DRNMX GEL 32OZ	8.27
			360737		SPRYVARNISH GLOSS 12OZ	47.93
			360764		TRNBCKLE ZN 1/2X13-3/16"	66.66
			360766		HOOK & LOCK DSC 5" 180G 50P	25.06
			360776		STAIN MINWX 8OZ WTHRD OAK	10.89
			360783		CONDUIT PVC/ELBOW PVC 90D SCH 4I	135.97
			360789		COUPLE 2" SXS SCH40	9.12
			360793		BATTERY ALKALINE D 4PK	34.95
			360802		CABLE TIES 24" 175# WHT	31.88
			360826		QO 20A PON COMBO BREAKER (CRED	-49.05
			360827		FG E&E TNB 1/2-13X19-1/2	24.82
			360834		C&S CABLE LIGHTNG USB 6/WALL CH/	63.19
			360840		TURNTABLE 10 INCH	16.55
			360854		DUR BATT PHOTO CR2 1PK	13.07
			360869		SAND DISC 5" 220G 15PK	14.16
			360896		NUTS & BOLTS	6.54
			360926		NUTS & BOLTS	14.30
			360945		NUTS & BOLTS	5.10
			360953		HOSE FLEXOGEN 5/8"	90.40
					Total :	915.05
196105	3/27/2024	0000676	OAK HARBOR POLICE DEPARTMENT			
			013124		PETTY CASH	0.50
			022924		PETTY CASH	19.96
					Total :	20.46

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196106	3/27/2024	0011345 PACIFIC DIVE SERVICES, LLC	0001		VIDEO INSPECTION	40.88
					Total :	40.88
196107	3/27/2024	0008751 PACIFIC GOLF & TURF	P906589POR		DISK BRAKE CALIPER ASSY./BRAKE RO	2,172.24
					Total :	2,172.24
196108	3/27/2024	0006866 PROTHMAN	2024-8612		INTERIM FIRE CHIEF: MUNICIPAL CON	4,240.00
					Total :	4,240.00
196109	3/27/2024	0000743 PUGET SOUND ENERGY	300000007421		ELECTRICITY/CITY LIGHTS	4,223.95
					Total :	4,223.95
196110	3/27/2024	0010484 PYE BARKER FIRE & SAFETY, LLC	PSI1255601		HYDROTEST BREATHING AIR CASCAD	1,090.00
					Total :	1,090.00
196111	3/27/2024	0005827 ROBINSON, JACK	030524		EXPENSE VOUCHER: CDL PHYSICAL	160.00
					Total :	160.00
196112	3/27/2024	0011288 ROCKY POINT PLUMBING, & MAINTENANCE	2871		PLUMBING: REPLACED LEAKING PIPE	159.62
					Total :	159.62
196113	3/27/2024	0006689 ROPPOS WOOD & ENGRAVING	18469		EMBROIDERY SHIRT/FLEXFIT CAP	40.33
					Total :	40.33
196114	3/27/2024	0000799 SCOTTIES PLUMBING AND REPAIR	58847		REPAIR TOILET	716.97
					Total :	716.97
196115	3/27/2024	0000822 SHRED-IT USA, INC	8006432330		SHREDDING SERVICES - POLICE DEP1	256.08
					Total :	256.08
196116	3/27/2024	0000846 SOUND PUBLISHING, INC	8127016		JAN 13 2024 PUBLICATION	102.25
			8129447		FEB 24 & 29 PUBLICATION	274.00
			WNT990769		CITY NOTICES: CC HEARING INDUSTR	90.00
			WNT991550		CITY NOTICES: NOA SITE PLAN PRJT 2	151.50
			WNT991694		CITY NOTICES: CC PUBLIC HEARING 2	69.00
			WNT991720		CITY NOTICES: WINDJAMMER LAGOON	57.00
			WNT991724		CITY NOTICES: NOTICE OF APP CUP P	154.50
			WNT991990		CITY NOTICES: PRJT ENG-23-02	624.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196116	3/27/2024	0000846 SOUND PUBLISHING, INC	(Continued) WNT992141		SUMMARY ORDINANCES	174.00
					Total :	1,696.25
196117	3/27/2024	0010371 SOUTH CORRECTIONAL ENTITY	7694 7715		BOOKING FEE/GENERAL HOUSING FEI HEALTH SERVICES JAN 2024	16,799.28 493.79
					Total :	17,293.07
196118	3/27/2024	0003883 STAPLES BUSINESS ADVANTAGE	3561097194 3561675454 3561675455 3562145670 3562145672		LEXMARK HY RTN PROG BLK TNR HP 508X HI-YLD CYAN PURELL LTX-12 HD SNTZR 1200ML HD FILE 12 PKTS JAN-DEC LGL SZ BP LTX PLUM ANTBC SOAP 1200ML	849.09 354.22 660.61 22.82 492.79
					Total :	2,379.53
196119	3/27/2024	0005786 STOWES SHOES & CLOTHING	108661-21932		DETROIT LOW SAFETY T BRWN (C. BR	147.65
					Total :	147.65
196120	3/27/2024	0000874 SURETY PEST CONTROL	247795248 247795249 247795251		PEST EXTERMINATION: CITY BEACH S PEST EXTERMINATION: 1600 SW BEEK PEST EXTERMINATION: 1600 SW BEEK	58.85 77.38 75.20
					Total :	211.43
196121	3/27/2024	0007736 SYSTEMS FOR PUBLIC SAFETY, INC	46357 46358		FENDER PROTECTOR WRAPS UTILITY FENDER PROTECTOR WRAPS UTILITY	633.13 633.13
					Total :	1,266.26
196122	3/27/2024	0006331 ULINE	174535302		DOG WASTE BG 2000CT/ BLK 6 MIL NIT	738.19
					Total :	738.19
196123	3/27/2024	0000940 UNIVAR USA, INC	51923324		UNV FLOCCULANT 3022A	15,775.35
					Total :	15,775.35
196124	3/27/2024	0000926 USABLUBOOK	INV00282978 INV00285700 INV00287938 INV00289900 SCN048488		PVC BALL VALVE 1" SOC/THRD VITON SPADNS 2 ARESENIC /MAGNETOMATIC RAINSUITS PVC/POLY SL & 2XL YELLO' HACH DEIONIZED WATER TYPELL 4L MED DUTY 3PC RAINUIT XL (CREDIT I	304.25 285.74 305.81 75.44 -66.17

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196124	3/27/2024	0000926 USABUEBOOK	(Continued) SCN048489		MED DUTY 3PC RAINUIT XL (CREDIT I	-60.60
					Total :	844.47
196125	3/27/2024	0011344 USIQ, INC.	26338697-1		LED TACTICAL WEAPON LIGHT/HOLOS	1,108.38
					Total :	1,108.38
196126	3/27/2024	0000934 UTILITIES UNDERGROUND LOCATION	4020201		EXCAVATION NOTIFICATIONS FOR THE	203.28
					Total :	203.28
196127	3/27/2024	0000937 VALLEY FREIGHTLINER, INC	PC302168255:01		SENDING UNIT FUEL GAUGE 75 GAL	100.12
					Total :	100.12
196128	3/27/2024	0001039 WESTERN TRUCK CENTER	026P53754 026P53756 026P54024		KIT BRAKE SERVICE (K097907BXW) CHAMBER BRAKE (5058753BXW) REMAN SHOE KIT (CREDIT RETURN -C	752.86 162.35 -226.63
					Total :	688.58
196129	3/27/2024	0001000 WHIDBEY AUTO PARTS, INC.	1557-541313 1557-541596 1557-541744 1557-541762 1557-541929 1557-542823		FUEL FILTER (STOCK) VIRTUAL KIT (P-02) CANISTER PURGE VALVE (P-13) NEW STARTER (G-01) RX SILICONE 26IN LED M/C LAMP	183.94 314.69 43.23 533.18 20.99 18.14
					Total :	1,114.17
196130	3/27/2024	0001017 WHIDBEY PRINTERS	52560 52564 52566		BUSINESS CARDS: SGT S JOHNSON BUSINESS CARDS: OFFICER J JONES BUSINESS CARDS: DETECTIVE A SCEL	71.94 119.90 59.95
					Total :	251.79
196131	3/27/2024	0001005 WHIDBEYHEALTH MEDICAL CENTER	WAS39172 WAS39394		INMATE SERVICES INMATE ER SERVICES	152.50 258.50
					Total :	411.00
196132	3/27/2024	0001037 WORK OUTFITTERS	62782		SAFETY SHOES & INSOLES: M GILBER	200.00
					Total :	200.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196133	3/27/2024	0000355	ZIPLY FIBER			
			360-675-1286		CURRENT PHONE CHARGES	79.83
			360-675-1669		CURRENT PHONE CHARGES	90.10
			360-675-3121		CURRENT PHONE CHARGES	77.34
			360-675-5190		CURRENT PHONE CHARGES	57.01
			360-679-2530		CURRENT PHONE CHARGES	96.53
Total :						400.81
94 Vouchers for bank code : bank						Bank total : 232,679.75
94 Vouchers in this report						Total vouchers : 232,679.75

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
116	3/26/2024	0000950 LICENSING, WASHINGTON STATE DEPT OF	03/26/24		CONCEALED PISTOL LICENSE	833.00	
Total :						833.00	
1 Vouchers for bank code :		bank				Bank total :	833.00
1 Vouchers in this report					Total vouchers :	833.00	

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
196039	3/27/2024	0000004 A+ AUTO GLASS & RADIATOR	63082		WINDSHIELD & INSTALL	1,069.05	
Total :						1,069.05	
1 Vouchers for bank code :		bank				Bank total :	1,069.05
1 Vouchers in this report					Total vouchers :	1,069.05	

Voucher List
City of Oak Harbor

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
115	2/28/2024	0000960 REVENUE, WASHINGTON STATE DEPT OF	1/31/2024		EXCISE TAX	12,508.75
					Total :	12,508.75
		1 Vouchers for bank code :	bank		Bank total :	12,508.75
		1 Vouchers in this report			Total vouchers :	12,508.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195968	3/19/2024	0000066 AWC EMPLOYEES BENEFITS TRUST	54672		APRIL 2024 PREMIUMS/LTD/EAP	4,344.23
					Total :	4,344.23
195969	3/22/2024	0000005 A-1 TOWING	78173		UNIT #7 TOW TO SHOP	75.00
					Total :	75.00
195970	3/22/2024	0000007 AA ELECTRIC	14906		CITY HALL POWER CHANGE & INVEST	1,907.50
			14907		CITY HALL POWER CHANGE & INVEST	340.90
					Total :	2,248.40
195971	3/22/2024	0005405 AGRICULTURE, UNITED STATES DEPT OF	3004866267		PERSONNEL COMPENSATION,PROGR,	224.48
					Total :	224.48
195972	3/22/2024	0010422 AIR SCIENCE	92529		PRE-FILTER FOR PARTICULATES	235.46
					Total :	235.46
195973	3/22/2024	0000424 ALL BATTERY SALES AND SERVICE	732106		2 31-MHD BATTERIES	280.68
					Total :	280.68
195974	3/22/2024	0009090 AMAZON CAPITAL SERVICES, INC	11DW-CXPL-NFTY		SHELF LINERS & FANS	755.81
			13PK-VTQY-1HHX		EYEWASH STATION	66.52
			13X4-Q97C-MMG9		USB BLUETOOTH ADAPTOR	16.34
			143D-3WN4-L9QH		MONITOR STAND	34.87
			16VQ-Q1MW-NWLN		DESK PAD CALENDARS	58.15
			17LV-NR1Y-NL6T		YARD TUFF MAT, SEED SPREADER	614.36
			17P1-W7TH-49NT		WOMENS POLO SHIRTS	147.96
			1DG6-GYV1-3NXV		4 HD WEBCAMS, EXTENTION CORD	214.68
			1GQF-J71R-NJYD		MISC. SPORTS SUPPLIES	251.15
			1K4X-4F74-CGPC		FOLDING WAGON, EXERSIZE MATS	963.90
			1M6L-PQ1W-NMNK		BOOKS, COAX CABLE	99.24
			1P3H-CHQ9-LPWP		PARTY SUPPLIES	524.94
			1QFN-73C7-ND9Y		BINDER DIVIDERS	23.26
			1QFN-73C7-NLHD		TRASH BAGS	22.14
			1QPC-HW9D-PPXF		NITRILE GLOVES	347.10
			1QPC-HW9D-Q9TY		LADIES PULLOVER REFUNDS	-59.30
			1RRP-WRWL-3K6F		WRESTLING SHOES REFUND	-62.09

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195974	3/22/2024	0009090 AMAZON CAPITAL SERVICES, INC	(Continued)			
			1RT6-3DL1-YVGJ		STORAGE SHED, T-BALL SUPPLY	531.15
			1T9C-6LH4-MJTL		COFFEE STIRRERS, ENVELOPES	17.78
			1TGP-RM6X-TXCJ		STYLUS PEN	27.98
			1TM7-N44T-NDNN		TOOL ORGANIZER SETS	224.15
			1VGK-1JJJ-YTPY		USB HEADSET	31.61
			1VP1-TGT3-L6CG		LABEL HOLDERS/SHELF TAGS	43.46
			1W1Q-C669-FKNW		9X12 COUNT BATTERY PACK	279.45
			1X9P-K9DW-1NPD		LADIES POLO SHIRT REFUND	-159.54
			1Y1J-6T4M-MM11		OTTERBOX IPHONE CASE	27.14
			1YLT-1KPL-P1QW		BATTERIES	10.89
					Total :	5,053.10
195975	3/22/2024	0005001 ARAMARK	6560314632		UNIFORM RENTAL	16.35
			6560322261		UNIFORM RENTAL	16.35
			6560328859		UNIFORM RENTAL	16.35
			6560335277		UNIFORM RENTAL	33.40
			6560335294		UNIFORM RENTAL	40.84
			6560335301		UNIFORM RENTAL	47.98
			6560335307		UNIFORM RENTAL	16.35
			6560335327		UNIFORM RENTAL	41.98
			6560335332		UNIFORM RENTAL	16.36
			6560335348		UNIFORM RENTAL	20.75
			6560335696		UNIFORM RENTAL	102.87
			6560336364		UNIFORM RENTAL	16.35
			6560338838		UNIFORM RENTAL	31.22
			6560338839		UNIFORM RENTAL	41.40
			6560338840		UNIFORM RENTAL	47.98
			6560338841		UNIFORM RENTAL	16.35
			6560338842		UNIFORM RENTAL	41.98
			6560338843		UNIFORM RENTAL	16.36
			6560338844		UNIFORM RENTAL	20.75
			6560338865		UNIFORM RENTAL	112.33
			6560343047		UNIFORM RENTAL	16.35
					Total :	730.65
195976	3/22/2024	0007839 ASHLEY'S DESIGN & LETTERMAN	102989		HAT/BEANIE EMBROIDERY	1,264.40

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195976	3/22/2024	0007839	0007839 ASHLEY'S DESIGN & LETTERMAN	(Continued)		Total : 1,264.40
195977	3/22/2024	0004019	ASSOCIATED PETROLEUM PRODUCTS		DIESEL & GAS CREDIT	-35,621.21
			22-623319Cx		GAS & DIESEL	34,098.17
			23-838491		GAS & DIESEL	5,669.22
			23-839576		DIESEL & GAS	9,009.61
			24-010328x		DIESEL & GAS	10,181.19
			24-019440x			Total : 23,336.98
195978	3/22/2024	0010881	ASTOUND BUSINESS SOLUTIONS		INTERNET	807.84
			128008701-0010682		INTERNET	807.84
			128947501-0010682			Total : 1,615.68
195979	3/22/2024	0000077	BARGE, JA		JAN-MARCH MEDICAL INSURANCE REI	524.10
			031024			Total : 524.10
195980	3/22/2024	0011081	BRAVO, CINDY		TRAVEL ADV - HEALTHY SUMMIT	115.00
			022324			Total : 115.00
195981	3/22/2024	0011207	CARDIO PARTNERS, INC.		ELECTRODE PADS X5	407.81
			INV3355980			Total : 407.81
195982	3/22/2024	0000150	CASCADE NATURAL GAS		NATURAL GAS - 865 SE BARRINGTON	615.61
			58793000009			Total : 615.61
195983	3/22/2024	0010690	CLEARSTAR, INC		C LAMAS BACKGROUND	23.81
			1491719			Total : 23.81
195984	3/22/2024	0000202	COREY OIL COMPANY		PROPANE 100 GAL	308.36
			142914			Total : 308.36
195985	3/22/2024	0000220	CUMMINS SALES AND SERVICE		INSITE PRO	839.30
			07-80076			Total : 839.30
195986	3/22/2024	0000247	DIAMOND SITE SERVICES		PORTABLES RENTAL	140.00
			1-617711-27		PORTABLES RENTAL	180.00
			1-635581-3		PORTABLES RENTAL	81.75
			1-636580			

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195986	3/22/2024	0000247 0000247 DIAMOND SITE SERVICES	(Continued)			Total : 401.75
195987	3/22/2024	0000028 DICOCHEA LLC, DBA ALL ISLAND LOCK & KE 32867			1 KEY FOR FILING CABINET	16.35
						Total : 16.35
195988	3/22/2024	0006724 DIEKMAN POLYGRAPH SERVICES	24-7 24-9		PRE-EMPLOYMENT POLYGRAPH PRE-EMPLOYMENT POLYGRAPH	275.00 275.00
						Total : 550.00
195989	3/22/2024	0007601 DUKICH, JUDY	03132024		REFUND TEA HOUSE DAY TRIP	115.00
						Total : 115.00
195990	3/22/2024	0000956 FINANCE OFFICERS, WASHINGTON ASSOCI. 2046			C BRAVO 2024 ANNUAL DUES	75.00
						Total : 75.00
195991	3/22/2024	0000326 FRONTIER BUILDING SUPPLY	1086872 1088869 1110249		2X4 10' CLEAR CEDAR 2X6 10' & 12' TREATED SHED 2-6 REPAIR	893.42 139.48 34.67
						Total : 1,067.57
195992	3/22/2024	0002747 GUARDIAN SECURITY	1454023 1456867 1456871 1456873		ALARM MONITORING - SR CENTER ALARM MONITORING - PD EVIDENCE F ALARM MONITORING - PD ALARM MONITORING - WWTREATMEN'	572.24 105.76 83.38 238.06
						Total : 999.44
195993	3/22/2024	0010984 GUY BROWN LLC	3561964268		BRANCH CASH FWD BAG (4QTY)	46.22
						Total : 46.22
195994	3/22/2024	0000382 HELTSLEY, RAY	030124		JAN-MARCH MEDICARE DEDUCTION R	524.10
						Total : 524.10
195995	3/22/2024	0000410 ISLAND COUNTY SOLID WASTE	10650		ACCOUNT#6016 TIPPING FEE	111,655.00
						Total : 111,655.00
195996	3/22/2024	0011340 JATHEON TECHNOLOGIES, INC.	INV-4087		MOBILE NETWORK ARCHIVER	27,455.00
						Total : 27,455.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195997	3/22/2024	0000454 JET CITY EQUIPMENT RENTAL	52133		DUMP - BRUSH & STUMP	32.64
			57773		DUMP - BRUSH & STUMP	32.64
			57782		DUMP - BRUSH & STUMP	32.64
			57787		DUMP - BRUSH & STUMP	32.64
			57796		DUMP - BRUSH & STUMP	32.64
			57820		DUMP - BRUSH & STUMP	32.64
			57824		DUMP - BRUSH & STUMP	32.64
			57829		DUMP - BRUSH & STUMP	32.64
			57831		DUMP - BRUSH & STUMP	32.64
			57835		DUMP - BRUSH & STUMP	32.64
			57842		DUMP - BRUSH & STUMP	32.64
			57870		DUMP - BRUSH & STUMP	32.64
			57928		DUMP - BRUSH & STUMP	51.68
			57930		DUMP - BRUSH & STUMP	48.96
			57931		DUMP - BRUSH & STUMP	40.26
			57937		DUMP - BRUSH & STUMP	38.62
			57938		DUMP - BRUSH & STUMP	114.78
			57944		DUMP - BIOSOLIDS	217.60
			57951		DUMP - BRUSH & STUMP	32.64
			57953		DUMP - BRUSH & STUMP	32.64
			57958		DUMP - BRUSH & STUMP	35.36
			58014		DUMP - BIOSOLIDS	217.60
			58021		DUMP - BRUSH & STUMP	32.64
			58022		DUMP - BRUSH & STUMP	104.45
			58032		DUMP - BRUSH & STUMP	32.64
			58046		DUMP - BRUSH & STUMP	32.64
			58059		DUMP - BRUSH & STUMP	53.31
			58060		DUMP - BRUSH & STUMP	32.64
58062		DUMP - BRUSH & STUMP	176.80			
58069		DUMP - BRUSH & STUMP	32.64			
58102		DUMP - BIOSOLIDS	217.60			
58103		DUMP - BRUSH & STUMP	32.64			
Total :						1,969.82
195998	3/22/2024	0009092 KELLEY CONNECT CO.	5329979		COPIER LEASE 020-009052-005	305.00
			5364015		COPIER LEASE 020-0090527-003	467.89
			5364016		COPIER LEASE 020-0090527-004	210.68

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195998	3/22/2024	0009092 KELLEY CONNECT CO.	(Continued)			
			5450931		COPIER LEASE 020-0090527-005	442.30
			5485160		COPIER LEASE 020-0090527-003	173.09
			5485161		COPIER LEASE 020-0090527-004	159.81
			5501875		COPIER LEASE 020-0090527-002	148.81
			5571555		COPIER LEASE 020-0090527-005	635.12
					Total :	2,542.70
195999	3/22/2024	0000889 LANGUAGE EXCHANGE	432250		ASL INTERPRETATION	980.00
					Total :	980.00
196000	3/22/2024	0005367 LIFESTYLES RECREATIONAL	72089130		INSPECTION, CLUTCH SVC, TIRE BAL,	3,225.40
					Total :	3,225.40
196001	3/22/2024	0011334 LNT HANDYMAN CONSTRUCTION LLC	604175463-001-002		REFUND: DUPLICATE BUSINESS LICEN	26.67
					Total :	26.67
196002	3/22/2024	0006072 MASTER'S TOUCH, LLC	90139		MAILING SERVICES FOR DOOR HANGE	370.16
			P90139		POSTAGE RECONCILIATION: PRESORT	259.58
					Total :	629.74
196003	3/22/2024	0000587 MOTOR TRUCKS, INC	12P44136		STUD WHL	172.39
			12P44832		CORE	-148.87
					Total :	23.52
196004	3/22/2024	0008460 MOUNTAIN MIST	005871338		COOLER RENTAL CR BROV0000000614	4.36
					Total :	4.36
196005	3/22/2024	0006602 MTS, INC	7464100		10 JACKETS IMPRINTED "POLICE"	408.76
			7474500		11 JACKETS IMPRINTED "POLICE"	452.26
					Total :	861.02
196006	3/22/2024	0000612 NELSON PETROLEUM	0856497-IN		DEF FLUID BULK	327.33
					Total :	327.33
196007	3/22/2024	0000672 OAK HARBOR ACE	359323		WINDEX COMMERCIAL 32OZ	11.97
			359402		PICTURE HANGING KIT ASST	18.52
			359459		CABLE W/PADLOCK 3/8X6	56.66

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196007	3/22/2024	0000672 OAK HARBOR ACE	(Continued)			
			359478		CLEANER PIPE - SOL 40 OZ	14.88
			359480		CABLE W/ PADLOCK 3/8X6	-29.42
			359619		MESH STRAIN 4-3/8" SS	10.01
			359648		TIEDOWN 10 BLK 500# 4PK	34.87
			359667		HAND HELD SPREADER ACE (PARKING	18.52
			359692		SPRAY ADHESV SUPER 77	55.56
			359696		RYL INT SAT UWB 1G /PAINT SUPPLIES	106.22
			359889		TOLIET SEAT EL PL WC WH	37.05
			360165		ACE BTR K9 TRAYSET 6PC	15.25
			360286		RESTROOM SIGN	1.53
			360398		HOSE NOZZL GUN HVYWT	21.79
			360412		UTILITY MAT 28X18" BRN	37.04
			360465		NUTS & BOLTS/ THREADLOCKER	12.55
			360486		SCREWS	6.54
			360535		PAINT TRY DEEP MTL 2 QT	50.96
			360598		HMMR DRL BT SDS/ DD SPADE BIT	57.25
			360604		MR CLEAN ERASER/SCOUR PAD HVY I	6.61
			360623		CAULKGUN RATCHET QT	27.88
			360629		3/16 FERRULE	10.33
					Total :	582.57
196008	3/22/2024	0003007 OFFICE DEPOT	348279825001		HP INK	115.80
			350623545001		BINDER CLIPS	17.23
			350626631001		PENS	14.16
			350626632001		PERMANENT MARKER	4.57
			350626632002		SCREEN CLEAN WIPES	22.53
					Total :	174.29
196009	3/22/2024	0000089 OWEN EQUIPMENT COMPANY	00114010		CONTROL MODULE	919.81
			00114045		CONTROL MODULE	1,263.03
					Total :	2,182.84
196010	3/22/2024	0000693 PACIFIC COAST CONGRESS HARBOR-	1114		CORPORATE MEMBERSHIP PUBLIC PC	365.00
					Total :	365.00
196011	3/22/2024	0000710 PLATT ELECTRIC SUPPLY, INC	4P19673		4 BOD BSL BATTERY	1,381.51

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196011	3/22/2024	0000710 PLATT ELECTRIC SUPPLY, INC	(Continued) SC80678		SERVICE CHARGE	46.94
					Total :	1,428.45
196012	3/22/2024	0001504 POCKET PRESS	136836		WA LAWS HANDBOOK, WA ANIMAL COI	579.21
					Total :	579.21
196013	3/22/2024	0000724 PONY MAILING & BUSINESS CENTER	379633		RON LAWLER SHIPMENT	89.15
					Total :	89.15
196014	3/22/2024	0002881 PUBLIC SAFETY TESTING	4271		POST COE PSYCH EVAL	1,440.00
					Total :	1,440.00
196015	3/22/2024	0000743 PUGET SOUND ENERGY	200013734963 300000010458 300000010516		ELECTRICITY/672 CHRISTIAN RD P ELECTRICITY/STREET LIGHTS ELECTRICITY/STREET LIGHTS	1,467.07 140.68 106.59
					Total :	1,714.34
196016	3/22/2024	0007944 RAMIREZ, JOSEPH	04142024		SCHWARZE SWEEPER TRAINING PER	299.00
					Total :	299.00
196017	3/22/2024	0011050 READINESS NETWORK INC.	2024-118		2-DAYS GREAT TO MAGNUS TRAINING	385.00
					Total :	385.00
196018	3/22/2024	0000660 SAAR'S OAK HARBOR MARKET PLACE	109882		GROCERIES	74.37
					Total :	74.37
196019	3/22/2024	0008963 SEMRAU ENGINEERING AND SURVEY	29231-20		CONSTRUCTION PLAN REVIEW	2,280.00
					Total :	2,280.00
196020	3/22/2024	0000964 SHERIFFS & POLICE CHIEFS, WASHINGTON	DUES 2024-00255		SLOWIK DUES 2024	245.00
					Total :	245.00
196021	3/22/2024	0000822 SHRED-IT USA, INC	8006120683		REGULAR SERVICE - POLICE DEPT	116.40
					Total :	116.40
196022	3/22/2024	0010732 SKAGIT REGIONAL HEALTH	600001785		PW DOT PHYSICAL - FAKKEMA	110.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196022	3/22/2024	0010732 0010732 SKAGIT REGIONAL HEALTH	(Continued)			Total : 110.00
196023	3/22/2024	0010371 SOUTH CORRECTIONAL ENTITY	7637		BOOKING FEE/GENERAL HOUSING JAI	18,675.45
					Total :	18,675.45
196024	3/22/2024	0003883 STAPLES BUSINESS ADVANTAGE	3556501171		SELF INKING STAMP	47.13
			3560266163		JACKET W/ NOTES	31.99
			3561097185		POST-ITS, CHAIR MAT	86.37
			3561097188		HP 80X BLACK TONER	154.16
			3561097190		HP 206X BLACK TONER	217.24
			3561097199		STORAGE BOXES, 12 POCKET FILE	65.51
					Total :	602.40
196025	3/22/2024	0009834 SUNBELT RENTALS, INC	150748244-0001		1000LB DSL TRACK MINI SKIDSTEER	424.80
					Total :	424.80
196026	3/22/2024	0000874 SURETY PEST CONTROL	243940054		PEST CONTROL - CITY HALL	86.10
			246550839		PEST CONTROL - MARINA	58.85
			246550843		PEST CONTROL - CITY BEACH SEWER	77.38
			246550845		PEST CONTROL - 1600 SW BEEKSMA	75.20
			246550884		PEST CONTROL - CITY HALL	95.91
			246552051		PEST CONTROL - 1375 CITY BEACH	74.11
			247795286		PEST CONTROL - CITY HALL	95.91
					Total :	563.46
196027	3/22/2024	0007736 SYSTEMS FOR PUBLIC SAFETY, INC	46037		SECTIONAL VIDEO CABLE 33'	132.95
					Total :	132.95
196028	3/22/2024	0000414 THE PERFECT FIT	31865		TAILORING SERVICES: JOHNSON PATC	141.70
					Total :	141.70
196029	3/22/2024	0011042 TOOLE DESIGN GROUP, LLC	SEA.00121_12		TASKS 1, 5, 6 PLAN & MGMT	18,855.15
					Total :	18,855.15
196030	3/22/2024	0011341 TRUDIGITAL	INV-664688		DIGITAL SIGN KIT/SERVICE	1,496.95
					Total :	1,496.95
196031	3/22/2024	0000940 UNIVAR USA, INC	51825498		CAUSTIC SODA 25%	6,129.16

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196031	3/22/2024	0000940 0000940 UNIVAR USA, INC	(Continued)			Total : 6,129.16
196032	3/22/2024	0000926 USABLUBOOK	INV00276169		REPLACEMENT SAMPLE CELLS HATCH	102.97
						Total : 102.97
196033	3/22/2024	0000934 UTILITIES UNDERGROUND LOCATION	4010201		EXCAVATION NOTIFICATIONS FOR THE	104.28
						Total : 104.28
196034	3/22/2024	0010989 VONHADEN, REBECCA	03112024		BACKFLOW ASSEMB. TEST	104.00
						Total : 104.00
196035	3/22/2024	0003067 WAIF	1422 additional 1428		CORRECTING INV LOWER THAN CONT FEBRUARY 2024 CITY CONTRACT W/ V	72.00 4,791.67
						Total : 4,863.67
196036	3/22/2024	0008461 WEBSTER, CHASTITY	03182024		SPRING 24 TUITION & BOOK REIMB	2,990.74
						Total : 2,990.74
196037	3/22/2024	0000995 WEST, GARY	030124 030424		JAN-MARCH PREMIUM REIMBURSEME EXPENSE VOUCHER: DENTAL EX FOR	524.10 383.60
						Total : 907.70
196038	3/22/2024	0006267 WESTERN REFUSE & RECYCLING	176066		JOYSTICK ASSEMBLY	642.97
						Total : 642.97
71 Vouchers for bank code : bank						Bank total : 264,543.01
71 Vouchers in this report						Total vouchers : 264,543.01

Voucher List
City of Oak Harbor

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195711	2/26/2024	0008737 NAVIA BENEFIT SOLUTIONS	002262024		NAVIA PROF SERV FEES - JANUAR	188.60
					Total :	188.60
195712	2/26/2024	0000066 AWC EMPLOYEES BENEFITS TRUST	53642		MARCH 2024 PREMIUMS/LTD/EAP	4,126.13
					Total :	4,126.13
195713	2/29/2024	0008737 NAVIA BENEFIT SOLUTIONS	02292024		NAVIA PROF SERV FEES - FEBRUA	200.00
					Total :	200.00
195923	3/15/2024	0009090 AMAZON CAPITAL SERVICES, INC	131P-1GQ7-MVWJ 13QV-1DKH-P3XN 16GX-YLGD-XYNL 1CP3-7H69-PMWG 1FJC-KTFQ-WWD3 1KT1-YHK3-W3KL 1MPT-QRFG-WW1F 1VCL-FKMX-WY7R		REFLECTIVE SAFETY JACKET 3V BATTERY CASE COVER FOR SURFACE PRO DRAIN VALVE CUBICLE HOOKS, EXPANDING FILE BACK SWIVEL OFFICE CHAIR VGA USB ADAPTOR; PERSONAL FI NITRILE VINYL GLOVES	427.43 51.85 27.24 40.86 42.66 246.72 1,067.23 15.08
					Total :	1,919.07
195924	3/15/2024	0000042 ANACORTES, CITY OF	900-9080-00		WATER CHARGES - FEBRUARY	198,230.00
					Total :	198,230.00
195925	3/15/2024	0011338 ARCHIBEQUE, ASLAH	021624		REFUND PASSPORT FEE	140.00
					Total :	140.00
195926	3/15/2024	0000055 ASSOCIATION OF WASHINGTON	122116		2024 AWC DRUG & ALCOHOL CONK	2,830.00
					Total :	2,830.00
195927	3/15/2024	0000668 AUTO VALUE	77-00159969 77-00160054 77-00160086		ENGINE OIL FILTER ENGINE OIL FILTER WASHER FLUID	76.07 19.51 52.19
					Total :	147.77
195928	3/15/2024	0011190 BARNARD, KRISTINE	021624		REFUND DAY TRIP - BOEING	220.00
					Total :	220.00
195929	3/15/2024	0011205 BECK, LINDEN	021624		REFUND DAY TRIP - BOEING	110.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195929	3/15/2024	0011205 0011205 BECK, LINDEN			(Continued)	Total : 110.00
195930	3/15/2024	0002126 BENJAMIN, CHRISTINA	021424 021524 021824		DELIVERING V DAY BOXES V DAY BOX SUPPLIES TRANSPORT & MEAL SEATTLE TR/	9.98 5.45 91.11 Total : 106.54
195931	3/15/2024	0003980 BHC CONSULTANTS	0019780		CLEAN WATER FACILITY NUTRIEN	9,547.50 Total : 9,547.50
195932	3/15/2024	0011147 BLEDSOE, HOWARD	021624		REFUND DAY TRIP - BOEING	220.00 Total : 220.00
195933	3/15/2024	0006215 CAROLLO	FB44553 FB46136		2023 CLEAN WATER FACILITY SRV/ 2023 CLEAN WATER FACILITY SER'	1,510.50 470.50 Total : 1,981.00
195934	3/15/2024	0007943 CAUFFMAN, GIDEON	031124		NWAC CONVENTION PARKING	63.00 Total : 63.00
195935	3/15/2024	0011285 DCG/WATERSHED, INC.	0052194		OH E. STORMWATER OUTFALL REI	1,981.79 Total : 1,981.79
195936	3/15/2024	0011323 DERRICO, JAVONTE	Ref000308169		UB Refund Cst #00184377	119.68 Total : 119.68
195937	3/15/2024	0010172 FERGUSON WATERWORKS	0026830		10X12 SS REP CLMP	525.03 Total : 525.03
195938	3/15/2024	0009419 FIERRO, RICHARD	Ref000308162		UB Refund Cst #00175714	1.36 Total : 1.36
195939	3/15/2024	0010887 FLOWER, KATHLEEN	021624		REFUND DAY TRIP - BOEING	110.00 Total : 110.00
195940	3/15/2024	0011317 FRAASCH, MICHAEL	Ref000308161		UB Refund Cst #00164467	192.66 Total : 192.66

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195941	3/15/2024	0000329 GALLS	026707839		BRASS NAMEPLATE	15.94
			026716208		RETURN PORT AUTH. LADIES	-115.06
			026716231		RETURN NYLA TWIST STRIPPING	-117.72
			026872678		PORT AUTHORITY LADIES	62.98
			026912251		CAT TOURNIQUET	1,784.33
			027011940		BOOTS	255.56
					Total :	1,886.03
195942	3/15/2024	0011322 GAUSTAD, CHRIS C	Ref000308168		UB Refund Cst #00183945	46.21
					Total :	46.21
195943	3/15/2024	0011320 GEORGE, APRIL	Ref000308166		UB Refund Cst #00182722	546.76
					Total :	546.76
195944	3/15/2024	0008851 GILBERT, MICHAEL	011324		BOOT ALLOWANCE	47.99
					Total :	47.99
195945	3/15/2024	0007998 GOOD TO GO	91757863		TOLLS	11.50
					Total :	11.50
195946	3/15/2024	0000323 HD FOWLER COMPANY	16598871		REGISTER REPLACE	249,853.83
					Total :	249,853.83
195947	3/15/2024	0006547 HISEY, DAVE	021624		REFUND DAY TRIP - BOEING	110.00
					Total :	110.00
195948	3/15/2024	0003095 HOME DEPOT CREDIT SERVICES	1513258		B DOCK WATER LINE PVC	35.77
			1611252		BOX FOR R81 EQUIPMENT	21.78
			2023126		RATCHETS	74.50
			24512		5 TIER HEAVY DUTY SHELF	574.40
			2610317		PVC CLEANER, PVC CEMENT	30.76
			2621210		CLEANING SUPPLIES	43.03
			2624709		BOLT CUTTERS	109.76
			3025203		PAINT	42.43
			3511361		ANCHOR SHACKLES	38.54
			3511396		TAPCON HEX HEAD	16.07
			3513057		HUMIDITY SENSING FAN SWITCH	64.70
			4011354		FORCIBLE ENTRY TRAINING SUPP	250.79

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195948	3/15/2024	0003095	HOME DEPOT CREDIT SERVICES			
			(Continued)			
			4022917		PAINT, BRUSH, MEASURING TAPE	169.02
			4023000		QTR ROUND, WOOD, SEALANT	102.79
			4023001		ACID, PUTTY KNIFE, SCRAPER	32.33
			4044894		CONSTRUCTION SUPPLY	19.27
			4135549		SCAFFOLD CASTOR WHEEL	160.09
			4511310		LRG ORGANIZER, WALL MOUNT HC	172.46
			4514682		HEDGE TRIM TOOL	216.91
			4514697		PRESSURE WASHER EXTENTION F	201.65
			4526160		DW MAXFIT, MAG BIT HOLDER	15.16
			4610126		HOSE MENDER, CLICK SEAL, STRA	38.05
			4621061		LIGHT FOR DORM 7	31.59
			5020015		RAPID SET MORTAR MIX, REBAR	240.20
			5020110		F 3 RAILING SUPPLY	15.02
			5023979		WOOD, HINGES	75.07
			5024018		ACRYLIC SHEET, PINE BOARDS	162.56
			5025004		ROUTER BIT SET, PVC CUTTER	69.67
			5025006		REPAIR SUPPLIES - WATERLOO	256.11
			5083355		RETURNED LARGE BAG	-38.14
			512522		PAINT SUPPLIES	74.47
			514214		PAINT	84.87
			525671		A&H POWDER OXI	35.39
			5524125		ORGANIZER & THREADLOCKER	49.51
			5525154		LARGE TOOL BAG	70.83
			5610023		GEAR TIE PROPACK	60.64
			5620928		WELLNESS ROOM WOOD	96.23
			5625504		12 GAL PRO DUTY TOTE	121.99
			563642		SHARK CARPET CLEANER	326.99
			6026039		MISC. CONSTRUCTION EQUIPMEN	50.85
			6084487		RETURNED JOIST TIE	-19.20
			6525086		TOOL BAG, PLIER, SCREWDRIVER	321.29
			7084414		RETURN HUMIDITY FAN MENS ROO	-32.35
			7511884		PUSHBROOMS, DUSTPAN	128.83
			7610742		MEN'S ROOM SUPPLIES	122.70
			7610751		HUMIDITY FAN MENS ROOM	32.35
			8023592		PAINT, WOOD	55.23
			8023620		LARGE ORGANIZER, PINE BOARD	122.39

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195948	3/15/2024	0003095 HOME DEPOT CREDIT SERVICES	(Continued)			
			8023646		WOOD, FINISH	35.72
			8083733		RETURN SANDING BELT	-9.23
			8512635		SANDING BELT	9.23
			8525784		PLANER KIT	247.94
			8620598		B DOCK SHUTOFF VALVE	36.37
			8901038		STEEL SPADE BIT SET	7.13
			9512567		ANG FINISH NAILER, NAILS	380.39
			9512580		POWER TOOL CORD	32.66
			9614312		MICROFIBER CLOTHS, SCREWS, C	177.70
			9625083		INSULATION ROLL	29.94
					Total :	5,893.20
195949	3/15/2024	0011321 JACKSON, KENNETH	Ref000308167		UB Refund Cst #00183758	185.00
					Total :	185.00
195950	3/15/2024	0011319 JUETTEN, PHILIP/MARY	Ref000308165		UB Refund Cst #00182057	211.28
					Total :	211.28
195951	3/15/2024	0000515 LOGGERS & CONTRACTORS, INC	82247		6 SHOVELS	253.61
					Total :	253.61
195952	3/15/2024	0011316 MADEIROS, DAVID	Ref000308160		UB Refund Cst #00125198	23.92
					Total :	23.92
195953	3/15/2024	0011336 MANNION, CHRIS	020224		REFUND KITCHEN DEPOSIT	75.00
					Total :	75.00
195954	3/15/2024	0000587 MOTOR TRUCKS, INC	12P44559 12P45187		RESISTOR CREDIT MEMO	473.38 -286.19
					Total :	187.19
195955	3/15/2024	0005163 MURCRAY, MICHAEL A	021524		REFUND SIZE DIFFERENCE V DAY	6.00
					Total :	6.00
195956	3/15/2024	0010991 NOREGON SYSTEMS, LLC	INV00222509		CAT 14 PIN CABLE	293.90
					Total :	293.90

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195957	3/15/2024	0000629 NORTH COAST ELECTRIC COMPANY	S013026506.001		CONTROLLOGIX 8 POINT	3,336.18
Total :						3,336.18
195958	3/15/2024	0000672 OAK HARBOR ACE	359358		1G BLANK COVER GRAY	6.08
			359395		FOAM SEALANT, DUCT TAPE	55.06
			359473		TUBE BRAID	186.18
			359492		HEAT CABLE	255.50
			359495		NIPPLE GALV	11.96
			359805		NUTS AND BOLTS	65.38
			359962		CASTER SWVL	43.98
			360172		MINWAX POLY SPRY	14.16
			360213		NUTS AND BOLTS, CONTRACTOR I	109.55
			360232		BRASS COUPLING SET	29.42
			360233		SPRING SNAP	46.40
			360433		PAINTERS TAPE, DUCT TAPE	95.01
			360492		NUTS AND BOLTS	45.29
			360528		MULTISCANNER	73.01
			360542		DECKSCREW	21.56
Total :						1,058.54
195959	3/15/2024	0011318 PIONEER WAY HOUSING LLLP	Ref000308164		UB Refund Cst #00177225	3,039.70
Total :						3,039.70
195960	3/15/2024	0000743 PUGET SOUND ENERGY	200000947859		ELECTRICITY/CITY SHOP	3,112.66
			200001884218		ELECTRICITY/1888 NE 5TH AVE PU	18.37
			200002036164		ELECTRICITY/30505 STATE RTE	102.13
			200002036719		ELECTRICITY/34777 STATE RTE	55.37
			200002037097		ELECTRICITY/2000 SW SENIC HEI	14.35
			200002037261		ELECTRICITY/1780 SW SPRINGFIEI	11.64
			200002037501		ELECTRICITY/3285 SW SENIC HEI	167.73
			200002170617		ELECTRICITY/552 NW CLIPPER DR	10.84
			200002511539		ELECTRICITY/2075 SW FORT NUGEN	11.91
			200003267636		ELECTRICITY/1000 SE IRELAND ST	17.99
			200003459654		ELECTRICITY/1957 FORT NUGENT	445.48
			200004342099		ELECTRICITY/650 NE 7TH AVE SEV	11.88
			200004562878		ELECTRICITY/800 SE MIDWAY BLVI	90.33
			200004856627		ELECTRICITY/1577 NW 8TH AVE	11.37

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195960	3/15/2024	0000743	PUGET SOUND ENERGY			
			(Continued)			
			200006103952		ELECTRICITY/5941 STATE ROUTE 2	10.21
			200007702943		ELECTRICITY/700 AV W & MIDWAY	121.83
			200007824192		ELECTRICITY/75 SE JEROME ST	125.64
			200008386993		ELECTRICITY/FABER ST & HARVES	10.83
			200008816189		ELECTRICITY/ANNEX	66.47
			200010322895		ELECTRICITY/2330 SW ROSARIO P	100.91
			200010499248		ELECTRICITY/1948 NW CROSBY AV	182.98
			200010499446		ELECTRICITY/1661 NE 16TH AVE S	23.54
			200010530240		ELECTRICITY/651 SE BAYSHORE D	80.46
			200010531172		ELECTRICITY/1300 NE BIG BERRY	10.83
			200010531354		ELECTRICITY/1500 S BEEKSMA DR	139.86
			200010531941		ELECTRICITY/800 SE DOCK ST	418.77
			200010699706		ELECTRICITY/1500 S BEEKSMA DR	118.63
			200011316839		ELECTRICITY/SR 20 & 650 AV W	418.43
			200011551930		ELECTRICITY/ADULT CARE CENTE	64.55
			200012220337		ELECTRICITY/128 E WHIDBEY AVE	10.21
			200012278087		ELECTRICITY/FIRE STATION	1,281.22
			200012838765		ELECTRICITY/1199 E PIONEER WA'	20.67
			200013370750		ELECTRICITY/MARINA	3,773.99
			200013734963		ELECTRICITY/672 CHRISTIAN RD P	1,405.42
			200013968405		ELECTRICITY/1540 SE PIONEER W.	167.81
			200014596478		ELECTRICITY/CITY HALL	1,168.96
			200015399153		ELECTRICITY/1678 SW 8TH AVE	11.37
			200015618321		ELECTRICITY/600 NE 7TH AVE	176.49
			200015685833		ELECTRICITY/287 SE CABOT DR S\	82.71
			200017255619		ELECTRICITY/690 SW HELLER ST V	902.35
			200017575347		ELECTRICITY/1367 NW CROSBY AV	80.20
			200017653656		ELECTRICITY/3300 OLD GOLDIE RI	96.37
			200017654415		ELECTRICITY/1000 SW THORNBER	327.13
			200017853025		ELECTRICITY/2081 NE 9TH AVE SW	11.36
			200017968427		ELECTRICITY/POLICE STATION	1,505.74
			200019043344		ELECTRICITY/90 SE PIONEER WAY	31.01
			200019500517		ELECTRICITY/1137 NW KATHLEEN	58.89
			200020179194		ELECTRICITY/626 CHRISTIAN RD	46.05
			200020235012		ELECTRICITY/SENIOR CENTER	1,543.67
			200022441113		ELECTRICITY/980 SW MCCROHAN	112.43

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195960	3/15/2024	0000743 PUGET SOUND ENERGY	(Continued)			
			200022988147		ELECTRICITY/TRAILER PK S END	35.06
			200023231067		ELECTRICITY/945 E WHIDBEY AVE	35.59
			200023360569		ELECTRICITY/700 NW HELLER ST 1	54.86
			200024715845		ELECTRICITY/1285 NE TAFTSON S	37.69
			200025075157		ELECTRICITY/33500 STATE RTE	159.35
			220002244337		ELECTRICITY/END OF GUN CLUB F	61.66
			220005593946		ELECTRICITY/1770 NE GOLDIE ST	15.01
			220007681624		ELECTRICITY/2900 N OAK HARBOF	14.21
			220010389959		ELECTRICITY/1375 SE CITY BEACH	36,997.39
			220015477015		ELECTRICITY/1090 SE PIONEER W.	162.05
			220019185945		ELECTRICITY/1501 S BEEKMSA DR	712.54
			220021979996		ELECTRICITY/32460 STATE ROUTE	20.42
			220031532249		ELECTRICITY/1370 SE DOCK ST	88.18
			220033300553		ELECTRICITY/1250 SW SWANTOWI	7.94
			300000005003		ELECTRICITY/PARKS	140.72
			300000007421		ELECTRICITY/STREET LIGHTS	7,917.28
			300000010409		ELECTRICITY/PARKS	63.12
					Total :	65,313.11
195961	3/15/2024	0010722 RAY, DEVRI	02022024		JANUARY FITNESS CLASSES	240.00
					Total :	240.00
195962	3/15/2024	0011339 SAVAGE, JENNIFER	011024		REFUND ART MEDIUMS CLASS	75.00
					Total :	75.00
195963	3/15/2024	0011337 SPIESS, SIMONE	021624		REFUND DAY TRIP - BOEING	110.00
					Total :	110.00
195964	3/15/2024	0010918 VETTESE, REBECCA J.	02022024		JANUARY FITNESS CLASSES	60.00
					Total :	60.00
195965	3/15/2024	0010989 VONHADEN, REBECCA	030824		CDL PHYSICAL	160.00
					Total :	160.00
195966	3/15/2024	0006151 WHIDBEY WEEKLY, LLC	17791		BUSINESS CARDS	57.23
					Total :	57.23

Bank code : bank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
195967	3/15/2024	0001391 WINDERMERE	Ref000308163		UB Refund Cst #00176612	234.21
Total :						234.21

48 Vouchers for bank code : bank

Bank total : 556,275.52

48 Vouchers in this report

Total vouchers : 556,275.52

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114	3/18/2024	0004903 US BANK	4485-5900-0413-7044		CREDIT CARD PURCHASES	169.00
			4485-5900-0413-7259		CREDIT CARD PURCHASES	2,739.72
			4485-5900-0563-8313		CREDIT CARD PURCHASES	80.87
			4485-5900-0585-9109		CREDIT CARD PURCHASES	1,133.83
			4485-5900-0643-2872		CREDIT CARD PURCHASES	1,266.25
			4485-5900-0649-9442		CREDIT CARD PURCHASES	2,975.48
			4485-5900-0696-1656		CREDIT CARD PURCHASES	172.32
			4485-5900-0707-3642		CREDIT CARD PURCHASES	452.75
			4485-5900-0717-7294		CREDIT CARD PURCHASES	1,067.40
			4485-5900-0739-4204		CREDIT CARD PURCHASES	1,740.94
			4485-5900-0763-7677		CREDIT CARD PURCHASES	1,542.00
			4485-5900-0771-9673		CREDIT CARD PURCHASES	244.03
			4485-5910-0229-8200		CREDIT CARD PURCHASES	4,602.20
			4485-5910-0229-9422		CREDIT CARD PURCHASES	150.00
			4485-5910-0233-8592		CREDIT CARD PURCHASES	2,089.93
			4485-5910-0288-6129		CREDIT CARD PURCHASES	1,940.00
			4485-5910-0311-4141		CREDIT CARD PURCHASES	5,034.05

Total : 27,400.77

1 Vouchers for bank code : bank

Bank total : 27,400.77

1 Vouchers in this report

Total vouchers : 27,400.77

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 4.c.
Date: April 2, 2024
Subject: International Association of
Firefighters (IAFF) Collective
Bargaining Agreement (CBA)
for the Oak Harbor Fire
Department

FROM: Emma House, Human Resources Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Authorize the Mayor to sign the labor agreement by and between the City of Oak Harbor and the International Association of Firefighters (IAFF) Union, Local 4504 (Fire Department).

BACKGROUND / SUMMARY INFORMATION

The City of Oak Harbor Mayor's Administration, the International Association of Firefighters (IAFF), Local 4504, tentatively agreed to a two (2) year collective bargaining agreement with a three percent (3%) cost of living adjustment for 2024 and a two and a half percent (2.5%) cost of living adjustment for 2025 and a two percent (2%) market adjustment for 2024.

This agreement covers the years of 2024 through 2025 to December 31, 2025. This agreement is considered tentative until approved by City Council.

The cost of living adjustments for the years of the agreement are as follows:

- 2024 = 3% cost of living adjustment
- 2025 = 2.5% cost of living adjustment

The market adjustment increases for the years of the agreement are as follows:

- 2024 = 2% market adjustment

The significant contract items negotiated are as follows:

- Health benefit premium cost share was adjusted from 80% City and 20% employee to 90% City and 10% employee.

Contract items changed or amended for clarification with no significant impact are as follows:

1. Article 1 Recognition, updated for clarification.
2. Article 2 Union Membership, added section 2.1.1.
3. Article 3 Union Business, added section 3.2.
4. Article 6 Salary and Wages, updated as noted above for cost of living and market adjustments, updated step increase timing.
5. Article 7 Probation, updated probation period definition.
6. Article 8 Working Out of Classification, updated due to past grievances.
7. Article 9 Hours of Duty, updated to reflect 24-hour shifts and 48/96 schedule.
8. Article 10 Overtime and Call Back, updated to reflect 24-hour shifts and 48/96 schedule.
9. Article 11 Vacation and Leave, removed 12-hour shift accrual, defined annual vacation picks, clarified termination payment, updated transfer of work shift accrual adjustment, and added vacation buyout deposit into deferred compensation plan (DCP).
10. Article 12 Sick Leave, removed 12-hour employee accrual, updated transfer of work shift accrual adjustment, and clarified cash out of sick leave.
11. Article 13 Light or Modified Duty, updated definition and description.
12. Article 14 Compensatory Time, decreased maximum accrual from 160 hours to 96 hours, updated when used, and added may deposit into a Deferred Compensation Plan (DCP).
13. Article 15 Separation, added 15.2.
14. Article 16 Clothing and Equipment, updated personal protective equipment (PPE) and clothing.
15. Article 18 Shift Trade, updated definition and description.
16. Article 20 Insurance, section 20.3 adjusted the health insurance premium cost share and added reference to Health Reimbursement Arrangement/Voluntary Employees Beneficiary Association (HRA VEBA).
17. Article 21 Education/Training/Certification, removed 21.3 and added 21.4.
18. Article 28 Seniority, added 28.3.
19. Article 30 Promotions, created.
20. Article 31 Physical Fitness, updated.

LEGAL AUTHORITY

Pursuant to 41.56.100 RCW, authority and duty of employer to engage in collective bargaining limitations - mediation, grievance procedures upon failure to agree:

A public employer shall have the authority to engage in collective bargaining with the exclusive bargaining representative and no public employer shall refuse to engage in collective bargaining with the exclusive bargaining representative.

FISCAL IMPACT

Refer to attached "OH Firefighters Local 4504 IAFF Costing 2024-2025" for estimated costs.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

During City Council meeting on April 5, 2022, Council approved the expired collective bargaining agreement. The current collective bargaining agreement covered years 2022 through 2023.

ATTACHMENTS

1. [DRAFT OH Firefighters Local 4504 IAFF Labor Agreement 01.01.2024-12.31.2025](#)
2. [FINAL OH Firefighters Local 4504 IAFF Labor Agreement 01.01.2024-12.31.2025](#)
3. [OH Firefighters Local 4504 IAFF Costing 2024-2025](#)
4. [HR Presentation IAFF Agreement](#)

LABOR AGREEMENT

BY AND BETWEEN

CITY OF OAK HARBOR

AND

***OAK HARBOR FIREFIGHTERS
LOCAL 4504***

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)

January 1, 202~~4~~² through December 31, 202~~5~~³



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Article 1 - Recognition

- 1.1 The City hereby recognizes that the Union is the sole and exclusive bargaining representative of all regular full-time uniformed personnel as defined in RCW 41.56.~~030 (14)~~ PERC has specified a unit for this bargaining unit, which is defined as:"
- “Any person who is serving on a full time, fully compensated basis as a member of a fire department of an employer and who is serving in a position which requires passing a civil service examination for firefighter, and who is actively employed as such; anyone who is actively employed as a full-time firefighter where the fire department does not have a civil service examination; supervisory firefighter personnel.” RCW 41.26.030 ~~(16 & 17)~~
- 1.2 This unit covers all firefighters, lieutenants, and captains in the Oak Harbor Fire Department.
- 1.3 The Parties recognize the City has adopted City Code Chapter 2.34 PERSONNEL (<http://www.codepublishing.com/WA/OakHarbor/>) and its subsections along with an Employee Policy Manual (EPM) adopted in 2012 providing for the general terms and conditions of employment (collectively City Policy). City Policy is included in this Agreement by this reference. Where this Agreement addresses a topic or provision also contained in City Policy this Agreement shall prevail ~~as to any conflicting provisions~~. This Agreement shall supplement City Policy where a term is provided for in this Agreement on a like subject matter but is not in conflict or contained in City Policy.
- 1.4 In the event the Employer ~~shall~~ desires to modify City Policy or adopt new ~~p~~Policies applicable to Bargaining Unit employees where such modification or adoption shall, ~~pursuant to RCW 41.56~~, require the Employer to bargain regarding such modification or adoption, the Employer shall give not less than thirty (30) days’ notice to the Union ~~and upon request satisfy the Employer’s duty as required by RCW 41.56 prior to such modification or adoption being applied to bargaining unit employees.~~

Article 2 - Union Membership

- ~~2.1~~ 2.1 —Dues – The Union will notify the City of its initiation fees and dues.- The City will deduct such initiation fees and ~~Union~~ dues from the wages of the employees who have authorized such deductions in writing.- The City will forward the deducted fees and dues to the Union each pay period to the name and address ~~and name~~ provided by the Union (RCW 41.56.110).

2.1.1 For example: initiation fee in the amount of \$10.00 and the monthly union dues thereafter shall be calculated at -1.5% of the Employee’s highest wage step on the firefighter’s current wage scale and shall be automatically deducted from the Employee’s pay on a-pay period (PPD) basis or two times (2x) a month.

$$\text{Union Dues/PPD} = \frac{\text{monthly salary} \times 1.5\%}{2 \text{ PPD}}$$

- 2.2 Revocation – An employee may revoke ~~theirhis or her~~ authorization ~~offer~~ payroll deduction of union dues payments to the Union by written notice to the Union Employer. Every effort *City of Oak Harbor and IAFF Local 4504, representing Fire Department employees effective 1/1/2024 through 12/31/2025*

will be made to end the deduction effective on the first payroll but not later than the second payroll, after the City's receipt of the employee's written notice.

- 2.3 ~~Employer Safeguarding Indemnification~~ - The Union shall indemnify and defend the City and hold it harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purposes of complying with the provisions of this Article. - The City will promptly notify the Union of any claim, demand, lawsuit or other form of liability asserted against it relating to this Article.

Article 3 - Union Business

- 3.1 Grievance Committee - One member designated by the Union shall be granted leave from duty with full pay and benefits for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty. -The designee shall remain available to respond to emergency calls based upon the City's staffing needs.

Upon notification to the Fire Chief, the Union and its representatives shall be allowed permission to meet at ~~an~~the Oak Harbor Fire Station, during pre-arranged "non-structured" time, with employees covered by this Agreement to investigate possible grievances and ascertain that this agreement is being adhered to. -Such permission is conditional on no disruption of Department business activities, normal work duties, and adherence to~~the~~ safety standards. -In the event that a meeting was interrupted due to emergency activities, the meeting shall be continued to a time mutually agreed upon between the Union and the Fire Chief or their~~his/her~~ designee.

- 3.2 Negotiations - Provided the needs of the City can be met without loss of services or any other additional cost to the City, Bargaining Unit Employees shall be granted "release time" to meet as a committee with City Representatives to conduct Collective Bargaining at scheduled negotiation meetings. The Union Bargaining Committee shall not exceed three (3) members on release time at any one time.

- 3.3~~2~~ ~~Bulletin Board~~~~Other Union Business~~ - The City shall provide a bulletin board, prominently placed~~located conspicuously~~ at each fire station, for the posting of notices relating to local Union business and ~~local Union~~ activities, which are approved by the Union President or designee.

Article 4 - Management Rights

- 4.1 Any and all rights concerned with the management and operations of the Department are vested exclusively in the City unless otherwise provided for by the terms of this Agreement. The City has the authority to adopt reasonable rules for the operation of the Department and the conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement. The City has the right to (among other actions) discipline or discharge employees for just cause, to lay off employees due to financial reasons or other legitimate business reasons; to transfer and promote employees; to assign work and determine duties of employees consistent with the traditional duties of Firefighters; to schedule hours of work; to determine the number of personnel to be assigned to duty at any one time; to establish reasonable performance and productivity standards; to introduce and use new improved, or automated methods and equipment; to build, move, or modify its facilities; to take action on

any matter in the event of an emergency; and to perform all other functions not expressly limited by this Agreement.

- 4.2 The Employer reserves the right to contract out for goods and services, provided that contracting out does not displace any bargaining unit members.- In the event of the ~~Employer's~~ Employer's business or budgetary necessity results in a reduction or elimination of Fire service operations, the Employer and the Union shall negotiate the effects of such changes.

Article 5 - Prevailing Rights

- 5.1 The Union and Employer agree that the "wages, hours and working conditions" in effect at the time of signature of this Agreement and which are not addressed in this Agreement nor waived in the Management Rights clause herein will remain in effect unless the Employer wishes to change a mandatory subject of bargaining not addressed or waived.- If so, the Employer agrees to bargain regarding such changes not addressed or waived pursuant to its obligation under Chapter 41.56 RCW.

Article 6 - Salary and Wages

~~6.1~~ Pay Period (Semi-Monthly) – Wages shall be payable two (2) times a month, the regular pay periods are for the City of Oak Harbor (the 1st to the 15th and the 16th to the last dDay of theevery calendar month).

~~6.1.1.~~ Pay dates that fall on a weekend or holiday will be paid on the day before the weekend or holiday.

~~Pay Period – Wages shall be payable twice monthly.~~

~~6.2~~ Step Increases – There shall be twelve (12) months of service between each one (1) year annual step increase.

~~6.1~~ ~~6.2~~ Monthly Salaries - Effective January 1, 2024, the base monthly wages shall be increased by ~~three~~ two percent (~~3~~ 2%) cost of living adjustment and ~~two~~ one percent (~~2~~ 1%) market adjustment. ~~All employees covered by this agreement Agreement shall be placed in the recalibrated wage matrix at their current range and step that provides an increase in pay pay increase.~~

~~6.3~~

All adjustments for this contract period are reflected in the below tables:

Firefighter/EMT

1	2	3	4	5	6
\$6,186	\$6,469	\$6,765	\$7,073	\$7,396	\$7,729
<u>6,563.1</u>	<u>\$6,996</u>	<u>\$7,316</u>	<u>7,503.5</u>	<u>\$7,999</u>	<u>\$8,359</u>
<u>6</u>	<u>6,862.8</u>	<u>7,177.0</u>	<u>5</u>	<u>7,846.5</u>	<u>8,199.8</u>

<u>\$6,691</u>	<u>9</u>	<u>4</u>	<u>\$7,649</u>	<u>4</u>	<u>3</u>
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There shall be six (6) months of service between steps 1 and 2, thereafter there shall be one (1) year between each step.

Lieutenant

1	2	3
<u>\$8,019</u>	<u>\$8,380</u>	<u>\$8,757</u>
<u>\$8,672</u> <u>8,506.77</u>	<u>\$9,063</u> <u>8,889.93</u>	<u>\$9,609</u> <u>9,425.53</u>

Shift Captain or Support Services- Captain

1	2	3
<u>\$8,264</u>	<u>\$8,641</u>	<u>\$9,030</u>
<u>\$8,938</u> <u>8,767.36</u>	<u>\$9,345</u> <u>9,167.00</u>	<u>\$9,766</u> <u>9,580.03</u>

6.26.4 The employee's hourly rate shall be calculated by dividing the eEmployee's annual salary by the number of hours in the employees assigned annual work schedule. (For example, the employee's hourly rate on a 40-hour work week would be derived by taking the employee's annual salary and dividing that by (40 x 52) hours.) ~~The salaries reflected on the schedule include a component intended to compensate for all incentive type payouts.~~

6.53 On January 1, ~~of 2023~~2025, the wage rates ~~contained~~ in this Article shall be increased by two ~~and a half~~ percent (2.5%) cost of living adjustment, ~~and one percent (1%) market~~ adjustment.

All adjustments for this contract period are reflected in the below tables:

Firefighter/EMT

1	2	3	4	5	6
<u>\$6,372</u>	<u>\$6,663</u>	<u>\$6,968</u>	<u>\$7,285</u>	<u>\$7,618</u>	<u>\$7,961</u>
<u>\$6,858</u>	<u>\$7,171</u>	<u>\$7,499</u>	<u>\$7,840</u>	<u>\$8,199</u>	<u>\$8,568</u>

There shall be six (6) months of service between steps 1 and 2, thereafter there shall be one (1) year between each step.

Lieutenant

1	2	3
<u>8,592.66</u>	<u>8,979.69</u>	<u>9,520.70</u>

\$8,889	\$9,289	\$9,849
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~~Shift Captain or Support Services~~ **Captain**

1	2	3
8,855.88	9,259.56	9,676.76
\$9,161	\$9,579	\$10,010

Article 7 – Probation

- 7.1 Probation Period - New employees shall be subject to a twelve (12) month probation period ~~following successful completion of recruit training as determined by the Fire Chief or designee.~~ Said probation period may be extended one (1) time only for up to an additional six (6) months. ~~During this period, such employee shall be evaluated by the Employer and may be terminated at the sole discretion of the Employer.~~
- 7.2 Promoted employees shall serve a ~~probationary period of~~ twelve (12) month probation periods. If during that time the employee fails to perform the duties of the new position satisfactorily, ~~they~~ will be permitted to return to ~~their~~ previous position without loss of seniority. The Employer shall provide each probationary promoted employee with an objective written evaluation of his job performance and progress every ninety (90) days.

Article 8 – Working Out of Classification

8.1 An employee who performs the duties of a higher ranked position in an acting capacity shall be compensated paid a minimum for not less than of one (1) hour at the premium pay rate outlined below or for the time actually worked at the premium pay rate, whichever is greater. Working out of classification shall be offered only to personnel who meet all the requirements of the position they are being assigned to do the work.

- (1) Firefighter to Lieutenant – 5%
- (2) Lieutenant to Captain – 5%

8.2 An employee is considered working out of classification when,

- 8.2.1 A Lieutenant is performing the duty of a Captain due to the absence or unavailability of the Captain to perform the required duties of the position necessary to meet operational needs.
- 8.2.2 The Station's designated Senior Firefighter is performing the duty of a Lieutenant due to the absence or unavailability of the Lieutenant to perform the required duties of the position necessary to meet operational needs.

8.3 Seniority.

- (1) Seniority Status.

a. It is understood that a regular full-time employee shall have seniority over a part-time employee regardless of the part-time Employee's bargaining unit or departmental seniority.

Employees affected by a temporary reduction (layoff) of work hours may accept reduced work opportunity without loss of seniority status. Loss of seniority status shall occur only if an employee requests a change for personal reasons.

~~Seniority Delimited. An employee's bargaining unit seniority shall be adjusted by subtracting all non-work time, except that no adjustment shall be made for the following:~~

~~Scheduled days off, vacation, sick leave, holidays, jury duty, and funeral leave under the terms of this Agreement.~~

~~Time spent on an authorized leave of absence, which does not exceed thirty (30) calendar days.~~

~~Time spent on medical leave as defined in Section 12.4, "Duty Related Disability for LEOFF II."~~

~~b. Termination of Seniority. Seniority shall be terminated by discharge, resignation, layoff over one hundred and eighty (180) days, or failure to report to work within one (1) calendar week after receiving a certified recall letter.~~

8.4 The following criteria shall be used for assignments to act in the capacity of a higher ranked position:

8.4.1 Short-term vacancies (two (2) months or less) Department seniority will be used and must meet the qualifications of 8.5 below (for example, the designated Senior Firefighter on Shift will be assigned)

8.4.2 Long-term vacancies (more than two (2) months) Civil Service Rules shall apply to determine eligibility for such assignments.

8.5 Company Officer – acting in the capacity of a Lieutenant and is the designated Senior Firefighter of the Shift, and must have the required seniority and qualifications.

(1) IFSAC Fire Officer 1 Certification

(2) NFA Incident Safety Officer course

(3) NIMS/ICS 100, 200,

(4) NFA Course 0455, and NFA Course 0457

8.6 Command Officer (800) (Lieutenant as a Captain) – acting in the capacity of a Captain, the Lieutenant and is the designated Senior Firefighter of the Shift, and must have the required seniority and qualifications.

(1) At least three (3) years of career experience as a structural firefighter plus one year with Oak Harbor Fire Department (OHFD) or,

~~One (1) year career experience with the Oak Harbor Fire Department (OHFD), and~~

(2) Five (5) years of Paid-on-Call experience with the Oak Harbor Fire Department (OHFD)

or three (3) years career OHFD experience.

(3) IFSAC Fire Officer 2 certification

(4) NFA Incident Safety Officer Course

(5) NIMS/ICS 100, 200, 300, 400;

(6) NFA Course 0312, 0455, 0457

8.7 All employees who currently act in either or both of the above-named classifications but have not met all the required qualifications of the position by rank shall be required to meet all the requirements of this article by December 31, 2026 ~~within two (2) years of this contract's implementation.~~

8.8 Temporary Staffing – In the event of a vacant Firefighter position, the position may be temporarily staffed with Paid-on-Call (POC) personnel for a full rotation/tour of duty as outlined in Article 9.1 and Article 9.2.

8.8.1 POC personnel assigned to temporarily staff a vacant Firefighter position will be compensated at Step 1 of the current wage table~~Article 6.4 of the Firefighter position they are temporarily staffing.~~ Temporary staffing of POC in a vacant Firefighter position may be continued, one (1) full rotation/tour duty at a time, until the affected vacant Firefighter position is filled, not to exceed four (4) months.

8.9 Absence of a Captain, Lieutenant, and designated Senior Firefighter. In the event the Shift's Captain, Lieutenant, and designated Senior Firefighter is unavailable, or the designated Senior Firefighter is available but does not meet all the qualifying requirements to work out of class, then overtime will be utilized to get coverage for the Captain and Lieutenant position.

Article 9 – Hours of Duty

~~9.1 Day Shift – The normal working hours for employees assigned to the eighter (8) hour day shift shall be from 0800 to 1700, Monday through Friday, not to exceed (40) hours per work week, and not to include a one (1) hour lunch period. Employees covered under this section of the Agreement may work a flexible work schedule, with mutual agreement of the employee and the Chief.~~

9.1 Ten (10) Hour shift: – The normal working hours for employees assigned to the ten (10) hour day shift shall be from 0700 to 1700, Monday through Friday, not to exceed (40) hours per work week, and not to include a one (1) hour lunch period. Employees covered under this section of the Agreement may work a flexible work schedule, with mutual Agreement of the Employee and the Chief.

9.2 Twenty-four (24) hour shift (0700 to 0700) – The normal working hours for employees assigned to the twenty-four (24) hour shift shall be from 0700 to 0700.

9.2.1 48/96 Structured Work Schedule. Effective January 1st, 2024, the 48/96 structured work schedule is adopted. Employees shall work two consecutive 24-hour shifts on (48 hours) followed by four consecutive 24-hour days off (96 hours), being the ~~regularly~~ normally scheduled work hours. This 6-day rotation will happen four times in a 24-day Work Period, repeating, and makes the average calendar week come out to 56 hours. This work schedule makes the annual amount of hours come out to 2,912. These annual hours will be reduced by
City of Oak Harbor and IAFF Local 4504, representing Fire Department employees effective 1/1/2024 through 12/31/2025

360 hours due to 15 Kelly Days a year. This makes the annual scheduled working hours come out to 2,552 and the average calendar week come out to 49.07 hours.

9.2.2 The 6-day rotation is as follows: A, A, B, B, C, C.

a. —Employees assigned to the Fire Department's administrative, service or specialized functions may be subject to work schedules other than those which apply to firefighting company personnel, provided that the provisions of this and related sections of the Agreement shall apply except where otherwise agreed or stated.

b. —Notwithstanding any provision to the contrary as used in this and related sections, unless the context clearly requires otherwise, the terms below shall have the stated meaning:

~~— "Shift" shall mean a 24-hourⁱⁱ work schedule. Starts at 0700 and ends at 0700 the following day.~~

9.2.3 "Rotation" shall mean three (3) platoons working a regular work schedule equivalent to two (2) consecutive days of a 24-hour work shift schedule followed by four (4) consecutive days off. And repeated three (3) times in a work week.

9.2.4 "Full Rotation" shall mean the six (6) days it will take to complete a full rotation of a 48/96 structured work schedule consisting of three (3) separate platoons.

9.2.5 "Work Week" shall mean Monday to Sunday.

9.2.6 "Work Period"ⁱⁱⁱ shall mean the established and regularly recurring period of work of twenty-four (24) consecutive days as FLSA's §207(k) defined and does not coincide with any pay period, work schedule, or particular day off.

9.2.7 "Platoon" shall mean the three (3) existing subdivisions of regular firefighting Employees in each shift rotation. The three platoons are: "A" (or 1st) Platoon, "B" (or 2nd) Platoon, and "C" (or 3rd) Platoon.

~~— "Overtime"^{iv} Hours^v shall mean actual hours worked in excess of 182 FLSA maximum standard hours^{vi} in a work period. For employees working a regular 24-hour shift.~~

9.3 Structured Hours (0700—1700). —Shall be used for normal working operations, training, physical fitness, routine maintenance of equipment and apparatus, and routine cleaning.

9.3.1 0700 – 0900. Shall be utilized for the planning and communication of the Plan of the Day, daily apparatus checks, physical fitness, and hygiene time. The Shift Officer shall be allowed to adjust the physical fitness and hygiene time to a later time to meet operational needs.

9.3.2 Employees not performing any physical fitness of the activities covered in Article 9.3.1 (Structured Hours) shall be in full uniform.

9.4 Non-Structured Hours (1700—0700). —Shall be used for standby for incident response. Employees are not required to conduct training or conduct routine maintenance or cleaning during this time.

9.5 Kelly Day – DEFINITION. A continuous twenty-four (24) hour period starting at 0700 and ending at 0700 the following day.

9.6 Administration of Kelly Day: – Employees assigned to a regular work schedule of tTwenty-four (24) hour Sshifts shall be granted fifteen (15) Kelly Days per year. Kelly Days shall be scheduled to reduce the number of work hours per week and minimize the Department's overtime costs to the greatest extent possible. But not to reduce the staffing levels below the required minimum level.

- (1) Kelly days (24-hour periods) shall be scheduled "off" by the employees on a rotating schedule.
- (2) Employees select Kelly Days by rRank and Sseniority based on hire date with annual first-round vacation picks.
- (3) Kelly days shall be selected before January 1 of each year and by order of descending rank and then by seniority on each Shift. Employees may schedule up to 15 Kelly days.
- (4) Kelly Days shall not be rescheduled because of sickness or injury.
- (5) Kelly Days may be traded between employees within the same FLSA cycle provided that the trade meets all applicable shift trade criteria and does not have a monetary impact on the City.
- (6) The Chief or designee shall approve Kelly Days based on seniority.

9.7 Maximum Consecutive Hours of Work – employees are limited to working no more than seventy-two (72) consecutive hours within an eighty-four (84) hour period as a result of overtime, force hire, schedule, or trades. A mandatory minimum of twelve (12) consecutive hours off from all emergency response duties is required. However, management retains the ability to exceed this limit in emergent situations or to accommodate training that both the Employee and the Fire Chief agree can be conducted safely.

9.8 Sundays and City observed Holidays, as listed in Article 17 of this contract, shall be considered non-structured hours.

9.9 Notice of Shift Change - All Employees covered by this Agreement shall receive notice, when possible, fourteen (14) calendar days in advance of a change from one sShift to another; such notice shall be in writing. This time limit may be waived at the discretion of the Chief in the case of permanent appointments to a promotional position within the bargaining unit and necessary shift adjustments caused by such appointments.

9.10 Change in Work Schedule for Training: ——— – For –the purposes of training, an employee's work schedule may be changed, with fourteen (14) calendar days advance notice, in order to manage overtime costs and to take advantage of training programs.

~~Other Hours of Work. Other hours of work changes may be made by mutual Agreement between the Employee and the Employee's supervisor with the final approval of the Chief or the Chief's designee.~~

9.11 Holiday Shift Trade – In the event that a shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work on December 24th will trade days with the shift assigned to work on December 23rd. In the event that December 24th happens to be the start of a new FLSA cycle then the shift assigned to work on December 25th will trade days with the shift assigned to work on December 26th.

9.12 Right to Assign: – The Employer retains the right to assign any member of the Union to any of the above shifts set forth in Sections 9.1, 9.2, and Article 13.

9.13 The type of Shift shall determine the scheduling of employee days of work and days off.

9.29.14 Full-time employees will assist with Monday Night Paid-on-Call training from 1830 to 2100.

Article 10 - Overtime and Call Back

10.1 ~~10.1~~—Defined – Overtime shall be defined as any ~~time~~ hours or portions of hours worked beyond an employee outside of their regularly ~~normally~~ scheduled working hours set forth in Articles 9.1 and 9.2.

10.2 ~~10.2~~—Computation – Overtime shall be compensated at one ~~and a~~ one-half (1 ½) times the employee's ~~regular~~ hourly rate for the hours worked, rounded up to the nearest thirty minutes (Employee's Regular Rate) x (1.5) = (Overtime Rate Per Hour). This shall be established by taking the annual hours (2,552) and ~~calculated by~~ dividing it into the employee's annual salary and multiplying the rate by one-and-a-half (1 ½) ~~by the number of hours in the employees assigned annualized work schedule.~~

10.3 ~~10.3~~—Shift Extension – In the event that overtime is ~~the beginning of, or~~ the extension of an employee's shift, overtime shall be ~~paid in~~ computed to the next thirty (30) minute increments, rounded up to the nearest thirty (30) minutes. (e.g. 1-30 minutes = ½ an hour of overtime, 31-60 minutes = 1 hour of overtime).

10.4 ~~10.4~~—Prior to Beginning of Shift – Employees that respond to the station for an incident within one hour of their regularly scheduled shift shall be paid at the overtime rate until their scheduled shift begins. If the incident is between 1 and 30 minutes prior to the beginning of the shift, the employee shall be paid one (1) hour of overtime. ~~In the event overtime is not the extension of or the beginning of an employee's shift, a minimum of one (1) hour of overtime shall be paid to the employee when the employee is requested to return to duty or involved in activities as defined in section 10.5. After the one (1) hour, overtime shall be paid in increments as defined in section 10.3.~~

10.5 ~~10.5~~—Call-Back – In the event that overtime is not due to incident response prior to or as the extension of an employee's shift, ~~Shall be compensated at a~~ minimum of two (2) hours of overtime shall be paid to the employee for any event or meeting that an employee is required to come in for and elects to, or is required to attend. After the second hour, overtime shall be paid in accordance with Article 10.3.

~~10.5~~10.6 Overtime Due to Training – An employee shall be compensated a minimum of two (2) hours of ~~entitled to~~ overtime pay when off shift and required to attend a meeting or training. For training purposes, an employee shall be entitled to overtime if given less than fourteen (14) calendar days advance notice ~~for being required to attend any special training,~~

education, or certification. After the second hour, overtime shall be paid in accordance with Article 10.3as specified in Section 9.6.

10.7 Overtime Due to Manning – For staffing purposes, if minimum manning is not met and/or the Command Officer, Company Officer, and/or Driver positions are not staffed by career personnel, overtime shall be utilized in accordance with Article 8.9 by career personnel.

10.8 Call Response - Employees are authorized to respond to the station, when off duty, for the following types of incidents: requests for manpower, Residential Fire, Commercial Fire, CPR, MVA Major, and Medical Violent Active, including incidents that are initially dispatched as one type and then changed to one of the above-mentioned types. Automatic Fire Alarms are not considered to be fires upon dispatch. Employees who respond shall be compensated at the rate specified in Article 10.2, starting with one hour minimum and then the thirty (30) minute increments afterwards.

10.9 Employees on scheduled vacation leave that respond to an emergency incident or a call for manpower shall receive overtime pay in accordance with 10.8. The employee’s paid leave status shall stop when the incident is generated and shall resume when released from duty.

10.10 Emergency Relief – Should immediate relief be needed due to injury, personal emergency, or other similar emergency situation for an employee that is on duty, the Command Officer shall select the first person on the appropriate overtime list who would be immediately available. The immediately available person shall be assigned to work for the duration of the shortage or for the remainder of the shift if needed. ~~Overtime callback for night shift coverage – Minimum staffing for Night D-Shift will be determined by City administration (Mayor/Council) approved positions. POC personnel may request unfilled night shift position/s until noon each dDay Day for that night’s night's shift. After that time, Command will fill positions with career personnel. Career personnel of like positions (i.e. Firefighter / Firefighter, Officer / Officer) shall be contacted on a rotating basis.~~

Article 11 - Vacation and Leave

11.1 Accruals

11.1.1 ~~Ten (10) Hour Day shift employees:~~ Ten (10) hour shift employees shall receive vacation as noted in the table below:

Time Period	Regular Vacation	In lieu of holidays	Combined	Monthly Accrual	Maximum Accrual
0 - 5 Years (1st month through month 60)	96	N/A	96	8	192
6 - 10 years (month 61 through month 120)	120	N/A	120	10	240
11 - 15 years (month 121 through month 180)	160	N/A	160	13.33	320
16 - 20 years (month 181 through month 240)	180	N/A	180	15	360

21 - + years (month 241 and beyond)	200	N/A	200	16.66	400
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~~Twelve (12) Hour Shift employees (includes vacation in lieu of eleven (11) observed holidays and two (2) floating holidays for a total of thirteen (13) days):~~

<u>Time Period</u>	<u>Regular Vacation</u>	<u>In lieu of holidays</u>	<u>Combined</u>	<u>Monthly Accrual</u>	<u>Maximum Accrual</u>
<u>0—5 Years</u>	<u>103</u>	<u>117</u>	<u>220</u>	<u>18.333</u>	<u>206</u>
<u>6—10 years</u>	<u>130</u>	<u>117</u>	<u>247</u>	<u>20.583</u>	<u>260</u>
<u>11—15 years</u>	<u>173</u>	<u>117</u>	<u>290</u>	<u>24.167</u>	<u>346</u>
<u>16—20 years</u>	<u>195</u>	<u>117</u>	<u>312</u>	<u>26.000</u>	<u>390</u>
<u>21—+ years</u>	<u>216</u>	<u>117</u>	<u>333</u>	<u>27.750</u>	<u>432</u>

~~Calculation for 12-hour shift is nine (9) hours per holiday (117/9 = 13)~~

11.1.2 Twenty-four (24) hour shift employees ~~shall receive~~ receive additional vacation of one hundred fifty-six (156) hours in lieu of eleven (11) observed holidays and two (2) floating holidays for a total of thirteen (13) days):~~Time Period:~~

<u>Time Period</u>	<u>Regular Vacation</u>	<u>In lieu of holidays</u>	<u>Combined</u>	<u>Monthly Accrual</u>	<u>Maximum Accrual</u>
<u>0 - 5 Years</u>	<u>200</u>	<u>156</u>	<u>356</u>	<u>29.667</u>	<u>256</u>
<u>6 - 10 years</u>	<u>246</u>	<u>156</u>	<u>402</u>	<u>33.500</u>	<u>348</u>
<u>11 - 15 years</u>	<u>292</u>	<u>156</u>	<u>448</u>	<u>37.333</u>	<u>440</u>
<u>16 - 20 years</u>	<u>314</u>	<u>156</u>	<u>470</u>	<u>39.167</u>	<u>482</u>
<u>21 - + years</u>	<u>330</u>	<u>156</u>	<u>486</u>	<u>40.500</u>	<u>516</u>

~~Calculation for 24-hour shift is twelve (12) hours per holiday (156/12 = 13)~~

11.1.3 ~~11.1.1~~ Employees shall accrue 1/12th of their authorized vacation and holiday leave credit on the last pay period of each month. The payroll process will debit for the vacation leave used during each month during the last pay period of each month. (This is based on twenty-four (24) pay periods per year.)

11.1.4 ~~11.1.2~~ Vacation benefits shall be accrued from the date of hire and the rate change will be effective on the pay period of the employee's anniversary date, unless the anniversary date falls on the pay period, which shall then become the effective date.

An employee shall not be eligible to take paid vacation until ~~they~~ ~~he or she~~ ~~have~~s completed six (6) months of service.

11.2 ~~11.1.3~~ Vacation Utilization.

~~11.1.5~~ 11.2.1 If employees are not authorized to take vacation leave due to circumstances beyond their control, the Mayor or designee shall authorize the employee an additional 120 calendar days to use accrued vacation leave in excess of maximum accrual limits without loss of benefit.

~~11.1.6~~ 11.2.2 ~~11.1.4~~ Effective January 1, 2022, in lieu of observed holidays, floating holidays, and beginning with the recognition of Juneteenth in 2022, employees assigned to ~~twelve (12) hour shifts shall accrue nine (9) hours of leave per each observed holiday or floating holiday and employees assigned to~~ twenty-four (24) hour shifts shall accrue twelve (12) hours of leave per each observed or floating holiday.

11.2.3 ~~11.2~~ Leave Schedule - Employees shall schedule all annual vacation leave no later than January 1 of each year. The time which employees shall take their vacation shall be approved by the Fire Chief or ~~their~~ ~~his~~ designee with regard for the needs of the Fire Department.

(1) Annual Leave Picks will be done in two rounds, First and Second round. First round will consist of a maximum of six consecutive shifts being picked for any dates. After every employee of the shift picks their First round, Second round starts where every employee can again pick any date, as long as there are not any previous vacation picks already made on that date which would cause the department to be under minimum staffing. An employee may exhaust as much vacation as they want for Second round, as long as they have enough vacation hours upon arrival of the picked date.

(2) Conducting Annual Leave Picks - The order that First and Second round leave picks are conducted will be by seniority, as set forth by Article 28.

(3) All Annual Leave Picks shall be submitted to the shift Captain, to then submit up the chain of command no later than December 15th.

(4) In the event that an employee trades their designated permanent shift, the department shall honor the employee's Annual Leave Picks by adjusting their picked vacation, as long as there is no annual vacation already scheduled by other employees that would cause the department to go under minimum staffing for the desired dates.

(5) In the event that an employee is forced to change shifts, unless the forced change is due to a promotion, the employee's annual vacation shall be honored and dates will be adjusted so that the employee will not lose their planned time off. Overtime will be used to maintain minimum staffing and required positions.

~~11.1.7~~ 11.2.4 ~~12.2.1~~ Annual vacation leave may be changed after all leave is scheduled with Agreement by both the employee and the Chief.

~~11.1.8~~~~11.2.5~~ ~~11.3~~—Termination Payment - If permitted by State law, an employee’s accrued vacation will be paid in one lump sum at the regular straight-time hourly rate of pay (not including incentives or premiums) upon termination of employment. Payment shall be at the affected employee’s current rate.

~~11.2.6~~ ~~11.4~~—Transfer of Work Shifts - If an employee is transferred from one shift to another, the vacation leave ~~balance~~~~bank~~ and accrual rate shall be adjusted to meet the new schedule, either increased or decreased based on the change in the average hourly work week. Computation of the vacation leave balance adjustment will be as follows: New monthly accrual amount from the appropriate vacation table will be divided by the old monthly accrual amount to determine the conversation ratio. The ratio shall then be multiplied by the vacation balance to determine the new balance amount.

~~11.2.7~~ Vacation Buyout – Employees with a current leave balance that exceeds one hundred sixty (160) hours, may elect to have a maximum of sixty (60) hours of their accrued vacation balance cashed out and deposited into a deferred compensation plan (DCP).

(1) For calendar year 2024, the employee must notify payroll in writing by June 20, 2024, for distribution during July 2024 payroll.

(+)(2) Effective January 1, 2025, the employee must notify payroll in writing by March 20th of each year for distribution during April payroll.

Article 12 - Sick Leave

12.1 ~~12.1~~—Non-duty Sick Leave for LEOFF II - All employees whose retirement benefits are provided by State law under LEOFF II shall receive non-duty sick leave for sickness and injuries that are non-duty related pursuant to applicable State Law.– Full-time employees shall accumulate sick leave at the rate listed below in Section 12.1.1.

12.1.1 First year bank	Annual	Monthly	Maximum accrual
10-hour Day Shift employee	96 hours	8	1440
12-hour employee	104 hours	8.66	1440
24-hour employee Employee	144 hours	-12	1440

12.2 Non-duty Sick Leave may be used for the following reasons.

12.2.1 Personal illness, injury, or incapacity of the employee to perform his/her duties.

12.2.1 Enforced quarantine of the employee by a public health official.

12.2.2 May be used for personal doctor or dental appointments, for an emergency, or as otherwise approved by the Chief.

~~12.3~~ ~~12.3~~—Leave shall be provided for qualifying conditions in accordance with Federal and State law. Incorporation, by reference, of the Employee Policy Manual into this ~~agreement~~ Agreement provides for permitted leaves including but not limited to: sick leave, family and medical, domestic violence/sexual assault, and other paid leaves.

~~12.4~~ Extended Leave – An extended period of leave the employee may convert to a standard 8-hour schedule.

~~12.5~~ ~~12.4~~—Duty Related Disability for LEOFF II employees qualifying for supplemental disability leave pursuant to RCW 41.04.500 - .550, shall be granted adequate on-duty injury sick leave to provide the full benefits provided by such RCW sections for up to six (6) months for each new and separate duty related disability.

~~12.6~~ Prolonged Illness or Injury. In cases of prolonged illness or injury of six (6) months, the Employee shall be placed on an inactive status and the employee’s position shall no longer be held open. A new employee may be hired to replace the disabled employee and the disabled employee shall be moved to the first position on the hire list and shall fill the first vacancy as long as the employee is 1) released as rehabilitated by the Department of Labor and Industries, 2) passes a departmental physical examination and 3) is certified to perform the essential functions of the job by a qualified physician.

~~12.7~~ Notification When Unable to Report.—An employee must notify the Command Officer as soon as possible prior to the beginning of a shift if they are not able to report for duty due to absence reasons listed in Section 12.2, 12.3, and 12.4 which may be a protected absence with confidential information.

~~12.8~~ ~~12.6~~—Verification—The employer may require that an employee produce a doctor’s verification of the employee’s need of absence from work as required by federal, state or local laws.

~~12.9~~ Transferring Vacation Leave—_____ Employees shall have the ability to transfer vacation leave from their accrued vacation to another employee’s sick ~~balance~~leave bank by the agreement of the City and both employees. ~~The level of sickness, injury, or other infirmity must be of a life-threatening nature, and t~~The donating employee must maintain a minimum of 48 hours of accrued vacation. -When a transfer occurs between two different shift types, a conversion shall be made to convert the number of hours to the same basis as the accrual rate of the receiving employee.

~~12.3~~—

~~12.10~~ Transfer of Work Shifts._____—If an employee is transferred permanently from one shift to another, the sick leave ~~balance~~bank and accrual rate shall be adjusted to meet the new schedule, either increased or decreased based on the change in the average hourly work week. Computation of the vacation leave balance adjustment will be as follows: New monthly accrual amount from the appropriate vacation table will be divided by the old monthly accrual amount to determine the conversation ratio. The ratio shall then be multiplied by the vacation balance to determine the new balance amount.

~~12.4~~~~12.11~~ ~~12.9~~—Cash out of sick leave—_____ Regular ~~—~~employees hired before October 20, 1998, who retire or voluntarily separate from the City shall receive payment of any accumulated sick leave at the regular straight-time hourly rate of pay (not including incentives or premiums), in accordance with the schedule outlined in the Employee Policy Manual (EPM) section 5.15, Oak Harbor Sick Leave. Any sick leave contributions will be deposited into the City of Oak Harbor Health Reimbursement Arrangement/Voluntary Employees’ Beneficiary Association (HRA VEBA) in accordance with the following schedule:

- After 5 years of service ---- 10% of accumulated sick leave
- After 10 years of service ---- 25 % of accumulated sick leave

After 15 years of service ---- 35% of accumulated sick leave
After 20 years of service ---- 45% of accumulated sick leave
After 25 years of service ---- 50% of accumulated sick leave
After 30 years of service ---- 60% of accumulated sick leave

12.12

~~12.10~~ Death – Upon death of any employee in active service within the ~~b~~Bargaining ~~u~~Unit, ~~the~~ ~~employee's~~his/her estate shall be paid any accrued, but unused, vacation and sick leave, if ~~_____~~ compensable under Section 12.119. An employee is deemed on active service for purpose of ~~_____~~ this Section if ~~the employee~~he/she on duty status ~~or on any type of leave status, or is on annual leave, sick leave, compassionate leave, jury duty or other leave for a period of time~~ not to exceed one ~~__~~(1) calendar year. Any such payment shall be made as a lump sum settlement for the number ~~_____~~ of hours accumulated.

Article 13 - Light or Modified Duty

~~13.1~~ ~~Employees~~Personnel who are injured or sick and therefore on leave ~~may be eligible to be approved _____ and assigned light or modified duty, for duty-related or non-duty-related reasons, may be assigned to light duty~~ if appropriate work is available, and both the Chief and ~~_____~~ the employee agree in writing to the assignment. Employees assigned to light ~~or modified _____~~ duty shall work their regular scheduled shifts ~~or may convert to a standard 8-hour schedule _____ until returning to full duty status. _____ unless otherwise agreed by both the Fire Chief and the _____ employee~~Employee.

Article 14 - Compensatory Time

14.1 ~~14.1~~—Employees entitled to overtime pay may request compensatory time off instead of cash payment. This request may be approved by the Chief ~~on a case-by-case basis~~ as not to compromise coverage or disrupt normal ~~Oak Harbor Fire Department~~ operations. If compensatory time is exercised, the employee is credited with one and one-half times the hours worked as overtime. The maximum accrual of compensatory time to be held at any time shall be ~~ninety-six 96+60~~ hours. After maximum accrual, overtime compensation shall be paid.

14.2 Employees must use compensatory time within the calendar year of the time it was authorized and earned. ~~Comp time must be used before vacation leave, sick leave, and leave without pay.~~ Compensatory time not used within the calendar year of the time it was authorized shall be paid to the employee ~~or an employee may choose to deposit the payable hours into a Deferred Compensation Plan (DCP).~~ Each department shall maintain records of overtime and compensatory time and ensure that the departmental budget is accurately reflecting such activity. A review should be conducted periodically as part of the City's budget process.

Article 15 — Separations

~~15.1~~ ~~15.1~~—~~Separated Employees~~ions - Only employees employed by the City on the effective date of this Agreement shall be compensated under the terms of this Agreement. Separated employees shall receive compensation in effect at the time of the employee's separation.

~~15.1~~15.2 ~~_____~~ Termination – Upon termination from all City employment, the employee shall be ~~paid a lump sum settlement at the regular straight-time hourly rate of pay (not including~~

incentives or premiums) for the number of days of annual leave accrued and not previously used, not to exceed the maximum accrual. The employee may choose to have the lump sum settlement deposited into a Deferred Compensation Plan (DCP).

Article 16 - Clothing and Equipment

Clothing - The department shall provide clothing in the form of uniforms and station wear as specified by Department Policy.- Items shall be replaced at no cost to the ~~employee~~Employee, subject to fair wear and tear.

16.1 ~~16.2~~—Cleaning Allowance - The department shall provide an allotment of twenty dollars (\$20) per month of active on-duty employment for routine cleaning of uniforms.

16.2 Personal Protective Clothing and Equipment (PPE) and Clothing — Personal protective equipment (PPE) and clothing-and-equipment shall be provided by the City and maintained by the City at no cost to the ~~employee~~Employee.- ~~All Articles of pPPE and protective clothing and equipment~~ shall be chosen as specified by the Department and ensured to be in compliance with all legal requirements and regulations in order to provide a safe working environment within industry expectations. Personnel will not provide their own personal protective equipment (PPE) without prior approval by the Chief or designee.

Article 17 – Holidays

17.1 ~~17.1~~—Day Shift Employees – For those employees scheduled to work the eight (8) hour or ten (10) hour day shift, the following eleven (11) holidays as described shall be recognized and observed:

New Year's Day	January 1st
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	4 th Friday in November
Christmas	December 25 th

17.1.1 Any holiday falling on Saturday will be celebrated on the preceding Friday.- Any holiday falling on Sunday will be celebrated on the following Monday.

- 17.1.2 ~~17.1.2~~ In addition to Section 17.1, eight (8) hour ~~and ten (10) hour~~ shift employees shall receive two (2) floating holiday shifts per year, at the employee's choice with approval of the Chief or designee. An employee shall not be eligible to the paid floating holiday until ~~they~~ ~~he or she~~ ~~has~~ ~~es~~ completed six (6) months of service.
- 17.2 Effective January 1, 2022, in lieu of observed holidays, floating holidays, and beginning with the recognition of Juneteenth in 2022, ~~employees assigned to twelve (12) hour shifts shall accrue nine (9) hours of leave per each observed or floating holiday and~~ employees assigned to twenty-four (24) hour shifts shall accrue twelve (12) hours of leave per each observed or floating holiday.

Article 18 – Shift Trade

- 18.1 Personnel shall have the option to trade ~~full shifts~~ or portions of shifts when it does not interfere with the operation of the ~~Fire Department~~. Shift trades are ~~an agreement between two employees of like rank and are done on a voluntary basis~~. Shift trades shall ~~not~~ result in ~~any~~ additional cost to the City ~~outside of a shift being extended due to overtime reasons such as an extension of the working employee's shift nor interfere with the operation of the Department as determined by the Fire Chief or designee~~. The City has an obligation to track shift trades that may result in pay differential issues and as required by the Fair Labor Standards Act (FLSA). Shift trades for the purposes of this Article shall not include any trades made pursuant to the Holiday Shift Trade in Section 9.3 Article 9 of the Agreement.

18.1.1 "Same Capacity" shall mean a qualified Employee (whether of the same or different rank) who is capable of performing the work of the person they are substituting for.

18.1.2 "Qualified Employee" when of a different rank, shall mean an Employee who has demonstrated, through training, experience or performance, the ability to assume substantially all of the significant duties and responsibilities of the position as determined by the Employer or its designated representative within the Fire Department. Employees that shift trade in positions of a different rank, shall meet the required qualifications as outlined in Article 8.5 and 8.6, and are only allowed to work one (1) rank above or below - i.e., designated senior firefighter to a Lieutenant as a Company Officer.

- 18.2 If within reason and time allowed Personnel must obtain prior written approval from the _____ duty command officer prior to trading shifts.
- 18.3 Probationary employees shall only be allowed to trade shifts with the express approval of the Chief, or designee.

Article 19 - Bereavement Leave

- 19.1 Upon notification to the Fire Chief or designee an employee shall be allowed time off from work on scheduled workdays because of death in the employee's immediate family. The employee will be paid for such time up to a maximum of three days for 24-hour shifts, ~~four days for 12-14 hour shift employees~~, and up to five days for 40-hour week employees. For the purpose of this section, immediate family is defined as: spouse, mother, father, sister, daughter, brother, son, mother-in-law, father-in-law, step-parent, step-child, grandparent, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any ~~other relative who is an actual~~ member of the employee's household. Depending upon staffing

levels, the Fire Chief or designee may approve the use of accumulated vacation and/or holiday leave to supplement the bereavement leave.

Article 20 – Insurance

- 20.1 The City will offer a health plan to employees in the bargaining unit.- The City shall pay 100% for the employee’s premium.
- 20.2 The City shall also provide employee dental insurance, long term disability and life insurance, at no cost to the employee. The employee will have the option to purchase additional life insurance at the employee’s cost.
- 20.3 The City shall pay ~~98~~0% of the dependent medical and dental coverage.
- 20.4 Deferred Compensation - The City shall maintain a City sponsored Deferred Compensation Plan.
- 20.5 The City reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance provided herein.- The City will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the City uses its efforts to minimize changes in incumbent insurance providers from one plan year to another.
- 20.6 The City agrees to enroll, effective on the first day of the month following the execution by both parties of this agreement, in the Medical Reimbursement plan (MERP) that is made available by the Washington State Council of Firefighters (WSCFF). Payment of the monthly premiums related to MERP shall be paid by the employee through payroll deduction the sum of \$75.00 per month. The City will contribute \$75.00 per month on behalf of each bargaining unit member.

20.7 HRA VEBA – City of Oak Harbor Health Reimbursement Arrangement/Voluntary Employees’ Beneficiary Association (HRA VEBA) in accordance with section 12.11 Cash out of Sick Leave.

Article 21 - Education/Training/Certification

- 21.1 Expenses of Special Training, ~~and~~ Education, and Certification - The expenses of special training, and education, and certification or recertifications required by the City shall be reimbursed by the City including Registration, transportation, Food, and lodging (per thresholds established by City Travel policy)

The employee ~~traveling~~driving to/from and time spent in attendance at such training and education will be compensated at the appropriate rate of pay, ~~(either straight time or overtime),~~ in accordance with the City Travel policy.

- 21.2 Educational Reimbursement – Employee are encouraged to read and refer to Incorporation, by reference, of the Employee Policy Manual into this agreement Agreement provides for permitted continuing education reimbursement guidelines.

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~~21.3 Required Certifications – Certifications may be required by the City. Lodging, travel expenses and tuition costs will shall be paid by the City, if applicable. Hours spent to complete City required certifications or re-certifications will be compensated at the appropriate rate of pay (either straight time or overtime).~~

21.34 Scheduling - The City retains the right to alter an employee’s work schedule and/or work location with fourteen (14) calendar days’ advance notice to manage the financial and operational impacts on the Fire Department (e.g. to avoid the necessity of having to pay overtime for the purposes of this Article).

21.4 Work Commitment – The City shall pay for all related costs and certification or license costs, for Employees to obtain a certification or license required to perform the essential functions of a position or for career advancement opportunities in the City of Oak Harbor Fire Department. Should an employee choose to separate from employment with the City before the third anniversary of the Employee’s start date from commencement of full-time service subsequent to completion of the period of attainment of the certification or license, the City will require prorated repayment of those funds, the proration would be calculated on a monthly basis (the number of months remaining in the thirty-six (36) month period).

21.5 Educational Incentive – The City recognizes the value of education and has a vested interest in an employee’s higher education goals needed to advance to the next level in their career. After successful completion of a twelve (12) month probation period, employees will be eligible for educational incentive pay. Employees must notify and provide proof of completion of degree requirements to Human Resources that they possess an Associate’s, Bachelor’s, or Master’s degree from an accredited college or university. Educational incentive pay shall be effective beginning with the next monthly payroll cycle following the eEmployee’s employee’s written notification and approval by Human Resources. The following will be the criteria for the incentive pay:

a. Associate’s degree shall receive an additional 2% of the individual’s _____ base rate of pay.

b. Bachelor’s of Arts or Sciences degree in Fire Science, Emergency Medical _____ Services, or Administration shall receive an additional _____ 4% of the individual’s _____ base rate of pay.

c. Master’s of Arts or Sciences degree in Fire Science, Emergency Medical _____ Services, Fire Command Administration, Public Safety, or Emergency _____ Management and _____ Planning and/or Administration shall receive an additional _____ 4% of the individual’s _____ base rate of pay.

21.5.1 Education incentive is limited to a maximum of one degree, regardless of the _____ number _____ of degrees earned, which should be the highest-level degree the employee has obtained that fits the criteria of Article 21.5.

Article 22 – Longevity

22.1 Longevity pay shall be administered, using the following scale, and is to be added to the employee's base monthly salary after ~~five (5) years of~~ accumulating ed full-time continuous service with the City at the following rate:

After five (5) years to ten (10) years – 2%

After ten (10) years to fifteen (15) years – 3%

After fifteen (15) years – 4%

22.2 Longevity pay adjustments shall become effective the first of the month, coinciding with or ~~next~~ following the employee's anniversary date of full-time employment.

Article 23 – Technology

23.1 In order to continuously upgrade technology resources and any evolution of those respective technologies, including devices carried and used by Employees to record data and to communicate, and to insure the City's commitment to internal mobility for employees, the City agrees to give advance notice to the Union when a major technology change is being considered.

23.2 In collaboration with the City, the Union may suggest alternative technology resources, may request to sit on design or implementation committee, and may request workers on labor-management implementation teams.

23.3 In-service training programs and courses at worksites will be offered during paid time. Employees are to receive training on the technology and how it may be used ~~for~~ lawfully purposes.

23.4 Employer provided electronic mobile devices must remain active during all work hours but may be turned off during lunches and breaks.

Article 24 - Off-Duty Employment

24.1 No employee shall utilize their employment or position with the Oak Harbor Fire Department or the City of Oak Harbor for personal financial gain.

Article 25 - Work Stoppage

25.1 ~~The Union agrees~~ there shall be no strikes, slowdowns, stoppage of work or any interference with the efficient management of the fire department, ~~during the term of this Agreement~~.

Article 26 - Drug and Alcohol Testing

26.1 General Rule: The Employer and Union jointly recognize the need for a drug and alcohol-free workplace and the appropriate use of drug and alcohol testing. - Employees shall be subject to substance screening when the facts, circumstances, physical evidence, physical symptoms or a pattern of performance or behavior cause management to reasonably conclude that an employee has reported to work or is working impaired.

26.2 The following testing mechanisms shall be used for drug and alcohol testing performed on members of the Union:

26.2.1 Screening Test.- Any screening test shall be performed for drug testing using the Immunoassay (IA) method and for alcohol using breathalyzer or blood test.

26.2.2 Positive Results.- Any positive results on the initial screening test shall be confirmed through the use of Gas Chromatography/Mass Spectrometry (GC/MS).

26.3 Drug Testing Procedures - The testing procedure shall be used whenever an employee is required to give a urine sample.

26.3.1 Listing of Drugs Taken.- Prior to testing, the employee will be requested to list all drugs currently being used by the employee on a form to be supplied by the testing facility.

26.3.2 Sampling. A urine sample will be taken of the employee. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.

26.3.3 Tests.- The sample will first be tested using the screening procedure set forth in Section 25.2.1.- If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section 25.2.2 will be employed.

26.3.4 Procedure After Positive Results.- If the confirmatory test is positive for the presence of an illegal drug, the employee will be notified of the positive result, and will be provided with copies of all documents pertinent to the test sent to or from the employer by the laboratory. The employee will then have the option of having the untested sample submitted to a NIDA Certified lab of the employee's own choosing, to be tested at the employee's cost. If the retest results in a negative, the employer will reimburse the employee for all costs. The employer and employee will be given a copy of the results.

26.3.5 Documentation. Each step in collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of evidence.

26.3.6 Right of Access. The employer and any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the equipment used in the testing process, the chain of custody of the specimen and the accuracy rate of the laboratory.

26.4 First Offense - Limitation or Action "First Offense". Any action taken by the employer for a "first offense" shall be rehabilitative in nature (i.e., counseling referral, treatment.), except when the employee is involved in criminal activity.

26.5 Second Offense - Second or more offenses by an employee shall be subject to disciplinary action, up to and including dismissal.

26.6 Informing Employees - All employees shall be fully informed of the Employer's drug and alcohol testing policy.- Employees will be provided with information concerning the impact *City of Oak Harbor and IAFF Local 4504, representing Fire Department employees effective 1/1/2024 through 12/31/2025*

of the use of alcohol and drugs on job performance.- In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.- All newly hired employees will be provided with this information on their initial date of hire.- No employee shall be tested before this information is provided to him/her.- Employees who voluntarily come forward and ask for assistance to deal with the drug or alcohol problem shall not be disciplined by the Employer for doing so.- No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs or alcohol after completing an appropriate program.

26.7 Employee Testing - Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse.- If, however, objective evidence exists establishing probable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in the Policy.

26.7.1 In the event an employee is involved in an accident with serious injury requiring off-site medical treatment, the employee may be ordered to submit to drug testing where surrounding circumstances provide an articulable suspicion that the employee is impaired.

26.7.2 "For Cause" (also known as "Reasonable Cause") is defined as work-related performance, behaviors and actions that a reasonable and prudent person would believe constitute a potential hazard, either to oneself or others which could indicate that an employee may be under the influence of an illegal drug, or may be abusing a prescription or over the counter (OTC) drug, or alcohol.

26.8 Sample Collection. May allow for testing by a lab that may not be SAMSHA certified but whose procedures substantially comply.

26.8.1 The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results.- The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA).- The laboratory chosen must be agreed to between the Union and the Employer.- The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyze unknown samples sent to an independent party.- The results of employee tests shall be made available to the Medical Review Physician.

26.8.2 Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration.- Recognized strict chain of custody procedures must be followed for all samples as set by NIDA.- The Union and the Employer agree that security of the biological urine and blood samples is absolutely necessary; therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

26.8.3 Blood or urine sample will be submitted as per NIDA Standards.- Employees have the right for Union or legal counsel representatives, whichever is more readily accessible, *City of Oak Harbor and IAFF Local 4504, representing Fire Department employees effective 1/1/2024 through 12/31/2025*

_____ to be present during the submission of the sample.- Employees shall not be witnessed while submitting a urine specimen.- Prior to submitting a urine or blood sample, the employee will be required to sign a consent and release form (as attached to this _____ Policy).

_____ 26.8.4 A portion of the original sample will be separated by the lab in all cases for an _____ independent analysis in the event of a positive test result.- All samples must be stored in a scientific acceptable preserved manner as established by NIDA.- All positive _____ confirmed samples and related paperwork must be retained by the laboratory for at least twelve (12) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer.- At the conclusion of this period, the _____ paperwork and specimen shall be destroyed.- Tests shall be conducted in a manner as _____ to ensure that an employee's legal drug use and diet does not affect the test results.

26.9 Drug Testing - The laboratory shall test for only the substances and within the limits as _____ follows for the initials and confirmation test as provided within NIDA standards.- The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution.- The following initial cutoff levels shall be used _____ when screening specimens to determine whether they are negative for drugs or classes of _____ drugs.

INITIAL TESTING

Cocaine metabolites	300 ng/ml
Opiate metabolites (1)	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

(1) If immunoassay is specific for free morphine, the initial test level is 25 ng/ml.

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file.- Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values:

CONFIRMATORY TESTING

Cocaine metabolites	150 ng/ml
<u>Opiates</u>	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
<u>Amphetamines</u>	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml
Benzoyllecgonine	

If confirmatory testing results are negative, all samples shall be destroyed and record of the testing expunged from the employee's file.

26.10 Alcohol Testing - Alcohol Consumption Disclosure - An employee who has consumed any alcoholic beverage and who is called in on off-duty time will advise his/her supervisor of that consumption.

26.11 Medical Review Officer - The Medical Review Officer (MRO) shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician with a knowledge of substance abuse disorders.- The MRO shall be familiar with the characteristics of test (sensitivity, specificity and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employee.

The role of the MRO will be to review and interpret the positive test results. He/she must examine the alternate medical explanations for any positive test results. This action shall include conducting a medical review with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The MRO must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

26.12 Laboratory Results - The laboratory will advise only the employee and the Medical Review Physician of the positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he has completed his view and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

26.13 Testing Program Costs - The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved with the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses including travel incurred involved in the testing procedure only, if outside normal shift schedule.

26.14 Union Held Harmless - This drug and alcohol testing program was initiated by the Employer. The Union and its members agree to the program. However, the Union shall be held harmless for the violation of any employee rights arising from the administration of the City's drug and alcohol testing program.

26.15 Changes in Testing Procedures - The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedures which provide more accurate testing.- In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements.- If the parties are unable to agree on the amendments they will be submitted to dispute resolution procedures as agreed upon in this contract.

26.16 No employee may refuse to take a drug or alcohol screen test when so ordered by a supervisor.- No employee may contaminate, tamper with or alter in any way a urine drug/alcohol screen specimen or provide false information when responding to required questions for a drug or alcohol screen test.

26.17 Consent Forms - Drug and Alcohol Testing Consent Form (which will apply to all testing but alcohol breath test).- A different form for breathalyzer testing will be provided by the Employer.

Article 27 - Military Leave

27.1 The City ~~shall agree to~~ pay military leave of up to twenty-one (21) days per year for military service pursuant to RCW 38.40.060.

Article 28 - Seniority~~Article~~

28.1 Seniority – An employee’s seniority shall be defined as that period from the employee’s most recent first day of uniformed full-time compensated work with the Oak Harbor Fire Department, regardless of time served at any fire station location.

28.2 Employees with the same date of hire shall be assigned a seniority order, based on the individual’s total score from the entire testing process of the Employer (i.e. Civil Service and the Department).- The higher the total score, the higher the seniority ranking.

28.3 It is understood that a regular full-time employee shall have seniority over a part-time employee regardless of the part-time employee's bargaining unit or departmental seniority.

28.4 A seniority list shall be maintained by the Employer and shall be brought up to date prior to January 31st of each year.- This list shall be forwarded to the ~~Secretary of the~~ Union President.- The list shall show date of hire and date promoted, if any.

28.~~5~~4 Seniority shall prevail in lay-offs for all employees who have completed their initial probationary period, provided the senior employee is capable of performing the duties of the less senior employee. No new employee shall be hired until the laid off employees have been given the opportunity to return to work.- Employees who are laid off shall be placed on a recall list for a period of three (3) years.- Employees, if recalled, shall be recalled in inverse order of their layoff.- Recalled employees returning from layoff in excess of one year will be subject to a physician’s examination, ~~and must demonstrate within (90) ninety days of their recall that they are able to meet the physical demands associated with the work to be performed.~~ Employees who are eligible for recall shall be given (30) thirty calendar days’ notice of recall sent by registered mail. The recalled employee must notify the City of their intention to return to work within fourteen (14) calendar days of their receipt of the recall notice. The City shall have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the departing employee. It shall be the obligation and responsibility of the employee who was laid off to keep the City informed of their latest mailing address.

28.~~6~~5 During the period that any employee is on an authorized leave of absence without pay, seniority shall accrue. If an employee is on layoff status, seniority shall not accrue. Upon returning to work after such leave or layoff, the employee shall be granted the level of seniority previously accrued.

Article 29 - Jury and Witness Duty

29.1 Jury Duty - Employees shall be granted up to four (4) weeks leave with full pay while required to perform jury duty. In order to receive such leave, employees must surrender to the City all compensation except reimbursement for meals and mileage connected with their jury duty. Employees released from jury duty or while waiting to be impaneled shall report

to the Chief or his designee for assignment. Any jury duty period beyond four (4) weeks shall be without pay.

- 29.2 Witness Duty - Employees shall be released from duty without loss of pay to appear and testify in court when the matter arose out of the good faith performance of the employee's official duties.

Article 30 – Promotions

- 30.1 Promotional Exams and Lists - All promotions within the bargaining unit shall be by competitive examination, impartial, and relate to those matters which test the candidate's ability to perform the tasks listed in the job description for the position.
- 30.2 In preparation of a promotional exam, the City shall inform the Union of the promotional process. A Union Executive Board representative or designee may, at their option, attend and participate in meetings, to discuss exam content, date, place, and time of exam; and details regarding how the exam(s) will be scored. Such representatives shall not participate in the examination. Announcements for promotional examinations and resource materials for the examinations shall be posted at each Fire Station fourteen (14) days preceding the examination. Applications received after the closing date will not be considered.
- 30.3 Applicants shall be notified of their rank following approval by the Civil Service Commission.

Article 310 - Physical Fitness

- 310.1 The City and the Union recognize the physical and mental health of bargaining unit employees is of vital importance in fulfilling the responsibilities of the job of Firefighter.
- 301.2 The City and the Union define and establish a Physical Fitness Wellness program for the members of the bargaining unit utilizing the guidelines established in the "Fire Service Joint Labor Management Wellness-Fitness Initiative" which is a partnership between the International Association of Firefighters and the International Association of Fire Chiefs.

The Wellness portion of the program contains an annual medical exam for which all testing, bloodwork, and imaging shall be pre-authorized by their insurance carrier before scheduling the exam. Any remaining costs not covered by insurance are covered by the City. The annual medical exam which will include at a minimum:

- A) Medical History Questionnaire
- B) Physical examination by a medical doctor
 - a. Vital signs
 - b. Head, eyes, ears, nose, throat
 - c. Neck
 - d. Cardiovascular
 - e. Pulmonary
 - f. Gastrointestinal
 - g. Genitourinary
 - h. Rectal
 - i. Lymph Nodes

- j. Neurological
- k. Musculoskeletal
- l. Skin
- m. Respirator screening

All information gathered as a result of the pre-screening and wellness testing process shall remain confidential between the medical or other service provider and the employee. All requests for medical history shall be in accordance with law. The physician shall be allowed to provide the City with information which relates to the employee's medical fitness for duty according to a mutually agreed upon standard set by the Union and the City.- The standard is set at 12+ METS (see form in Appendix A). This Physical Fitness Program shall be non-punitive.

The Physical Fitness portion of the program will include an annual fitness evaluation that measures at a minimum:

- A) Aerobic Capacity
- B) Muscular Strength
 - a. Grip Strength
 - b. Leg Strength
 - c. Arm Strength
- C) Muscular Endurance
- D) Flexibility

310.3 Employees will be allowed sixty (60) minutes per shift for physical fitness and up to fifteen (15) minutes to shower and change of clothes, provided said physical fitness conditioning periods shall not interfere with scheduled shift work such as drills, training, inspections or emergency responses.- Work-outs will be scheduled by the ~~shift officer~~ Lieutenants, subject to the approval of the Chief.- Employees not participating in scheduled physical fitness will use that time performing operational duties and projects.

Article 321 - Non-Discrimination

321.1 _____The Union and the City agree to provide equal opportunity as to the provisions of this _____ Agreement to all their members and employees.- Neither the City nor the Union shall _____ discriminate against any person on the basis of such person's race, sex, marital status, color, _____ creed or religion, national origin, age, veteran status, sexual orientation or the presence of _____ any sensory, mental or physical disability, unless based upon a bona fide occupational _____ qualification.- Wherever words denoting a specific gender are used in this Agreement, they _____ are intended and shall be construed so as to apply equally to either gender or any other status _____ protected by state or federal law.

Article 332 - Grievance Procedure

332.1 Purpose.- The purpose of this procedure is to provide a process for the prompt and fair resolution of grievances.- This procedure shall be the exclusive means of resolving grievances.- Nothing in this procedure shall preclude an employee or the Union from resolving disagreements informally; provided, that the resolution is consistent with the terms of this Agreement.

332.2 Definition of Grievances.- A grievance is a dispute between the Employer and the Union, on its own behalf or on behalf of an employee(s), over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.

332.3 Time Limits.

332.3.1 Time limits within the grievance procedure may be waived or extended by the mutual _____ agreement of both parties. If the Union, on behalf of the employee(s), fails to act or _____ respond within the specified time limits, the grievance will be considered waived. If _____ the Employer fails to respond within the specified time limits, the grievance will _____ proceed to the next step of the grievance procedure.

332.3.2 The day after the event, act or omission (or in the case of the initial submission of a _____ grievance at Step 1, the day after the employee(s) or Union knew or reasonably _____ should have known of an event, act or omission) shall be the first day of a timeline _____ under this Article. In the event that a time limit under this Article ends on a weekend _____ or holiday, the deadline will be extended automatically to the following Employer _____ business day.

332.3.3 Submissions will be considered timely under this Article if they are received by 5:00 _____ p.m. on the last day called for under an applicable time limit.

332.4 Submission of Grievances and Responses.

332.4.1 _____ All grievances and requests for arbitration must be submitted to the Employer's _____ Human Resources office, by hard copy or electronic mail. Employer responses will _____ be submitted to the Union's business office by hard copy or electronic mail, with _____ copies to the Union steward and grievant (if applicable).

332.4.2 _____ Employees who have not successfully completed their initial probationary period _____ shall not have the right to file grievances under this procedure involving dismissal or _____ demotion.

332.4.3 _____ Unless mutually agreed, grievances alleging multiple contract violations that do not _____ arise out of a nucleus of common facts must be submitted, and will be processed, _____ separately.

332.4.4 _____ Grievances shall include the following:

- a. the specific provision(s) of the Agreement allegedly violated, misinterpreted or misapplied.
- b. a statement of the facts upon which the grievance is based, including the date on which the alleged grievance occurred; and
- c. the remedy sought.

323.4.5 Unless mutually agreed, no new issues may be added to a grievance once it has been submitted at Step 1.

332.4.6 The Employer and the Union shall supply each other with requested information reasonably needed to facilitate the processing of the grievance.- Meetings to discuss any grievance shall be scheduled at mutually convenient times.

332.4.7 Process.

- a. Step 1.- The Union shall submit the grievance to the Department Head with a copy to Human Resources within ten (10) calendar days of the day the employee(s) or the Union knew or reasonably should have known of the event(s) giving rise to the grievance.- The Department Head will respond to the grievance in writing within ten (10) calendar days after receipt.
- b. Step 2.- Should Step 1 fail to resolve the grievance, within ten (10) calendar days following receipt of the Step 1 response, the Union may advance the written grievance to the City Administrator for ~~their~~his or her consideration. The City Administrator will respond in writing to the grievance within ten (10) calendar days after receipt of the Step 2 grievance.
- c. Step 3.- Should Step 2 fail to resolve the grievance, the Union may submit a written demand to mediate the grievance within ten (10) calendar days after its receipt of the City Administrator's Step 2 response.

332.5 Mediation Procedure.

332.5.1 If the ~~employee-Union~~ requests mediation, the Union or the City Administrator shall forward a _____ request to the Public Employees Relations Commission (PERC) to assign a mediator _____ from the PERC staff.- Upon designation of the mediator, the parties will make every _____ attempt to schedule a date for mediation within fifteen (15) days.

32.5-233.5.2 Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.

32.5-333.5.3 The mediator shall attempt to ensure that all necessary facts and considerations are revealed.- The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.

32.5-433.5.4 The mediator shall not have the authority to compel resolution of the grievance.- If the mediator is successful in obtaining ~~agreement~~Agreement between the parties, he/she shall reduce the grievance settlement in writing.- Said settlement shall not constitute a precedent unless both parties so agree.

32.5-533.5.5 If the parties to the dispute mutually agree that the mediation is not producing a resolution or if the mediator concludes that further proceedings will not be productive, the mediation will be ended.

~~32.5.6~~33.5.6 If mediation fails to settle the dispute, the mediator may not serve as arbitrator in the same matter nor appear as a witness for either party.- None of the statements or offers of compromise made in mediation can be used in any future arbitration as evidence against the City or the Employee.

323.6 Arbitration.

~~332.6.1~~ 332.6.1 Arbitrator Selection.- The parties may mutually agree upon an arbitrator.- In the event _____ that no such agreement is reached within fourteen (14) calendar days of Union's _____ arbitration demand, the Union will request a list of seven (7) arbitrators from _____ Washington and/or Oregon provided by the American Arbitration Association _____ (AAA), Washington State Public Employment Relations Commission (PERC), or _____ from any other- mutually agreed source. Within seven (7) calendar days following the _____ receipt of the list of eligible arbitrators, the parties' representatives will meet or confer _____ to select an arbitrator.- The parties will each strike three (3) arbitrators from the list in _____ an alternating order, and the remaining arbitrator shall hear the dispute.- The party _____ exercising the first strike shall be the loser of a coin flip.

~~332.6.2~~ 332.6.2 Arbitrability.- Unless otherwise agreed by the parties, challenges to the procedural _____ arbitrability of a grievance shall be resolved in a proceeding separate from and prior _____ to arbitration on the merits of the grievance.- Within fourteen (14) calendar days _____ following receipt of an arbitrator's decision ruling that a challenged grievance is _____ subject to arbitration, the parties will begin the process described in Section 1.5.1 to _____ select an arbitrator to rule on the merits of the grievance.

~~332.6.3~~ 332.6.3 Authority.- The arbitrator:

- a. will have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- b. will be limited to ~~their~~his or her decision to the grievance issue(s) set forth in the original written grievance, unless the parties have agreed to modify it;
- c. will be limited to a period of no more than ninety (90) working days for any award of back pay.

~~323.6.4~~ 323.6.4 Procedure.- Arbitration will take place in accordance with the Labor Arbitration Rules _____ of the AAA, PERC, or other mutually agreed source unless the parties agree _____ otherwise in writing.

~~332.6.5~~ 332.6.5 Decision.- The arbitrator will issue a written decision to the parties within thirty (30) _____ calendar days after the close of the hearing(s) or the submission of post-hearing _____ briefs, whichever is later.- The decision of the arbitrator shall be final, conclusive, and _____ binding on the Employer, the Union, and the ~~employee~~Employee (s); provided that the decision _____ does not include action by the arbitrator beyond ~~their~~his or her jurisdiction.

~~323.6.6~~ 323.6.6 Arbitration Costs.

- a. The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be shared equally between the parties.- If one party chooses to use a court reporter, the requesting party shall bear the costs associated with the court reporter.- The other party may obtain a copy of the court reporter's report by agreeing to share the cost of the court reporter at the time it makes the request for a copy of the report and transcript, and by paying half the costs charged to produce the report and transcript.
- b. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation.- The cost of any postponement or cancellation based on mutual ~~agreement~~ Agreement will be shared equally by the parties.
- c. Each party is responsible for the costs of its staff representatives, attorneys, witnesses and all other costs related to the development and presentation of its grievance.

Article 343 - Savings Clause

343.1 If any provision of this agreement or any Addendum hereto is declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the City and Union will meet for renegotiation of such unlawful or unenforceable provisions for the purpose of a reasonable and lawful replacement.

Article 354 - Duration

354.1 This Agreement, and all of the terms and conditions herein, shall be the entire collective bargaining Agreement of the parties.- It shall become effective and shall remain in full force and effect until December 31, 202~~3~~.

Dated this _____ day of April 202~~4~~.

Mayor
City of Oak Harbor

President
Oak Harbor Firefighters' Local 4504 IAFF

APPENDIX A

**WELLNESS FITNESS FORM FOR MEETING THE STANDARD OF 12+ METS
WASHINGTON INSTITUTE OF SPORTS MEDICINE & HEALTH**

Fire Fighter: _____ Physical Exam Confirmation Date: _____

I authorize ~~Broadway Concierge Medicine~~ Washington Institute of Sports Medicine & Health to release this document to the Oak Harbor Fire Administration. Only information as it relates to Maximal Mets Achieved on the Treadmill Test will be released to the department. Fitness for Duty, as defined by Oak Harbor Fire Department, is determined by the Fire Fighter achieving 12+ METs. Information given to the department will note whether Fire Fighter

Did Not Meet / Met / Exceeded 12+ MET Standard. No other medical information or other personal information or findings of the Wellness/Physical Exam is to be shared with the department and remains confidential between Washington Institute of Sports Medicine & Health, and myself.

Fire Fighter Signature

The physical Exam components include the following:

- ◆ Past Medical/Health History
- ◆ History of Surgeries / Accidents / Hospitalizations / Allergies / Medications / Vaccination Status / Social history / Family Health History
- ◆ General Physical Exam Components: skin / head / eyes / ears / nose / throat / neck / lymph nodes / lings / back / cardiac / pulses / abdomen / GI / GU / rectal / heme / neuro / musculoskeletal / endocrine / genital / extremities

As Part of the overall exam process the following components were assessed:

- ◆ Fasting Blood Chemistry profile
- ◆ Urinalysis
- ◆ Resting EKG
- ◆ Body Composition
- ◆ Functional Movement Screening or Strength Testing
- ◆ Flexibility Tests
- ◆ Pulmonary Function (including FEV1 & VC)
- ◆ Maximal Treadmill Exercise Stress Test with EKG and Hemodynamics (BP)
- ◆ Comprehensive Computerized Health Risk Appraisal

The patient will be given a comprehensive review of findings. Patient will be given a plan of action for lowering specific health risk findings, and improving overall health.

If referral for further evaluation and treatment was indicated by the findings, this was accomplished. The physical exam was performed by Thomas DePuydt, MD a physician.

Did Not Meet / Met / Exceeded the Oak Harbor Fire Department
FITNESS FOR DUTY STANDARD of 12+ METS Maximal Functional Capacity on the Maximal Treadmill
Test.

Sincerely,

David L. Parker, Ph.D. Physician Signature

APPENDIX B

Confidential Reinstatement Agreement
Oak Harbor Firefighters Union

I, _____, request reinstatement to my former position with the City of Oak Harbor. I understand that my reinstatement to employment is conditional, subject to the following terms:

1. I have successfully completed an approved rehabilitation program at a licensed, approved facility and will actively comply with any and all follow-up requirements as stated by the program mandates.
2. I understand that any future violation of the substance abuse policy, or failure to comply with and complete the follow-up terms of the approved treatment program will result in my immediate termination of employment.
3. I understand and recognize the importance of involving, (if applicable) my spouse, family or the significant other person in my life in the process of my recovery program.
4. I understand and agree that, as a condition to reinstatement, I am expected to meet all established requirements of the policies and procedures and that I will continue to be subject to established procedures for failure to comply with these standards.
5. I understand that my past conduct and my recovery program require that I comply with random drug screening requests during the period of this Agreement. My failure to comply with this section may result in my immediate termination.
6. I understand that I will be subject to the terms of this Reinstatement Agreement for a period of twelve (12) months from the date of my reinstatement. Upon completion of this twelve (12) month period, I will receive a formal, written review of my work performance and recovery progress during such period. This evaluation will determine if the terms of this Agreement have been met, require modification or, if special detailed circumstances warrant, should be extended.

ACKNOWLEDGMENT

I understand and agree that my reinstatement and continued employment are conditioned upon my satisfactory compliance with the terms listed above. I have discussed these terms with my supervisor(s) and understand that, should I fail to comply with the terms of those sections specifically cited or in all other sections not so noted, I will be subject to further disciplinary action, up to and including termination of employment with the City of Oak Harbor.

Date: _____

Employee Signature

Copy received and acknowledged:

City of Oak Harbor and IAFF Local 4504, representing Fire Department employees effective 1/1/2024 through 12/31/2025

Initials _____

_____ Print Name of Employee

APPENDIX C

**DRUG TESTING
CONSENT / RELEASE**

I consent to the collection of a urine sample by _____, and its analysis by _____, for those drugs specified in the Collective Bargaining Agreement.

The laboratory administering the tests will be allowed to release the results to my Employer only after the laboratory's results have been reviewed and interpreted by the Medical Review Physician. The information provided to the Employer shall be only whether the tests were confirmed positive or were negative and not any other results of the test without my written consent.

The laboratory is not authorized to release the results of this test to any other person without my written consent.

I understand that I have the right to my complete tests results and that the laboratory will preserve the sample for at least twelve months. I have the right to have this sample separated at the lab and a portion tested at my expense at a second NIDA Certified laboratory of my choice, in the event the test results are confirmed positive.

I understand that the Employer is requiring me to submit to this testing as a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of a urine sample may result in disciplinary action by the Employer.

I understand that a confirmed positive test may result in a requirement that I undergo rehabilitation.

By signing this consent form, I am not waiving any of my rights under any federal, state or local law, statute, constitution, ordinance, administrative rule or regulation or common law provision. I understand that I have the right to challenge any confirmed positive test result and any Employer action based thereon, by filing a grievance under the Collective Bargaining Agreement.

Date _____

Employee _____

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LABOR AGREEMENT

BY AND BETWEEN

CITY OF OAK HARBOR

AND

***OAK HARBOR FIREFIGHTERS
LOCAL 4504***

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)

January 1, 2024 through December 31, 2025



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Article 1 - Recognition

- 1.1 The City hereby recognizes that the Union is the sole and exclusive bargaining representative of all regular full-time uniformed personnel as defined in RCW 41.56.030 (14) PERC has specified a unit for this bargaining unit, which is defined as:"
- “Any person who is serving on a full time, fully compensated basis as a member of a fire department of an employer and who is serving in a position which requires passing a civil service examination for firefighter, and who is actively employed as such; anyone who is actively employed as a full-time firefighter where the fire department does not have a civil service examination; supervisory firefighter personnel.” RCW 41.26.030 (16 & 17)
- 1.2 This unit covers all firefighters, lieutenants, and captains in the Oak Harbor Fire Department.
- 1.3 The Parties recognize the City has adopted City Code Chapter 2.34 PERSONNEL (<http://www.codepublishing.com/WA/OakHarbor/>) and its subsections along with an Employee Policy Manual (EPM) adopted in 2012 providing for the general terms and conditions of employment (collectively City Policy). City Policy is included in this Agreement by this reference. Where this Agreement addresses a topic or provision also contained in City Policy this Agreement shall prevail. This Agreement shall supplement City Policy where a term is provided for in this Agreement on a like subject matter but is not in conflict or contained in City Policy.
- 1.4 In the event the Employer desires to modify City Policy or adopt new policies applicable to Bargaining Unit employees where such modification or adoption shall require the Employer to bargain regarding such modification or adoption, the Employer shall give not less than thirty (30) days’ notice to the Union.

Article 2 - Union Membership

- 2.1 Dues – The Union will notify the City of its initiation fees and dues. The City will deduct such initiation fees and dues from the wages of the employees who have authorized such deductions in writing. The City will forward the deducted fees and dues to the Union each pay period to the name and address provided by the Union (RCW 41.56.110).
- 2.1.1 For example: initiation fee in the amount of \$10.00 and the monthly union dues thereafter shall be calculated at 1.5% of the Employee’s highest wage step on the firefighter's current wage scale and shall be automatically deducted from the Employee’s pay on apay period (PPD) basis or two times (2x) a month.
- Union Dues/PPD = $\frac{\text{monthly salary} \times 1.5\%}{2 \text{ PPD}}$**
- 2.2 Revocation – An employee may revoke their authorization of payroll deduction of union dues by written notice to the Union. Every effort will be made to end the deduction effective on the first payroll but not later than the second payroll, after the City’s receipt of the employee’s written notice.
- 2.3 Employer Safeguarding - The Union shall indemnify and defend the City and hold it harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purposes of complying with

the provisions of this Article. The City will promptly notify the Union of any claim, demand, lawsuit or other form of liability asserted against it relating to this Article.

Article 3 - Union Business

- 3.1 Grievance Committee - One member designated by the Union shall be granted leave from duty with full pay and benefits for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty. The designee shall remain available to respond to emergency calls based upon the City's staffing needs.

Upon notification to the Fire Chief, the Union and its representatives shall be allowed permission to meet at an Oak Harbor Fire Station, during pre-arranged "non-structured" time, with employees covered by this Agreement to investigate possible grievances and ascertain that this agreement is being adhered to. Such permission is conditional on no disruption of Department business activities, normal work duties, and adherence to safety standards. In the event that a meeting was interrupted due to emergency activities, the meeting shall be continued to a time mutually agreed upon between the Union and the Fire Chief or their designee.

- 3.2 Negotiations - Provided the needs of the City can be met without loss of services or any other additional cost to the City, Bargaining Unit Employees shall be granted "release time" to meet as a committee with City Representatives to conduct Collective Bargaining at scheduled negotiation meetings. The Union Bargaining Committee shall not exceed three (3) members on release time at any one time.
- 3.3 Bulletin Board - The City shall provide a bulletin board, prominently placed at each fire station, for the posting of notices relating to local Union business and activities, which are approved by the Union President or designee.

Article 4 - Management Rights

- 4.1 Any and all rights concerned with the management and operations of the Department are vested exclusively in the City unless otherwise provided for by the terms of this Agreement. The City has the authority to adopt reasonable rules for the operation of the Department and the conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement. The City has the right to (among other actions) discipline or discharge employees for just cause, to lay off employees due to financial reasons or other legitimate business reasons; to transfer and promote employees; to assign work and determine duties of employees consistent with the traditional duties of Firefighters; to schedule hours of work; to determine the number of personnel to be assigned to duty at any one time; to establish reasonable performance and productivity standards; to introduce and use new improved, or automated methods and equipment; to build, move, or modify its facilities; to take action on any matter in the event of an emergency; and to perform all other functions not expressly limited by this Agreement.
- 4.2 The Employer reserves the right to contract out for goods and services, provided that contracting out does not displace any bargaining unit members. In the event of the Employer's business or budgetary necessity results in a reduction or elimination of Fire service operations, the Employer and the Union shall negotiate the effects of such changes.

Article 5 - Prevailing Rights

5.1 The Union and Employer agree that the "wages, hours and working conditions" in effect at the time of signature of this Agreement and which are not addressed in this Agreement nor waived in the Management Rights clause herein will remain in effect unless the Employer wishes to change a mandatory subject of bargaining not addressed or waived. If so, the Employer agrees to bargain regarding such changes not addressed or waived pursuant to its obligation under Chapter 41.56 RCW.

Article 6 - Salary and Wages

6.1 Pay Period (Semi-Monthly) – Wages shall be payable two (2) times a month, the regular pay periods are the 1st to the 15th and the 16th to the last day of the month.

6.1.1. Pay dates that fall on a weekend or holiday will be paid on the day before the weekend or holiday.

6.2 Step Increases – There shall be twelve (12) months of service between each one (1) year annual step increase.

6.3 Monthly Salaries - Effective January 1, 2024, the base monthly wages shall be increased by three percent (3%) cost of living adjustment and two percent (2%) market adjustment.

All adjustments for this contract period are reflected in the below tables:

Firefighter/EMT

1	2	3	4	5	6
\$6,691	\$6,996	\$7,316	\$7,649	\$7,999	\$8,359

Lieutenant

1	2	3
\$8,672	\$9,063	\$9,609

Captain

1	2	3
\$8,938	\$9,345	\$9,766

6.4 The employee's hourly rate shall be calculated by dividing the Employee's annual salary by the number of hours in the employees assigned annual work schedule. (For example, the employee's hourly rate on a 40-hour work week would be derived by taking the employee's annual salary and dividing that by (40 x 52) hours.)

6.5 On January 1, 2025, the wage rates in this Article shall be increased by two and a half percent (2.5%) cost of living adjustment

All adjustments for this contract period are reflected in the below tables:

Firefighter/EMT

1	2	3	4	5	6
\$6,858	\$7,171	\$7,499	\$7,840	\$8,199	\$8,568

Lieutenant

1	2	3
\$8,889	\$9,289	\$9,849

Captain

1	2	3
\$9,161	\$9,579	\$10,010

Article 7 – Probation

- 7.1 Probation Period - New employees shall be subject to a twelve (12) month probation period. Said probation period may be extended one (1) time only for up to an additional six (6) months. During this period, such employee shall be evaluated by the Employer and may be terminated at the sole discretion of the Employer.
- 7.2 Promoted employees shall serve a twelve (12) month probation period. If during that time the employee fails to perform the duties of the new position satisfactorily, they will be permitted to return to their previous position without loss of seniority. The Employer shall provide each probationary promoted employee with an objective written evaluation of his job performance and progress every ninety (90) days.

Article 8 – Working Out of Classification

- 8.1 An employee who performs the duties of a higher ranked position in an acting capacity shall be compensated a minimum of one (1) hour at the premium pay rate outlined below or for the time actually worked at the premium pay rate, whichever is greater. Working out of classification shall be offered only to personnel who meet all the requirements of the position they are being assigned to do the work.
 - (1) Firefighter to Lieutenant – 5%
 - (2) Lieutenant to Captain – 5%
- 8.2 An employee is considered working out of classification when,
 - 8.2.1 A Lieutenant is performing the duty of a Captain due to the absence or unavailability of the Captain to perform the required duties of the position necessary to meet operational needs.

8.2.2 The designated Senior Firefighter is performing the duty of a Lieutenant due to the absence or unavailability of the Lieutenant to perform the required duties of the position necessary to meet operational needs.

8.3 Seniority.

(1) Seniority Status.

a. It is understood that a regular full-time employee shall have seniority over a part-time employee regardless of the part-time Employee's bargaining unit or departmental seniority.

b. Employees affected by a temporary reduction (layoff) of work hours may accept reduced work opportunity without loss of seniority status. Loss of seniority status shall occur only if an employee requests a change for personal reasons.

8.4 The following criteria shall be used for assignments to act in the capacity of a higher ranked position:

8.4.1 Short-term vacancies (two (2) months or less) Department seniority will be used and must meet the qualifications of 8.5 below (for example, the designated Senior Firefighter on shift will be assigned)

8.4.2 Long-term vacancies (more than two (2) months) Civil Service Rules shall apply to determine eligibility for such assignments.

8.5 Company Officer – acting in the capacity of a Lieutenant and is the designated Senior Firefighter of the shift and must have the required qualifications.

- (1) IFSAC Fire Officer 1 Certification
- (2) NFA Incident Safety Officer course
- (3) NIMS/ICS 100, 200,
- (4) NFA Course 0455, 0457

8.6 Command Officer 800 (Lieutenant as a Captain) – acting in the capacity of a Captain, the Lieutenant must have the required qualifications.

- (1) At least three (3) years of career experience as a structural firefighter plus one year with Oak Harbor Fire Department (OHFD) or,
- (2) One (1) year career experience with the OHFD, **and** Five (5) years of Paid-on-Call experience with the OHFD
or three (3) years career OHFD experience.
- (3) IFSAC Fire Officer 2 certification
- (4) NFA Incident Safety Officer Course
- (5) NIMS/ICS 100, 200, 300, 400

(6) NFA Course 0312, 0455, 0457

- 8.7 All employees who currently act in either or both of the above-named classifications but have not met all the required qualifications of the position by rank shall be required to meet all the requirements of this article by December 31, 2026.
- 8.8 Temporary Staffing – In the event of a vacant Firefighter position, the position may be temporarily staffed with Paid-on-Call (POC) personnel for a full rotation/tour of duty as outlined in Article 9.1 and Article 9.2.
- 8.8.1 POC personnel assigned to temporarily staff a vacant Firefighter position will be compensated at Step 1 of the current wage table. Temporary staffing of POC in a vacant Firefighter position may be continued, one (1) full rotation/tour duty at a time, until the affected vacant Firefighter position is filled, not to exceed four (4) months.
- 8.9 Absence of a Captain, Lieutenant, and designated Senior Firefighter. In the event the Shift's Captain, Lieutenant, and designated Senior Firefighter is unavailable, or the designated Senior Firefighter is available but does not meet all the qualifying requirements to work out of class, then overtime will be utilized to get coverage for the Captain and Lieutenant position.

Article 9 – Hours of Duty

- 9.1 Ten (10) Hour shift – The normal working hours for employees assigned to the ten (10) hour day shift shall be from 0700 to 1700, Monday through Friday, not to exceed (40) hours per work week, and not to include a one (1) hour lunch period. Employees covered under this section of the Agreement may work a flexible work schedule, with mutual Agreement of the Employee and the Chief.
- 9.2 Twenty-four (24) hour shift (0700 to 0700) – The normal working hours for employees assigned to the twenty-four (24) hour shift shall be from 0700 to 0700.
- 9.2.1 48/96 Structured Work Schedule. Effective January 1st, 2024, the 48/96 structured work schedule is adopted. Employees shall work two consecutive 24-hour shifts on (48 hours) followed by four consecutive 24-hour days off (96 hours), being the regularly scheduled work hours. This 6-day rotation will happen four times in a 24-day Work Period, repeating, and makes the average calendar week come out to 56 hours. This work schedule makes the annual amount of hours come out to 2,912. These annual hours will be reduced by 360 hours due to 15 Kelly Days a year. This makes the annual scheduled working hours come out to 2,552 and the average calendar week come out to 49.07 hours.
- 9.2.2 The 6-day rotation is as follows: A, A, B, B, C, C.
- a. Employees assigned to the Fire Department's administrative, service or specialized functions may be subject to work schedules other than those which apply to firefighting company personnel, provided that the provisions of this and related sections of the Agreement shall apply except where otherwise agreed or stated.
 - b. Notwithstanding any provision to the contrary as used in this and related sections, unless the context clearly requires otherwise, the terms below shall have the stated meaning:

- 9.2.3 "Rotation" shall mean three (3) platoons working two (2) consecutive days of a 24-hour work shift schedule followed by four (4) consecutive days off. And repeated three (3) times in a work week.
- 9.2.4 "Full Rotation" shall mean the six (6) days it will take to complete a full rotation of a 48/96 structured work schedule consisting of three (3) separate platoons.
- 9.2.5 "Work Week" shall mean Monday to Sunday.
- 9.2.6 "Work Period" shall mean the established and regularly recurring period of work of twenty-four (24) consecutive days as FLSA's 7(k) defined and does not coincide with any pay period, work schedule, or particular day off.
- 9.2.7 "Platoon" shall mean the three (3) existing subdivisions of regular firefighting Employees in each shift rotation. The three platoons are: "A" (or 1st) Platoon, "B" (or 2nd) Platoon, and "C" (or 3rd) Platoon.
- 9.3 Structured Hours (0700—1700). Shall be used for normal working operations, training, physical fitness, routine maintenance of equipment and apparatus, and routine cleaning.
- 9.3.1 0700 – 0900. Shall be utilized for the planning and communication of the Plan of the Day, daily apparatus checks, physical fitness, and hygiene time. The Shift Officer shall be allowed to adjust the physical fitness and hygiene time to a later time to meet operational needs.
- 9.3.2 Employees not performing any physical fitness activities shall be in full uniform.
- 9.4 Non-Structured Hours (1700—0700). Shall be used for standby for incident response. Employees are not required to conduct training or conduct routine maintenance or cleaning during this time.
- 9.5 Kelly Day – DEFINITION. A continuous twenty-four (24) hour period starting at 0700 and ending at 0700 the following day.
- 9.6 Administration of Kelly Day – Employees assigned to a regular work schedule of twenty-four (24) hour shifts shall be granted fifteen (15) Kelly Days per year. Kelly Days shall be scheduled to reduce the number of work hours per week and minimize the Department's overtime costs to the greatest extent possible. But not to reduce the staffing levels below the required minimum level.
- (1) Kelly days (24-hour periods) shall be scheduled "off" by the employees on a rotating schedule.
 - (2) Employees select Kelly Days by rank and seniority based on hire date with annual first-round vacation picks.
 - (3) Kelly days shall be selected before January 1 of each year and by order of descending rank and then by seniority on each Shift. Employees may schedule up to 15 Kelly days.
 - (4) Kelly Days shall not be rescheduled because of sickness or injury.

- (5) Kelly Days may be traded between employees within the same FLSA cycle provided that the trade meets all applicable shift trade criteria and does not have a monetary impact on the City.
- (6) The Chief or designee shall approve Kelly Days based on seniority.
- 9.7 Maximum Consecutive Hours of Work – employees are limited to working no more than seventy-two (72) consecutive hours within an eighty-four (84) hour period as a result of overtime, force hire, schedule, or trades. A mandatory minimum of twelve (12) consecutive hours off from all emergency response duties is required. However, management retains the ability to exceed this limit in emergent situations or to accommodate training that both the Employee and the Fire Chief agree can be conducted safely.
- 9.8 Sundays and City observed Holidays, as listed in Article 17 of this contract, shall be considered non-structured hours.
- 9.9 Notice of Shift Change - All Employees covered by this Agreement shall receive notice, when possible, fourteen (14) calendar days in advance of a change from one shift to another; such notice shall be in writing. This time limit may be waived at the discretion of the Chief in the case of permanent appointments to a promotional position within the bargaining unit and necessary shift adjustments caused by such appointments.
- 9.10 Change in Work Schedule for Training – For the purposes of training, an employee's work schedule may be changed, with fourteen (14) calendar days advance notice, in order to manage overtime costs and to take advantage of training programs.
- 9.11 Holiday Shift Trade – In the event that a shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work on December 24th will trade days with the shift assigned to work on December 23rd. In the event that December 24th happens to be the start of a new FLSA cycle then the shift assigned to work on December 25th will trade days with the shift assigned to work on December 26th.
- 9.12 Right to Assign – The Employer retains the right to assign any member of the Union to any of the above shifts set forth in Sections 9.1, 9.2, and Article 13.
- 9.13 The type of Shift shall determine the scheduling of employee days of work and days off.
- 9.14 Full-time employees will assist with Monday night Paid-on-Call training from 1830 to 2100.

Article 10 - Overtime and Call Back

- 10.1 Defined – Overtime shall be defined as any time worked by an employee outside of their regularly scheduled working hours set forth in Articles 9.1 and 9.2.
- 10.2 Computation – Overtime shall be compensated at one-and-a-half (1 ½) times the employee's regular rate for the hours worked, rounded up to the nearest thirty minutes (Employee's Regular Rate) x (1.5) = (Overtime Rate Per Hour). This shall be established by taking the annual hours (2,552) and dividing it into the employee's annual salary and multiplying the rate by one-and-a-half (1 ½).

- 10.3 Shift Extension – In the event that overtime is the extension of an employee’s shift, overtime shall be paid in thirty (30) minute increments, rounded up to the nearest thirty (30) minutes. (e.g. 1-30 minutes = ½ an hour of overtime, 31-60 minutes = 1 hour of overtime).
- 10.4 Prior to Beginning of Shift – Employees that respond to the station for an incident within one hour of their regularly scheduled shift shall be paid at the overtime rate until their scheduled shift begins. If the incident is between 1 and 30 minutes prior to the beginning of the shift, the employee shall be paid one (1) hour of overtime.
- 10.5 Call-Back – In the event that overtime is not due to incident response prior to or as the extension of an employee’s shift, a minimum of two (2) hours of overtime shall be paid to the employee for any event or meeting that an employee is required to come in for and elects to, or is required to attend. After the second hour, overtime shall be paid in accordance with Article 10.3.
- 10.6 Overtime Due to Training – An employee shall be compensated a minimum of two (2) hours of overtime if given less than fourteen (14) calendar days advance notice for being required to attend any special training, education, or certification. After the second hour, overtime shall be paid in accordance with Article 10.3.
- 10.7 Overtime Due to Manning – For staffing purposes, if minimum manning is not met and/or the Command Officer, Company Officer, and/or Driver positions are not staffed by career personnel, overtime shall be utilized in accordance with Article 8.9 by career personnel.
- 10.8 Call Response - Employees are authorized to respond to the station, when off duty, for the following types of incidents: requests for manpower, Residential Fire, Commercial Fire, CPR, MVA Major, and Medical Violent Active, including incidents that are initially dispatched as one type and then changed to one of the above-mentioned types. Automatic Fire Alarms are not considered to be fires upon dispatch. Employees who respond shall be compensated at the rate specified in Article 10.2, starting with one hour minimum and then the thirty (30) minute increments afterwards.
- 10.9 Employees on scheduled vacation leave that respond to an emergency incident or a call for manpower shall receive overtime pay in accordance with 10.8. The employee’s paid leave status shall stop when the incident is generated and shall resume when released from duty.
- 10.10 Emergency Relief – Should immediate relief be needed due to injury, personal emergency, or other similar emergency situation for an employee that is on duty, the Command Officer shall select the first person on the appropriate overtime list who would be immediately available. The immediately available person shall be assigned to work for the duration of the shortage or for the remainder of the shift if needed.

Article 11 - Vacation and Leave

11.1 Accruals

- 11.1.1 Ten (10) Hour shift employees: Ten (10) hour shift employees shall receive vacation as noted in the table below:

Time Period	Regular Vacation	In lieu of holidays	Combined	Monthly Accrual	Maximum Accrual
0 - 5 Years (1st month through month 60)	96	N/A	96	8	192
6 - 10 years (month 61 through month 120)	120	N/A	120	10	240
11 - 15 years (month 121 through month 180)	160	N/A	160	13.33	320
16 - 20 years (month 181 through month 240)	180	N/A	180	15	360
21 - + years (month 241 and beyond)	200	N/A	200	16.66	400

11.1.2 Twenty-four (24) hour shift employees shall receive additional vacation of one hundred fifty-six (156) hours in lieu of eleven (11) observed holidays and two (2) floating holidays for a total of thirteen (13) days)

Time Period	Regular Vacation	In lieu of holidays	Combined	Monthly Accrual	Maximum Accrual
0 - 5 Years	200	156	356	29.667	256
6 - 10 years	246	156	402	33.500	348
11 - 15 years	292	156	448	37.333	440
16 - 20 years	314	156	470	39.167	482
21 - + years	330	156	486	40.500	516

Calculation for 24-hour shift is twelve (12) hours per holiday (156/12 = 13)

11.1.3 Employees shall accrue 1/12th of their authorized vacation and holiday leave credit on the last pay period of each month. The payroll process will debit for the vacation leave used during each month during the last pay period of each month. (This is based on twenty-four (24) pay periods per year.)

11.1.4 Vacation benefits shall be accrued from the date of hire and the rate change will be effective on the pay period of the employee's anniversary date, unless the anniversary date falls on the pay period, which shall then become the effective date. An employee shall not be eligible to take paid vacation until they have completed six (6) months of service.

11.2 Vacation Utilization.

11.2.1 If employees are not authorized to take vacation leave due to circumstances beyond their control, the Mayor or designee shall authorize the employee an additional 120 calendar days to use accrued vacation leave in excess of maximum accrual limits without loss of benefit.

- 11.2.2 Effective January 1, 2022, in lieu of observed holidays, floating holidays, and beginning with the recognition of Juneteenth in 2022, employees assigned to twenty-four (24) hour shifts shall accrue twelve (12) hours of leave per each observed or floating holiday.
- 11.2.3 Leave Schedule - Employees shall schedule all annual vacation leave no later than January 1 of each year. The time which employees shall take their vacation shall be approved by the Fire Chief or their designee with regard for the needs of the Fire Department.
- (1) Annual Leave Picks will be done in two rounds, First and Second round. First round will consist of a maximum of six consecutive shifts being picked for any dates. After every employee of the shift picks their First round, Second round starts where every employee can again pick any date, as long as there are not any previous vacation picks already made on that date which would cause the department to be under minimum staffing. An employee may exhaust as much vacation as they want for Second round, as long as they have enough vacation hours upon arrival of the picked date.
 - (2) Conducting Annual Leave Picks - The order that First and Second round leave picks are conducted will be by seniority, as set forth by Article 28.
 - (3) All Annual Leave Picks shall be submitted to the shift Captain, to then submit up the chain of command no later than December 15th.
 - (4) In the event that an employee trades their designated permanent shift, the department shall honor the employee's Annual Leave Picks by adjusting their picked vacation, as long as there is no annual vacation already scheduled by other employees that would cause the department to go under minimum staffing for the desired dates.
 - (5) In the event that an employee is forced to change shifts, unless the forced change is due to a promotion, the employee's annual vacation shall be honored and dates will be adjusted so that the employee will not lose their planned time off. Overtime will be used to maintain minimum staffing and required positions.
- 11.2.4 Annual vacation leave may be changed after all leave is scheduled with Agreement by both the employee and the Chief.
- 11.2.5 Termination Payment - If permitted by State law, an employee's accrued vacation will be paid in one lump sum at the regular straight-time hourly rate of pay (not including incentives or premiums) upon termination of employment. Payment shall be at the affected employee's current rate.
- 11.2.6 Transfer of Work Shifts - If an employee is transferred from one shift to another, the vacation leave balance and accrual rate shall be adjusted to meet the new schedule, either increased or decreased based on the change in the average hourly work week. Computation of the vacation leave balance adjustment will be as follows: New monthly accrual amount from the appropriate vacation table will be divided by the old monthly accrual amount to determine the conversation ratio. The ratio shall then be multiplied by the vacation balance to determine the new balance amount.

11.2.7 Vacation Buyout – Employees with a current leave balance that exceeds one hundred sixty (160) hours, may elect to have a maximum of sixty (60) hours of their accrued vacation balance cashed out and deposited into a deferred compensation plan (DCP).

(1) For calendar year 2024, the employee must notify payroll in writing by June 20, 2024, for distribution during July 2024 payroll.

(2) Effective January 1, 2025, the employee must notify payroll in writing by March 20th of each year for distribution during April payroll.

Article 12 - Sick Leave

12.1 Non-duty Sick Leave for LEOFF II - All employees whose retirement benefits are provided by State law under LEOFF II shall receive non-duty sick leave for sickness and injuries that are non-duty related pursuant to applicable State Law. Full-time employees shall accumulate sick leave at the rate listed below in Section 12.1.1.

First year bank	Annual	Monthly	Maximum accrual
10-hour employee	96 hours	8	1440
24-hour employee	144 hours	12	1440

12.2 Non-duty Sick Leave may be used for the following reasons.

12.2.1 Personal illness, injury, or incapacity of the employee to perform his/her duties.

12.2.1 Enforced quarantine of the employee by a public health official.

12.2.2 May be used for personal doctor or dental appointments, for an emergency, or as otherwise approved by the Chief.

12.3 Leave shall be provided for qualifying conditions in accordance with Federal and State law. Incorporation, by reference, of the Employee Policy Manual into this Agreement provides for permitted leaves including but not limited to sick leave, family and medical, domestic violence/sexual assault, and other paid leaves.

12.4 Extended Leave – An extended period of leave the employee may convert to a standard 8-hour schedule.

12.5 Duty Related Disability for LEOFF II employees qualifying for supplemental disability leave pursuant to RCW 41.04.500 - .550, shall be granted adequate on-duty injury sick leave to provide the full benefits provided by such RCW sections for up to six (6) months for each new and separate duty related disability.

12.6 Prolonged Illness or Injury. In cases of prolonged illness or injury of six (6) months, the Employee shall be placed on an inactive status and the employee's position shall no longer be held open. A new employee may be hired to replace the disabled employee and the disabled employee shall be moved to the first position on the hire list and shall fill the first vacancy as long as the employee is 1) released as rehabilitated by the Department of Labor and Industries, 2) passes a departmental physical examination and 3) is certified to perform the essential functions of the job by a qualified physician.

12.7 Notification When Unable to Report. An employee must notify the Command Officer as soon as possible prior to the beginning of a shift if they are not able to report for duty due to absence reasons listed in Section 12.2, 12.3, and 12.4 which may be a protected absence with confidential information.

- 12.8 Verification. The employer may require that an employee produce a doctor's verification of the employee's need of absence from work as required by federal, state or local laws.
- 12.9 Transferring Vacation Leave. Employees shall have the ability to transfer vacation leave from their accrued vacation to another employee's sick balance by the agreement of the City and both employees. The donating employee must maintain a minimum of 48 hours of accrued vacation. When a transfer occurs between two different shift types, a conversion shall be made to convert the number of hours to the same basis as the accrual rate of the receiving employee.
- 12.10 Transfer of Work Shifts. If an employee is transferred permanently from one shift to another, the sick leave balance and accrual rate shall be adjusted to meet the new schedule, either increased or decreased based on the change in the average hourly work week. Computation of the vacation leave balance adjustment will be as follows: New monthly accrual amount from the appropriate vacation table will be divided by the old monthly accrual amount to determine the conversion ratio. The ratio shall then be multiplied by the vacation balance to determine the new balance amount.
- 12.11 Cash out of sick leave – Regular employees hired before October 20, 1998, who retire or voluntarily separate from the City shall receive payment of any accumulated sick leave at the regular straight-time hourly rate of pay (not including incentives or premiums), in accordance with the schedule outlined in the Employee Policy Manual (EPM) section 5.15, Oak Harbor Sick Leave. Any sick leave contributions will be deposited into the City of Oak Harbor Health Reimbursement Arrangement/Voluntary Employees' Beneficiary Association (HRA VEBA) in accordance with the following schedule:
- After 5 years of service ---- 10% of accumulated sick leave
 - After 10 years of service ---- 25 % of accumulated sick leave
 - After 15 years of service ---- 35% of accumulated sick leave
 - After 20 years of service ---- 45% of accumulated sick leave
 - After 25 years of service ---- 50% of accumulated sick leave
 - After 30 years of service ---- 60% of accumulated sick leave
- 12.12 Death – Upon death of any employee in active service within the bargaining unit, the employee's estate shall be paid any accrued, but unused, vacation and sick leave, if compensable under Section 12.11. An employee is deemed on active service for purpose of this Section if the employee on duty status or on any type of leave status not to exceed one (1) calendar year. Any such payment shall be made as a lump sum settlement for the number of hours accumulated.

Article 13 - Light or Modified Duty

- 13.1 Employees who are injured or sick and therefore on leave may be eligible to be approved and assigned light or modified duty, if appropriate work is available, and both the Chief and the employee agree in writing to the assignment. Employees assigned to light or modified duty shall work their regular scheduled shifts or may convert to a standard 8-hour schedule until returning to full duty status.

Article 14 - Compensatory Time

- 14.1 Employees entitled to overtime pay may request compensatory time off instead of cash payment. This request may be approved by the Chief as not to compromise coverage or

disrupt normal operations. If compensatory time is exercised, the employee is credited with one and one-half times the hours worked as overtime. The maximum accrual of compensatory time to be held at any time shall be ninety-six 96 hours. After maximum accrual, overtime compensation shall be paid.

- 14.2 Employees must use compensatory time within the calendar year of the time it was authorized and earned. Comp time must be used before vacation leave, sick leave, and leave without pay. Compensatory time not used within the calendar year of the time it was authorized shall be paid to the employee or an employee may choose to deposit the payable hours into a Deferred Compensation Plan (DCP). Each department shall maintain records of overtime and compensatory time and ensure that the departmental budget is accurately reflecting such activity. A review should be conducted periodically as part of the City's budget process.

Article 15 – Separations

- 15.1 Separated Employees - Only employees employed by the City on the effective date of this Agreement shall be compensated under the terms of this Agreement. Separated employees shall receive compensation in effect at the time of the employee's separation.
- 15.2 Termination – Upon termination from all City employment, the employee shall be paid a lump sum settlement at the regular straight-time hourly rate of pay (not including incentives or premiums) for the number of days of annual leave accrued and not previously used, not to exceed the maximum accrual. The employee may choose to have the lump sum settlement deposited into a Deferred Compensation Plan (DCP).

Article 16 - Clothing and Equipment

Clothing - The department shall provide clothing in the form of uniforms and station wear as specified by Department Policy. Items shall be replaced at no cost to the Employee, subject to fair wear and tear.

- 16.1 Cleaning Allowance - The department shall provide an allotment of twenty dollars (\$20) per month of active on-duty employment for routine cleaning of uniforms.
- 16.2 Personal Protective Equipment (PPE) and Clothing – Personal protective equipment (PPE) and clothing shall be provided by the City and maintained by the City at no cost to the Employee. PPE and clothing shall be chosen by the Department and ensured to be in compliance with all legal requirements and regulations in order to provide a safe working environment within industry expectations. Personnel will not provide their own personal protective equipment (PPE) without prior approval by the Chief or designee.

Article 17 – Holidays

- 17.1 Day Shift Employees – For those employees scheduled to work the eight (8) hour or ten (10) hour day shift, the following eleven (11) holidays as described shall be recognized and observed:

New Year's Day	January 1st
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th

Labor Day	1st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	4 th Friday in November
Christmas	December 25 th

17.1.1 Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

17.1.2 In addition to Section 17.1, eight (8) hour and ten (10) hour shift employees shall receive two (2) floating holiday shifts per year, at the employee's choice with approval of the Chief or designee. An employee shall not be eligible to the paid floating holiday until they have completed six (6) months of service.

17.2 Effective January 1, 2022, in lieu of observed holidays, floating holidays, and beginning with the recognition of Juneteenth in 2022, employees assigned to twenty-four (24) hour shifts shall accrue twelve (12) hours of leave per each observed or floating holiday.

Article 18 – Shift Trade

18.1 Personnel shall have the option to trade full or portions of shifts when it does not interfere with the operation of the department. Shift trades are voluntary. Shift trades shall not result in any additional cost to the City outside of a shift being extended due to overtime reasons such as an extension of the working employee's shift. The City has an obligation to track shift trades that may result in pay differential issues and as required by the Fair Labor Standards Act (FLSA). Shift trades for the purposes of this Article shall not include any trades made pursuant to the Holiday Shift Trade in Section 9.3 Article 9 of the Agreement.

18.1.1 "Same Capacity" shall mean a qualified Employee (whether of the same or different rank) who is capable of performing the work of the person they are substituting for.

18.1.2 "Qualified Employee" when of a different rank, shall mean an Employee who has demonstrated, through training, experience or performance, the ability to assume substantially all of the significant duties and responsibilities of the position as determined by the Employer or its designated representative within the Fire Department. Employees that shift trade in positions of a different rank, shall meet the required qualifications as outlined in Article 8.5 and 8.6, and are only allowed to work one (1) rank above or below - i.e., designated senior firefighter to a Lieutenant as a Company Officer.

18.2 If within reason and time allowed personnel must obtain prior written approval from the duty command officer prior to trading shifts.

18.3 Probationary employees shall only be allowed to trade shifts with the express approval of the Chief or designee.

Article 19 - Bereavement Leave

19.1 Upon notification to the Fire Chief or designee an employee shall be allowed time off from work on scheduled workdays because of death in the employee's immediate family. The employee will be paid for such time up to a maximum of three days for 24-hour shifts, and up to five days for 40-hour week employees. For the purpose of this section, immediate

family is defined as: spouse, mother, father, sister, daughter, brother, son, mother-in-law, father-in-law, step-parent, step-child, grandparent, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any member of the employee's household. Depending upon staffing levels, the Fire Chief or designee may approve the use of accumulated vacation and/or holiday leave to supplement the bereavement leave.

Article 20 – Insurance

- 20.1 The City will offer a health plan to employees in the bargaining unit. The City shall pay 100% for the employee's premium.
- 20.2 The City shall also provide employee dental insurance, long term disability and life insurance, at no cost to the employee. The employee will have the option to purchase additional life insurance at the employee's cost.
- 20.3 The City shall pay 90% of the dependent medical and dental coverage.
- 20.4 Deferred Compensation - The City shall maintain a City sponsored Deferred Compensation Plan.
- 20.5 The City reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance provided herein. The City will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the City uses its efforts to minimize changes in incumbent insurance providers from one plan year to another.
- 20.6 The City agrees to enroll, effective on the first day of the month following the execution by both parties of this agreement, in the Medical Reimbursement plan (MERP) that is made available by the Washington State Council of Firefighters (WSCFF). Payment of the monthly premiums related to MERP shall be paid by the employee through payroll deduction the sum of \$75.00 per month. The City will contribute \$75.00 per month on behalf of each bargaining unit member.
- 20.7 HRA VEBA – City of Oak Harbor Health Reimbursement Arrangement/Voluntary Employees' Beneficiary Association (HRA VEBA) in accordance with section 12.11 Cash out of Sick Leave.

Article 21 - Education/Training/Certification

- 21.1 Expenses of Special Training, Education, and Certification - The expenses of special training, education, and certification or recertifications required by the City shall be reimbursed by the City including registration, transportation, food, and lodging (per thresholds established by City Travel policy)

The employee traveling to/from and time spent in attendance at such training and education will be compensated at the appropriate rate of pay, either straight time or overtime, in accordance with the City Travel policy.

- 21.2 Educational Reimbursement – Employee are encouraged to read and refer to the Employee Policy Manual for continuing education reimbursement guidelines.
- 21.3 Scheduling - The City retains the right to alter an employee’s work schedule and/or work location with fourteen (14) calendar days’ advance notice to manage the financial and operational impacts on the Fire Department (e.g. to avoid the necessity of having to pay overtime for the purposes of this Article).
- 21.4 Work Commitment – The City shall pay for all related costs and certification or license costs, for Employees to obtain a certification or license required to perform the essential functions of a position or for career advancement opportunities in the City of Oak Harbor Fire Department. Should an employee choose to separate from employment with the City before the third anniversary of the Employee’s start date from commencement of full-time service subsequent to completion of the period of attainment of the certification or license, the City will require prorated repayment of those funds, the proration would be calculated on a monthly basis (the number of months remaining in the thirty-six (36) month period).
- 21.5 Educational Incentive – The City recognizes the value of education and has a vested interest in an employee’s higher education goals needed to advance to the next level in their career. After successful completion of a twelve (12) month probation period, employees will be eligible for educational incentive pay. Employees must notify and provide proof of completion of degree requirements to Human Resources that they possess an Associate’s, Bachelor’s, or Master’s degree from an accredited college or university. Educational incentive pay shall be effective beginning with the next monthly payroll cycle following the Employee’s written notification and approval by Human Resources. The following will be the criteria for the incentive pay:
- a. Associate’s degree shall receive an additional 2% of the individual’s base rate of pay.
 - b. Bachelor’s of Arts or Sciences degree in Fire Science, Emergency Medical Services, or Administration shall receive an additional 4% of the individual’s base rate of pay.
 - c. Master’s of Arts or Sciences degree in Fire Science, Emergency Medical Services, Fire Command Administration, Public Safety, or Emergency Management and Planning and/or Administration shall receive an additional 4% of the individual’s base rate of pay.
- 21.5.1 Education incentive is limited to a maximum of one degree, regardless of the number of degrees earned, which should be the highest-level degree the employee has obtained that fits the criteria of Article 21.5.

Article 22 – Longevity

- 22.1 Longevity pay shall be administered, using the following scale, and is to be added to the employee’s base monthly salary after accumulating full-time continuous service with the City at the following rate:

After five (5) years to ten (10) years – 2%
 After ten (10) years to fifteen (15) years – 3%

After fifteen (15) years – 4%

- 22.2 Longevity pay adjustments shall become effective the first of the month, coinciding with or following the employee's anniversary date of full-time employment.

Article 23 – Technology

- 23.1 In order to continuously upgrade technology resources and any evolution of those respective technologies, including devices carried and used by Employees to record data and to communicate, and to insure the City's commitment to internal mobility for employees, the City agrees to give advance notice to the Union when a major technology change is being considered.
- 23.2 In collaboration with the City, the Union may suggest alternative technology resources, may request to sit on design or implementation committee, and may request workers on labor-management implementation teams.
- 23.3 In-service training programs and courses at worksites will be offered during paid time. Employees are to receive training on the technology and how it may be used lawfully.
- 23.4 Employer provided electronic mobile devices must remain active during all work hours but may be turned off during lunches and breaks.

Article 24 - Off-Duty Employment

- 24.1 No employee shall utilize their employment or position with the Oak Harbor Fire Department or the City of Oak Harbor for personal financial gain.

Article 25 - Work Stoppage

- 25.1 There shall be no strikes, slowdowns, stoppage of work or any interference with the efficient management of the fire department.

Article 26 - Drug and Alcohol Testing

- 26.1 General Rule: The Employer and Union jointly recognize the need for a drug and alcohol-free workplace and the appropriate use of drug and alcohol testing. Employees shall be subject to substance screening when the facts, circumstances, physical evidence, physical symptoms or a pattern of performance or behavior cause management to reasonably conclude that an employee has reported to work or is working impaired.
- 26.2 The following testing mechanisms shall be used for drug and alcohol testing performed on members of the Union:
- 26.2.1 Screening Test. Any screening test shall be performed for drug testing using the Immunoassay (IA) method and for alcohol using breathalyzer or blood test.
- 26.2.2 Positive Results. Any positive results on the initial screening test shall be confirmed through the use of Gas Chromatography/Mass Spectrometry (GC/MS).

- 26.3 Drug Testing Procedures - The testing procedure shall be used whenever an employee is required to give a urine sample.
- 26.3.1 Listing of Drugs Taken. Prior to testing, the employee will be requested to list all drugs currently being used by the employee on a form to be supplied by the testing facility.
- 26.3.2 Sampling. A urine sample will be taken of the employee. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
- 26.3.3 Tests. The sample will first be tested using the screening procedure set forth in Section 25.2.1. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section 25.2.2 will be employed.
- 26.3.4 Procedure After Positive Results. If the confirmatory test is positive for the presence of an illegal drug, the employee will be notified of the positive result, and will be provided with copies of all documents pertinent to the test sent to or from the employer by the laboratory. The employee will then have the option of having the untested sample submitted to a NIDA Certified lab of the employee's own choosing, to be tested at the employee's cost. If the retest results in a negative, the employer will reimburse the employee for all costs. The employer and employee will be given a copy of the results.
- 26.3.5 Documentation. Each step in collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of evidence.
- 26.3.6 Right of Access. The employer and any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the equipment used in the testing process, the chain of custody of the specimen and the accuracy rate of the laboratory.
- 26.4 First Offense - Limitation or Action "First Offense". Any action taken by the employer for a "first offense" shall be rehabilitative in nature (i.e., counseling referral, treatment.), except when the employee is involved in criminal activity.
- 26.5 Second Offense - Second or more offenses by an employee shall be subject to disciplinary action, up to and including dismissal.
- 26.6 Informing Employees - All employees shall be fully informed of the Employer's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her. Employees who voluntarily come forward and ask for assistance to deal with the drug or alcohol problem shall not be disciplined by the Employer for doing so. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs or alcohol after completing an appropriate program.

- 26.7 Employee Testing - Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing probable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in the Policy.
- 26.7.1 In the event an employee is involved in an accident with serious injury requiring off-site medical treatment, the employee may be ordered to submit to drug testing where surrounding circumstances provide an articulable suspicion that the employee is impaired.
- 26.7.2 "For Cause" (also known as "Reasonable Cause") is defined as work-related performance, behaviors and actions that a reasonable and prudent person would believe constitute a potential hazard, either to oneself or others which could indicate that an employee may be under the influence of an illegal drug, or may be abusing a prescription or over the counter (OTC) drug, or alcohol.
- 26.8 Sample Collection. May allow for testing by a lab that may not be SAMSHA certified but whose procedures substantially comply.
- 26.8.1 The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Union and the Employer. The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.
- 26.8.2 Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by NIDA. The Union and the Employer agree that security of the biological urine and blood samples is absolutely necessary; therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.
- 26.8.3 Blood or urine sample will be submitted as per NIDA Standards. Employees have the right for Union or legal counsel representatives, whichever is more readily accessible, to be present during the submission of the sample. Employees shall not be witnessed while submitting a urine specimen. Prior to submitting a urine or blood sample, the employee will be required to sign a consent and release form (as attached to this Policy).
- 26.8.4 A portion of the original sample will be separated by the lab in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least twelve (12) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the

paperwork and specimen shall be destroyed. Tests shall be conducted in a manner as to ensure that an employee's legal drug use and diet does not affect the test results.

- 26.9 Drug Testing - The laboratory shall test for only the substances and within the limits as follows for the initials and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for drugs or classes of drugs.

INITIAL TESTING

Cocaine metabolites	300 ng/ml
Opiate metabolites (1)	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

(1) If immunoassay is specific for free morphine, the initial test level is 25 ng/ml.

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values:

CONFIRMATORY TESTING

Cocaine metabolites	150 ng/ml
<u>Opiates</u>	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
<u>Amphetamines</u>	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml
Benzoylcegonine	

If confirmatory testing results are negative, all samples shall be destroyed and record of the testing expunged from the employee's file.

- 26.10 Alcohol Testing - Alcohol Consumption Disclosure - An employee who has consumed any alcoholic beverage and who is called in on off-duty time will advise his/her supervisor of that consumption.
- 26.11 Medical Review Officer - The Medical Review Officer (MRO) shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. The MRO shall be familiar with the characteristics of test (sensitivity, specificity and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employee.

The role of the MRO will be to review and interpret the positive test results. He/she must examine the alternate medical explanations for any positive test results. This action shall include conducting a medical review with the affected employee, review of the employee's

medical history and review of any other relevant biomedical factors. The MRO must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

- 26.12 Laboratory Results - The laboratory will advise only the employee and the Medical Review Physician of the positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he has completed his view and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.
- 26.13 Testing Program Costs - The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved with the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses including travel incurred involved in the testing procedure only, if outside normal shift schedule.
- 26.14 Union Held Harmless - This drug and alcohol testing program was initiated by the Employer. The Union and its members agree to the program. However, the Union shall be held harmless for the violation of any employee rights arising from the administration of the City's drug and alcohol testing program.
- 26.15 Changes in Testing Procedures - The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to dispute resolution procedures as agreed upon in this contract.
- 26.16 No employee may refuse to take a drug or alcohol screen test when so ordered by a supervisor. No employee may contaminate, tamper with or alter in any way a urine drug/alcohol screen specimen or provide false information when responding to required questions for a drug or alcohol screen test.
- 26.17 Consent Forms - Drug and Alcohol Testing Consent Form (which will apply to all testing but alcohol breath test). A different form for breathalyzer testing will be provided by the Employer.

Article 27 - Military Leave

- 27.1 The City shall pay military leave of up to twenty-one (21) days per year for military service pursuant to RCW 38.40.060.

Article 28 - Seniority

- 28.1 Seniority – An employee's seniority shall be defined as that period from the employee's most recent first day of uniformed full-time compensated work with the Oak Harbor Fire Department, regardless of time served at any fire station location.
- 28.2 Employees with the same date of hire shall be assigned a seniority order, based on the individual's total score from the entire testing process of the Employer (i.e. Civil Service and the Department). The higher the total score, the higher the seniority ranking.

- 28.3 It is understood that a regular full-time employee shall have seniority over a part-time employee regardless of the part-time employee's bargaining unit or departmental seniority.
- 28.4 A seniority list shall be maintained by the Employer and shall be brought up to date prior to January 31st of each year. This list shall be forwarded to the Union President. The list shall show date of hire and date promoted, if any.
- 28.5 Seniority shall prevail in layoffs for all employees who have completed their initial probationary period, provided the senior employee is capable of performing the duties of the less senior employee. No new employee shall be hired until the laid off employees have been given the opportunity to return to work. Employees who are laid off shall be placed on a recall list for a period of three (3) years. Employees, if recalled, shall be recalled in inverse order of their layoff. Recalled employees returning from layoff in excess of one year will be subject to a physician's examination. Employees who are eligible for recall shall be given (30) thirty calendar days' notice of recall sent by registered mail. The recalled employee must notify the City of their intention to return to work within fourteen (14) calendar days of their receipt of the recall notice. The City shall have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the departing employee. It shall be the obligation and responsibility of the employee who was laid off to keep the City informed of their latest mailing address.
- 28.6 During the period that any employee is on an authorized leave of absence without pay, seniority shall accrue. If an employee is on layoff status, seniority shall not accrue. Upon returning to work after such leave or layoff, the employee shall be granted the level of seniority previously accrued.

Article 29 - Jury and Witness Duty

- 29.1 Jury Duty - Employees shall be granted up to four (4) weeks leave with full pay while required to perform jury duty. In order to receive such leave, employees must surrender to the City all compensation except reimbursement for meals and mileage connected with their jury duty. Employees released from jury duty or while waiting to be impaneled shall report to the Chief or his designee for assignment. Any jury duty period beyond four (4) weeks shall be without pay.
- 29.2 Witness Duty - Employees shall be released from duty without loss of pay to appear and testify in court when the matter arose out of the good faith performance of the employee's official duties.

Article 30 – Promotions

- 30.1 Promotional Exams and Lists - All promotions within the bargaining unit shall be by competitive examination, impartial, and relate to those matters which test the candidate's ability to perform the tasks listed in the job description for the position.
- 30.2 In preparation of a promotional exam, the City shall inform the Union of the promotional process. A Union Executive Board representative or designee may, at their option, attend and participate in meetings, to discuss exam content, date, place, and time of exam; and details regarding how the exam(s) will be scored. Such representatives shall not participate in the examination. Announcements for promotional examinations and resource materials for

the examinations shall be posted at each Fire Station fourteen (14) days preceding the examination. Applications received after the closing date will not be considered.

- 30.3 Applicants shall be notified of their rank following approval by the Civil Service Commission.

Article 31 - Physical Fitness

- 31.1 The City and the Union recognize the physical and mental health of bargaining unit employees is of vital importance in fulfilling the responsibilities of the job of Firefighter.
- 31.2 The City and the Union define and establish a Physical Fitness Wellness program for the members of the bargaining unit utilizing the guidelines established in the "Fire Service Joint Labor Management Wellness-Fitness Initiative" which is a partnership between the International Association of Firefighters and the International Association of Fire Chiefs.

The Wellness portion of the program contains an annual medical exam for which all testing, bloodwork, and imaging shall be pre-authorized by their insurance carrier before scheduling the exam. Any remaining costs not covered by insurance are covered by the City. The annual medical exam will include at a minimum:

- A) Medical History Questionnaire
- B) Physical examination by a medical doctor
 - a. Vital signs
 - b. Head, eyes, ears, nose, throat
 - c. Neck
 - d. Cardiovascular
 - e. Pulmonary
 - f. Gastrointestinal
 - g. Genitourinary
 - h. Rectal
 - i. Lymph Nodes
 - j. Neurological
 - k. Musculoskeletal
 - l. Skin
 - m. Respirator screening

All information gathered as a result of the pre-screening and wellness testing process shall remain confidential between the medical or other service provider and the employee. All requests for medical history shall be in accordance with law. The physician shall be allowed to provide the City with information which relates to the employee's medical fitness for duty according to a mutually agreed upon standard set by the Union and the City. The standard is set at 12 METS (see form in Appendix A). This Physical Fitness Program shall be non-punitive.

The Physical Fitness portion of the program will include an annual fitness evaluation that measures at a minimum:

- A) Aerobic Capacity
- B) Muscular Strength
 - a. Grip Strength

- b. Leg Strength
- c. Arm Strength
- C) Muscular Endurance
- D) Flexibility

31.3 Employees will be allowed sixty (60) minutes per shift for physical fitness and up to fifteen (15) minutes to shower and change of clothes, provided said physical fitness conditioning periods shall not interfere with scheduled shift work such as drills, training, inspections or emergency responses. Work-outs will be scheduled by the shift officer, subject to the approval of the Chief. Employees not participating in scheduled physical fitness will use that time performing operational duties and projects.

Article 32 - Non-Discrimination

32.1 The Union and the City agree to provide equal opportunity as to the provisions of this Agreement to all their members and employees. Neither the City nor the Union shall discriminate against any person on the basis of such person's race, sex, marital status, color, creed or religion, national origin, age, veteran status, sexual orientation or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender or any other status protected by state or federal law.

Article 33 - Grievance Procedure

33.1 Purpose. The purpose of this procedure is to provide a process for the prompt and fair resolution of grievances. This procedure shall be the exclusive means of resolving grievances. Nothing in this procedure shall preclude an employee or the Union from resolving disagreements informally; provided, that the resolution is consistent with the terms of this Agreement.

33.2 Definition of Grievances. A grievance is a dispute between the Employer and the Union, on its own behalf or on behalf of an employee(s), over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.

33.3 Time Limits.

33.3.1 Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Union, on behalf of the employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the Employer fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.

33.3.2 The day after the event, act or omission (or in the case of the initial submission of a grievance at Step 1, the day after the employee(s) or Union knew or reasonably should have known of an event, act or omission) shall be the first day of a timeline under this Article. In the event that a time limit under this Article ends on a weekend or holiday, the deadline will be extended automatically to the following Employer business day.

33.3.3 Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.

33.4 Submission of Grievances and Responses.

- 33.4.1 All grievances and requests for arbitration must be submitted to the Employer's Human Resources office, by hard copy or electronic mail. Employer responses will be submitted to the Union's business office by hard copy or electronic mail, with copies to the Union steward and grievant (if applicable).
- 33.4.2 Employees who have not successfully completed their initial probationary period shall not have the right to file grievances under this procedure involving dismissal or demotion.
- 33.4.3 Unless mutually agreed, grievances alleging multiple contract violations that do not arise out of a nucleus of common facts must be submitted, and will be processed, separately.
- 33.4.4 Grievances shall include the following:
- a. the specific provision(s) of the Agreement allegedly violated, misinterpreted or misapplied.
 - b. a statement of the facts upon which the grievance is based, including the date on which the alleged grievance occurred; and
 - c. the remedy sought.
- 33.4.5 Unless mutually agreed, no new issues may be added to a grievance once it has been submitted at Step 1.
- 33.4.6 The Employer and the Union shall supply each other with requested information reasonably needed to facilitate the processing of the grievance. Meetings to discuss any grievance shall be scheduled at mutually convenient times.
- 33.4.7 Process.
- a. Step 1. The Union shall submit the grievance to the Department Head with a copy to Human Resources within ten (10) calendar days of the day the employee(s) or the Union knew or reasonably should have known of the event(s) giving rise to the grievance. The Department Head will respond to the grievance in writing within ten (10) calendar days after receipt.
 - b. Step 2. Should Step 1 fail to resolve the grievance, within ten (10) calendar days following receipt of the Step 1 response, the Union may advance the written grievance to the City Administrator for their consideration. The City Administrator will respond in writing to the grievance within ten (10) calendar days after receipt of the Step 2 grievance.

- c. Step 3. Should Step 2 fail to resolve the grievance, the Union may submit a written demand to mediate the grievance within ten (10) calendar days after its receipt of the City Administrator's Step 2 response.

33.5 Mediation Procedure.

- 33.5.1 If the Union requests mediation, the Union or the City Administrator shall forward a request to the Public Employees Relations Commission (PERC) to assign a mediator from the PERC staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.
- 33.5.2 Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- 33.5.3 The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- 33.5.4 The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining Agreement between the parties, he/she shall reduce the grievance settlement in writing. Said settlement shall not constitute a precedent unless both parties so agree.
- 33.5.5 If the parties to the dispute mutually agree that the mediation is not producing a resolution or if the mediator concludes that further proceedings will not be productive, the mediation will be ended.
- 33.5.6 If mediation fails to settle the dispute, the mediator may not serve as arbitrator in the same matter nor appear as a witness for either party. None of the statements or offers of compromise made in mediation can be used in any future arbitration as evidence against the City or the Employee.

33.6 Arbitration.

- 33.6.1 Arbitrator Selection. The parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within fourteen (14) calendar days of Union's arbitration demand, the Union will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association (AAA), Washington State Public Employment Relations Commission (PERC), or from any other mutually agreed source. Within seven (7) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives will meet or confer to select an arbitrator. The parties will each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a coin flip.
- 33.6.2 Arbitrability. Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Section 1.5.1 to select an arbitrator to rule on the merits of the grievance.

33.6.3 Authority. The arbitrator:

- a. will have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- b. will be limited to their decision to the grievance issue(s) set forth in the original written grievance, unless the parties have agreed to modify it;
- c. will be limited to a period of no more than ninety (90) working days for any award of back pay.

33.6.4 Procedure. Arbitration will take place in accordance with the Labor Arbitration Rules of the AAA, PERC, or other mutually agreed source unless the parties agree otherwise in writing.

33.6.5 Decision. The arbitrator will issue a written decision to the parties within thirty (30) calendar days after the close of the hearing(s) or the submission of post-hearing briefs, whichever is later. The decision of the arbitrator shall be final, conclusive, and binding on the Employer, the Union, and the Employee (s); provided that the decision does not include action by the arbitrator beyond their jurisdiction.

33.6.6 Arbitration Costs.

- a. The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be shared equally between the parties. If one party chooses to use a court reporter, the requesting party shall bear the costs associated with the court reporter. The other party may obtain a copy of the court reporter's report by agreeing to share the cost of the court reporter at the time it makes the request for a copy of the report and transcript, and by paying half the costs charged to produce the report and transcript.
- b. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The cost of any postponement or cancellation based on mutual Agreement will be shared equally by the parties.
- c. Each party is responsible for the costs of its staff representatives, attorneys, witnesses and all other costs related to the development and presentation of its grievance.

Article 34 - Savings Clause

34.1 If any provision of this agreement or any Addendum hereto is declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the City and Union will meet for renegotiation of such unlawful or unenforceable provisions for the purpose of a reasonable and lawful replacement.

Article 35 - Duration

35.1 This Agreement, and all of the terms and conditions herein, shall be the entire collective bargaining Agreement of the parties. It shall become effective and shall remain in full force and effect until December 31, 2025.

Dated this _____ day of _____ 2024.

Mayor
City of Oak Harbor

President
Oak Harbor Firefighters' Local 4504 IAFF

APPENDIX A

WELLNESS FITNESS FORM FOR MEETING THE STANDARD OF 12 METS

Fire Fighter: _____ Physical Exam Confirmation Date: _____

I authorize Broadway Concierge Medicine to release this document to the Oak Harbor Fire Administration. Only information as it relates to Maximal Mets Achieved on the Treadmill Test will be released to the department. Fitness for Duty, as defined by Oak Harbor Fire Department, is determined by the Fire Fighter achieving 12 METs. Information given to the department will note whether Fire Fighter Did Not Meet / Met / Exceeded 12 MET Standard. No other medical information or other personal information or findings of the Wellness/Physical Exam is to be shared with the department and remains confidential between Washington Institute of Sports Medicine & Health, and myself.

Fire Fighter Signature

The physical Exam components include the following:

- ◆ Past Medical/Health History
- ◆ History of Surgeries / Accidents / Hospitalizations / Allergies / Medications / Vaccination Status / Social history / Family Health History
- ◆ General Physical Exam Components: skin / head / eyes / ears / nose / throat / neck / lymph nodes / lings / back / cardiac / pulses / abdomen / GI / GU / rectal / heme / neuro / musculoskeletal / endocrine / genital / extremities

As Part of the overall exam process the following components were assessed:

- ◆ Fasting Blood Chemistry profile
- ◆ Urinalysis
- ◆ Resting EKG
- ◆ Body Composition
- ◆ Functional Movement Screening or Strength Testing
- ◆ Flexibility Tests
- ◆ Pulmonary Function (including FEV1 & VC)
- ◆ Maximal Treadmill Exercise Stress Test with EKG and Hemodynamics (BP)
- ◆ Comprehensive Computerized Health Risk Appraisal

The patient will be given a comprehensive review of findings. Patient will be given a plan of action for lowering specific health risk findings, and improving overall health.

If referral for further evaluation and treatment was indicated by the findings, this was accomplished. The physical exam was performed by a physician.

_____ Did Not Meet / Met / Exceeded the Oak Harbor Fire Department
FITNESS FOR DUTY STANDARD of 12 METS Maximal Functional Capacity on the Maximal Treadmill
Test.

Sincerely,

Physician Signature

APPENDIX B

Confidential Reinstatement Agreement
Oak Harbor Firefighters Union

I, _____, request reinstatement to my former position with the City of Oak Harbor. I understand that my reinstatement to employment is conditional, subject to the following terms:

1. I have successfully completed an approved rehabilitation program at a licensed, approved facility and will actively comply with any and all follow-up requirements as stated by the program mandates.
2. I understand that any future violation of the substance abuse policy, or failure to comply with and complete the follow-up terms of the approved treatment program will result in my immediate termination of employment.
3. I understand and recognize the importance of involving, (if applicable) my spouse, family or the significant other person in my life in the process of my recovery program.
4. I understand and agree that, as a condition to reinstatement, I am expected to meet all established requirements of the policies and procedures and that I will continue to be subject to established procedures for failure to comply with these standards.
5. I understand that my past conduct and my recovery program require that I comply with random drug screening requests during the period of this Agreement. My failure to comply with this section may result in my immediate termination.
6. I understand that I will be subject to the terms of this Reinstatement Agreement for a period of twelve (12) months from the date of my reinstatement. Upon completion of this twelve (12) month period, I will receive a formal, written review of my work performance and recovery progress during such period. This evaluation will determine if the terms of this Agreement have been met, require modification or, if special detailed circumstances warrant, should be extended.

ACKNOWLEDGMENT

I understand and agree that my reinstatement and continued employment are conditioned upon my satisfactory compliance with the terms listed above. I have discussed these terms with my supervisor(s) and understand that, should I fail to comply with the terms of those sections specifically cited or in all other sections not so noted, I will be subject to further disciplinary action, up to and including termination of employment with the City of Oak Harbor.

Date: _____

Employee Signature

Copy received and acknowledged:

Initials _____

Print Name of Employee

APPENDIX C

**DRUG TESTING
CONSENT / RELEASE**

I consent to the collection of a urine sample by _____, and its analysis by _____, for those drugs specified in the Collective Bargaining Agreement.

The laboratory administering the tests will be allowed to release the results to my Employer only after the laboratory's results have been reviewed and interpreted by the Medical Review Physician. The information provided to the Employer shall be only whether the tests were confirmed positive or were negative and not any other results of the test without my written consent.

The laboratory is not authorized to release the results of this test to any other person without my written consent.

I understand that I have the right to my complete tests results and that the laboratory will preserve the sample for at least twelve months. I have the right to have this sample separated at the lab and a portion tested at my expense at a second NIDA Certified laboratory of my choice, in the event the test results are confirmed positive.

I understand that the Employer is requiring me to submit to this testing as a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of a urine sample may result in disciplinary action by the Employer.

I understand that a confirmed positive test may result in a requirement that I undergo rehabilitation.

By signing this consent form, I am not waiving any of my rights under any federal, state or local law, statute, constitution, ordinance, administrative rule or regulation or common law provision. I understand that I have the right to challenge any confirmed positive test result and any Employer action based thereon, by filing a grievance under the Collective Bargaining Agreement.

Date _____

Employee _____

4/24/2024

IAFF Payroll Costing Calculations

<u>Cost (Dollars)</u>			
	2023 (Base)	2024	2025
No Change (STEPS Only)	\$1,587,597	\$1,613,271	\$ 1,646,872.70
Proposal	\$1,587,597	\$1,728,014	\$ 1,790,267.03
<u>Increase</u>			
		2024	2025
Dollars		\$114,743	\$143,394
Percent		7.23%	9.03%



HUMAN RESOURCES

COLLECTIVE BARGAINING AGREEMENT FOR THE FIRE DEPARTMENT

City Council

ACTION

This is to present the proposed labor agreement by and between the City of Oak Harbor Fire Department and IAFF Union, Local 4504.

SUMMARY

- The City of Oak Harbor Mayor's Administration, and the International Association of Firefighters (IAFF), Local 4504, tentatively agreed to a two (2) year collective bargaining agreement for the Fire department.
- The agreement covers the years of 2024 through 2025, to December 31, 2025
- IAFF bargaining unit members voted and approved agreement

NEGOTIATED ITEMS

- **Cost of living adjustment (COLA) of 3% for 2024 and 2.5% for 2025**
- **Market adjustment of 2% for 2024**
- **Adjusted health insurance premium cost share from 80%/20% to 90%/10%**
- **Added vacation buyout in excess of a balance of 160 hours may deposit up to 60 hours one time per year**

1. Article 1 Recognition, updated for clarification.
2. Article 2 Union Membership, added section 2.1.1.
3. Article 3 Union Business, added section 3.2.
4. Article 6 Salary and Wages, updated as noted above for cost of living and market adjustments, updated step increase timing.
5. Article 7 Probation, updated probation period definition.
6. Article 8 Working Out of Classification, updated due to past grievances.
7. Article 9 Hours of Duty, updated to reflect 24-hour shifts and 48/96 schedule.
8. Article 10 Overtime and Call Back, updated to reflect 24-hour shifts and 48/96 schedule.
9. Article 11 Vacation and Leave, removed 12-hour shift accrual, defined annual vacation picks, clarified termination payment, updated transfer of work shift accrual adjustment, and added vacation buyout deposit into deferred compensation plan (DCP).
10. Article 12 Sick Leave, removed 12-hour employee accrual, updated transfer of work shift accrual adjustment, and clarified cash out of sick leave.



MINOR CHANGES AND ADJUSTMENTS

11. Article 13 Light or Modified Duty, updated definition and description.
12. Article 14 Compensatory Time, decreased maximum accrual from 160 hours to 96 hours, updated when used, and added may deposit into a Deferred Compensation Plan (DCP).
13. Article 15 Separation, added 15.2.
14. Article 16 Clothing and Equipment, updated personal protective equipment (PPE) and clothing.
15. Article 18 Shift Trade, updated definition and description.
16. Article 20 Insurance, section 20.3 adjusted the health insurance premium cost share and added reference to Health Reimbursement Arrangement/Voluntary Employees Beneficiary Association (HRA VEBA).
17. Article 21 Education/Training/Certification, removed 21.3 and added 21.4.
18. Article 28 Seniority, added 28.3.
19. Article 30 Promotions, created.
20. Article 31 Physical Fitness, updated.



MINOR CHANGES AND ADJUSTMENTS

COSTING FOR FIRE DEPARTMENT

<u>Cost (Dollars)</u>			
	2023 (Base)	2024	2025
No Change (STEPS Only)	\$1,587,597	\$1,613,271	\$ 1,646,872.70
Proposal	\$1,587,597	\$1,728,014	\$ 1,790,267.03
<u>Increase</u>			
		2024	2025
Dollars		\$114,743	\$143,394
Percent		7.23%	9.03%



COLLECTIVE BARGAINING AGREEMENTS FOR THE FIRE DEPARTMENT

Questions?

RECOMMENDED ACTIONS

Authorize the Mayor to sign the labor agreement by and between the City of Oak Harbor and the International Association of Firefighters (IAFF) Union, Local 4504.

Thank you!

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 4.d.
Date: April 2, 2024
Subject: Purchase Authorization- Police
Fleet Vehicles

FROM: Chief Tony Slowik, and Sandra Place, Central Services Manager

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

A motion authorizing staff to purchase two (2) 2024 Chevrolet Blazer EV and one (1) Ford F-150 Lightning pickup from State Contract number 05916 in the amount not to exceed \$250,000.00 and an additional \$30,000.00 for outfitting.

BACKGROUND / SUMMARY INFORMATION

The 2023-2024 biennial budget includes funds to replace seven (7) police fleet vehicles.

On August 3, 2023, staff presented, and the City Council approved five of the seven that were ready to be replaced, and they have been ordered twice and canceled twice.

On July 11, 2023, staff presented, and the City Council approved the remaining two police fleet vehicles to be replaced. They have been ordered and canceled as well.

Staff has continued to find replacement solutions as the manufacturing and distribution of these vehicles are still limited. Communication with the State of Washington DES

and with the State of Arizona State Procurement Office vendors are ongoing, as well as searching local dealerships and networking with other agencies are always in motion.

Several options have been considered, such as ordering gas engines or waiting until hybrid engines are produced again, which would require increasing the operations and maintenance costs, or moving in a different direction by ordering a different type of police-rated vehicle.

Therefore, staff are proposing to move in a new direction by continuing to move to electric vehicles to save on operational costs.

Estimated Chevy Blazer EV Replacement Cost:

Vehicle cost

- Estimate \$65,000.00

Outfitting cost

- Estimate \$15,000.00
- Includes light bar and striping/wrap

Radio cost

- Estimate \$8,000.00
- Encrypted

Total \$88,000.00 each

Estimated Ford F-150 Lightning Replacement Cost:

Vehicle cost

- Estimate \$50,000.00

Outfitting cost

- Estimate \$15,000.00
- Includes light bar and striping/wrap

Radio cost

- Estimate \$8,000.00
- Encrypted

Total \$73,000.00 each

By purchasing from the State Contract, the City fulfills our bidding obligations as required by City ordinance and saves costs by allowing the State to perform the bidding process.

Lastly, by purchasing these EV models, the City to fulfill the RCW requiring all local government subdivisions of the state, to the extent determined practicable by the rules adopted by the Department of Commerce (DOC), pursuant to RCW 43.325.080, are required to satisfy 100% of their fuel usage for operating publicly owned vessels, vehicles, and construction equipment from electricity or biofuel.

LEGAL AUTHORITY

FISCAL IMPACT

There is no fiscal impact from the previous authorization.

The funding for this replacement has been set aside in the Equipment Rental Replacement Fund and has been continually accruing replacement funds each year when the vehicles are not replaced.

2023 replacement fund balance \$525,000.00

2024 replacement fund balance \$602,845.00

2025 replacement fund balance \$690,693.00 (projected delivery year)

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [PowerPoint Presentation](#)
2. [2024 Workshop PowerPoint Presentation](#)
3. [2022 Workshop PowerPoint Presentation](#)

PURCHASE AUTHORIZATION- POLICE FLEET VEHICLES

City Council Meeting

PREVIOUS MOTIONS

- A motion authorizing staff to purchase two (2) 2024 Ford Police Interceptor AWD SUV Hybrids from State Contract number 05916 in the amount not to exceed \$100,000.00 and an additional \$56,000.00 for outfitting.
- A motion authorizing staff to purchase five (5) 2022 Ford Police Interceptor AWD SUV Hybrids from State Contract number 05916 in the amount not to exceed \$250,000.00 and an additional \$100,000.00 for outfitting.
- New motion necessary to change direction.

NEW MOTION

- A motion authorizing staff to purchase two (2) 2024 Chevrolet Blazer EV and one (1) Ford F-150 Lightning pickup from State Contract number 05916 in the amount not to exceed \$250,000.00 and an additional \$30,000.00 for outfitting.

POLICE FLEET UPDATE

City Council Workshop

3/27/2024



2022-2023 REPLACEMENT HISTORY

2022 Budgeted Replacements

P-13	2015 Ford SUV Patrol Vehicle
P-14	2015 Ford SUV Patrol Vehicle

2023 Scheduled Replacements

P-02	2016 Ford SUV Patrol Vehicle
P-03	2016 Ford SUV Patrol Vehicle
P-17	2016 Ford SUV Patrol Vehicle
P-18	2016 Ford SUV Patrol Vehicle
P-19	2016 Ford SUV Patrol Vehicle

CITY COUNCIL APPROVAL

- August 3, 2022-approval to purchase five Ford Hybrid SUV vehicles
 - Cancelled by Ford
 - Reordered again in 2023, cancelled a second time
- July 11, 2023-approval to purchase two Ford Hybrid SUV vehicles
 - Cancelled by Ford
- December 6, 2023
 - Approved a purchasing co-op with the State of Arizona to increase buying power for fleet vehicles

SOLUTION DEVELOPMENT

- Communication with the State of Washington DES vendor
- Communicating with the State of Arizona State Procurement Office vendor
- Searching local dealerships
- Networking with other agencies



CHANGING DIRECTION

- **OPTION #1** – Order gas engines and increase O&M
- **OPTION #2** – Wait until hybrid engines are produced again and increase O&M costs for potential failures
- **OPTION #3** – Order two Chevrolet EV Blazers and one F-150 Lighting Pickup to replace three SUVs to see if they will work for OH



PROPOSED REPLACEMENT CHEVROLET BLAZER EV



- State Contract Pricing
\$65,000.00
- Outfitting cost
 - \$15,000.00
 - Includes light bar and striping
 - Existing equipment does not transfer over
 - Radio \$8,000.00
- Blazer Total \$88,000.00

PROPOSED REPLACEMENT F-150 LIGHTING PICKUP

- **State Contract Pricing**
\$50,000.00
- **Outfitting cost**
 - **\$15,000.00**
 - **Includes light bar and striping**
 - **Existing equipment does not transfer over**
 - **Radio \$8,000.00**
- **F-150 Total \$73,000.00**

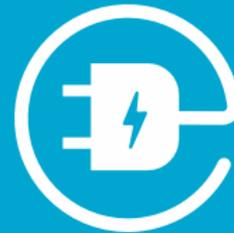


FUNDING

- Funding is available in the Equipment Rental Replacement Fund for these seven (7) vehicles
 - Continual accrual of replacement funds each year vehicles are not replaced
- 2023 replacement fund balance \$525,000.00
- 2024 replacement fund balance \$602,845.00
- 2025 replacement fund balance \$690,693.00

INFRASTRUCTURE-PSE GRANT

- City owns one level two charging station at the Police Department
- PSE grant application completed for additional charging ports



PROPOSED ACTION

- **April 2, 2024, City Council meeting to change the motion verbiage for the purchase authorization with a not to exceed amount**

QUESTIONS

2022 POLICE FLEET VEHICLE REPLACEMENTS



City Council Workshop

7/20/2022

CAPITAL EQUIPMENT AUTHORIZATION

- Replacements are approved by City Council during bi-annual budget process
 - **Detailed list of vehicles and anticipated replacement costs are provided**
- OHMC requires formal bids for purchases over \$50,000, City Council approval mandatory

WHAT TO PURCHASE AS A REPLACEMENT

- Current and future needs?
- What is available on the market?
- Are special features required?
- Could a smaller, more economical vehicle be used?
- Would a vehicle/equipment from a more centralized “motor pool” be more cost effective?
- Would a multi-use vehicle be a good fit?
- **Is there an EV option available?**
 - Effective June 1, 2018, all local government subdivisions of the state, to the extent determined practicable by the rules adopted by the Department of Commerce (DOC), pursuant to RCW 43.325.080, are required to satisfy 100% of their fuel usage for operating publicly owned vessels, vehicles, and construction equipment from electricity or biofuel.



REPLACEMENT PURCHASING PROCESS

- **State & Federal Contract**
 - State's formal bid process meets City requirements
 - Benefit of "bulk" purchases
- **Interlocal Purchasing Agreement**
- **Bids**
 - OHMC requires formal bids for purchases over \$50,000
 - Under \$50,000 must obtain informal quotes
- **Sole Source**
 - Single source or supplier



POLICE
DEPARTMENT

FORD SUV
HYBRID PATROL
CAR
REPLACEMENTS



2022-2023 REPLACEMENTS

2022 Budgeted Replacements

P-13	2015 Ford SUV Patrol Vehicle
P-14	2015 Ford SUV Patrol Vehicle

2023 Scheduled Replacements

P-02	2016 Ford SUV Patrol Vehicle
P-03	2016 Ford SUV Patrol Vehicle
P-17	2016 Ford SUV Patrol Vehicle (Does not meet replacement criteria)
P-18	2016 Ford SUV Patrol Vehicle
P-19	2016 Ford SUV Patrol Vehicle (Does not meet replacement criteria)

HYBRID FUEL SAVINGS

P-19 Regular
1,139 Gallons per year

Responsive to Your Budget

Purpose-built for the police duty cycle, the 2021 Ford Police Interceptor® Utility's hybrid powertrain can offer significant potential fuel savings compared to traditional police vehicles. Its lithium-ion hybrid battery can also provide added benefits when considering the unique idling demands of day-to-day police use. See just how these potential savings can benefit your community by using this convenient calculator.

P-07 Hybrid
866 Gallons per year



2018 Police Interceptor Utility
3.7L AWD

$$\begin{aligned} & 20,000 \text{ miles driven per year} \\ & \div 17 \text{ mpg}^2 \text{ (EPA-estimated Combined rating)} \\ & \hline & = 1,176 \text{ Gallons of fuel consumed per year} \end{aligned}$$



2021 Police Interceptor Utility
Standard HEV AWD

$$\begin{aligned} & 20,000 \text{ miles driven per year} \\ & \div 24 \text{ mpg}^1 \text{ (projected EPA-estimated Combined rating)} \\ & \hline & = 833 \text{ Gallons of fuel consumed per year} \end{aligned}$$

While driving, the 2021 Police Interceptor Utility potentially saves **343** gallons of fuel per year.

OAK HARBOR'S FUEL SAVINGS

Your Total Potential Savings

Here's how the numbers break down.



As you can see, the Ford 2020 Police Interceptor Utility hybrid could provide a positive impact on your fleet, your community and your budget. If you'd like to discuss it with other members of your organization, feel free to print out your results and share them with your department.

Print Results

Start Over

Number of Vehicles	1 vehicles
Miles/Vehicle Per Year	12,000 miles
Shifts Per Day	1 shifts
Idle Hours Per Shift	8.0 idle hour
Your Fuel Cost Per Gallon	\$4.00/gallon
Pounds of CO ₂ Saved <input type="checkbox"/>	17,097 lbs
Gallons of Fuel Saved <input type="checkbox"/>	967 gallons
Fuel Cost Savings <input type="checkbox"/>	\$3,868

Your Total Fleet

1

Vehicles

\$3,868

Total Potential Savings

17,097

Lbs of CO₂

Potential Yearly Savings Per Vehicle

1

Vehicles

\$3,868

Potential Savings

17,097

Lbs of CO₂

Multiply 9 patrol cars - the potential savings could be \$34,812.00 a year in just fuel



OAK HARBOR'S IDLE TIME SAVINGS

Even greater potential savings come into play when we contrast the two vehicles while stopped at idle.

While on duty, even at idle, police vehicles must constantly keep their engines running to power lighting packages, radios, computers and other electrical equipment. Ford data shows that police vehicles spend approximately 61 percent of each shift at engine idle,³ roughly 4.9 hours for every 8-hour shift.

The 2021 Ford Police Interceptor Utility reduces gas engine idle time by powering its electrical load using the lithium-ion hybrid battery. This allows the engine to run less, now intermittently called upon to top off the battery.

2018 Police Interceptor Utility 3.7L AWD	2021 Police Interceptor Utility Standard HEV AWD
4.9 hours idling per 8-hour shift	4.9 hours idling per 8-hour shift
X .465 gallons of fuel consumed per hour ⁴	X .204 gallons of fuel consumed per hour ⁴
X 2 shifts per day	X 2 shifts per day
X 365 days per year	X 365 days per year
= 1,663 gallons of fuel consumed per year	= 730 gallons of fuel consumed per year

At idle, the 2021 Police Interceptor Utility potentially saves **933** gallons of fuel per year.

Oak Harbor saved \$1,960.00 a year that we do not idle

490 gallons of fuel per year (picture shows data for 2 shifts)

Multiply 9 patrol cars-the potential savings could be \$17,640.00 a year in just idle time

Total Savings- \$52,452.00 year



ENVIRONMENTALLY FRIENDLY

In total, comparing the two, the 2021 Ford Police Interceptor Utility potentially saves:

An estimated **343** gallons of fuel per year while driving.

(+) An estimated **933** gallons per year saved while vehicle is at idle.

(=) An estimated **1,276** total gallons saved per year.

That's **\$3,509** in potential savings per vehicle, per year. (Assuming an example gas price of \$2.75 per gallon.)

And a potential **25,560 lbs.** of CO₂ output⁵ reduced per vehicle, per year.

Oak Harbor is saving approximately 17,097 lbs.

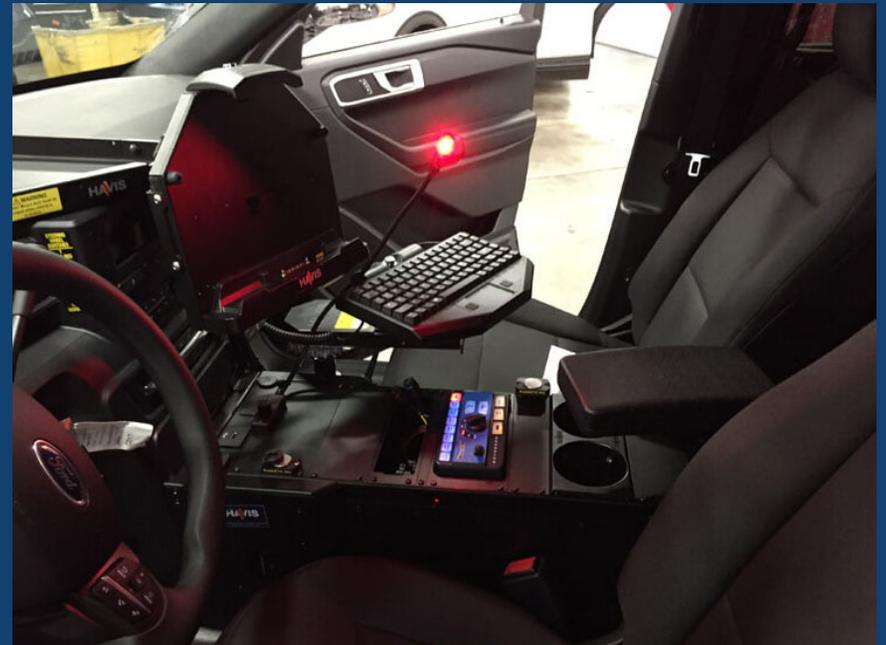
LOWER MAINTENANCE COSTS

- Less maintenance due to less engine hours
- 2/3 less oil changes
- Brakes are regenerative – which reduces brake pad wear and tear



REPLACEMENT COST

- Vehicle cost
 - Estimate \$47,000.00
 - Hybrid option is \$5,000.00
- Outfitting cost
 - Estimate \$20,000.00
 - Includes light bar and striping
 - Existing equipment does not transfer over
- Radio cost
 - Estimate \$8,000.00
 - Encrypted
- **Total \$75,000.00 each**
- Funding available in the Equipment Rental Replacement Fund



PROPOSED ACTION

- Replace the budgeted two (2) patrol vehicles for 2022
- Pre-order the additional three (3) patrol vehicles for 2023
 - Turn around on last patrol vehicle was 12 months
- August 3, 2022, City Council meeting for purchase authorization with a not to exceed amount
 - State Contract for Hybrid SUV's open on August 1st



QUESTIONS

City of Oak Harbor
City Council Agenda Bill

Bill No. 4.e.
Date: April 2, 2024
Subject: Resolution 24-14 Supporting the North Whidbey Pool, Park and Recreation District request to place the formation of a Metropolitan Park District on an Island County Special Election Ballot

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Motion to approve Resolution 24-24 Supporting the North Whidbey Pool, Park, and Recreation District request to place the formation of a Metropolitan Park District on an Island County special election ballot.

BACKGROUND / SUMMARY INFORMATION

The Board Chair and the Executive Director of the North Whidbey Pool, Park, and Recreation District (NWPPRD) requested time for and gave a presentation of the formation of a Metropolitan Park District (MPD) at the City Council meeting of March 19, 2024.

The NWPPRD submitted a draft resolution seeking the City's approval to form a Metropolitan Park District (MPD).

To place this item on the ballot without a petition of registered voters, NWPPRD needs approval by the Oak Harbor City Council via the attached resolution and approval from the Island County Board of County Commissioners. Approval to place the MPD on the ballot can also be done by petition of 15% of the voters. An MPD only requires approval by a simple majority of voters, after which the MPD's legislative body may impose permanent property taxes. By comparison, NWPPRD only imposes property tax levies for six years at a time, subject to 60% voter approval. An MPD will have more powers and taxing authority than the current NWPPRD.

At the March 19, 2024 meeting, members of the City Council voiced support for a resolution to be placed on an upcoming ballot. Staff has drafted a resolution of support for Council approval.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

City Council meeting of March 19, 2024

ATTACHMENTS

1. [Resolution 24-14](#)

RESOLUTION 24-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAK HARBOR,
WASHINGTON, SUPPORTING THE NORTH WHIDBEY POOL, PARK, AND
RECREATION DISTRICT REQUEST TO PLACE THE FORMATION OF A
METROPOLITAN PARK DISTRICT ON AN ISLAND COUNTY
SPECIAL ELECTION BALLOT

WHEREAS, the North Whidbey Pool, Park, and Recreation District (NWPPRD) was formed by the citizens of the District in 1977; and

WHEREAS, Chapter 35.61 Revised Code of Washington (RCW) allows the formation of Metropolitan Park Districts (MPD) in territory located in portions or all of a city; and

WHEREAS, RCW 35.61.010 provides that "[a] metropolitan park district may be created for the management, control, improvement, maintenance, and the acquisition of parks, parkways, boulevards, and recreational facilities; and

WHEREAS, the Board Chair and Executive Director of the NWPPRD addressed the Oak Harbor City Council on their proposal to establish a Metropolitan Park District (MPD) and, in doing so, establish stable, long-term funding to ensure the continued maintenance and operation of the John Vanderzicht Memorial Pool and Clover Valley Park, as well as the continued development of long-term recreational programs, facilities, and parks for residents of North Whidbey; and

WHEREAS, the City of Oak Harbor lies within the boundary of the proposed MPD; and

WHEREAS, the City of Oak Harbor is dedicated to collaborating with various organizations to ensure the provision of park and recreational programs and facilities for its residents, while being mindful of equitable distribution of financial responsibilities among all stakeholders.

WHEREAS, the City of Oak Harbor supports presenting the question of formation to the voters.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Request for Special Election. The City of Oak Harbor, Washington, hereby requests the Island County Council, through the Department of Records and Elections, call a special election to run in conjunction with the August 2024 Primary Election, for the purpose of placing on the ballot the following proposition regarding the formation of a Metropolitan Park District:

Proposition ____ : Island County Ordinance No. ____ and City of Oak Harbor Resolution 24-14 jointly propose the creation of the North Whidbey Pool, Park, and Recreation Metropolitan District (MPD) with boundaries coterminous as the North Whidbey Pool, Park and Recreation District (District) and encompass the City of Oak Harbor, Fire Protection District. If approved, this proposition would create a metropolitan park district with all the powers provided in Chapter 35.61 RCW, including, but not limited to, the authority to levy a general tax on all property located in the District each year not to exceed seventy-five cents per thousand dollars of assessed valuation. The District shall be governed by a five member board of commissioners to be elected at large.

For the formation of a metropolitan park district to be governed by a five-member board of commissioners to be elected at large.

Against the formation of a metropolitan park district.

Section 2. Boundaries of the North Whidbey Pool, Park, and Recreation Metropolitan District. The boundaries of the North Whidbey Pool, Park, and Recreation Metropolitan District Metropolitan Park District shall encompass the City of Oak Harbor and North Whidbey Fire Protection District No. 2, as fully described in Attachment A, attached hereto and incorporated by reference.

PASSED BY THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS _____ DAY OF _____, 2024.

Veto
Approve

THE CITY OF OAK HARBOR

By: _____

Ronnie Wright, Mayor

Dated: _____

Attest:

Julie Nester, City Clerk

Approved as to Form:

Hillary Evans, City Attorney

ATTACHMENT A

Legal Description for the proposed North Whidbey Pool, Park, and Recreation Metropolitan District, the boundaries of which are coterminous with the North Whidbey Pool, Park, and Recreation District.

Beginning at the Northwest corner of Section 24, Township 32 North, Range 1 West, W.M., Which is also the shoreline at Whidbey Island and Straits of Juan de Fuca. Thence East along the North Line of Section 24 to the Northwest Corner of the Powers Donation Land Claim; Thence South along the West Line of Powers Donation Land Claim to the Southwest Corner of the Donation Land Claim, which is also the Southwest Corner of Section 19, Township 32 North, Range 1 East, W.M.; Thence Easterly, Northerly, and Easterly along the South Line of the Powers Donation Land Claim and the North Line of the Lans Hale Donation Land Claim to the West Line of the Holbrook Donation Land Claim, which is the Center Line of a County Road known As Zylstra Road; Thence Northerly along the Center Line of Zylstra Road to the South Line of Section 18, Township 32 North, Range 1 East, W.M.; Thence, Easterly along the South Line of Sections 18, 17, and 16, Township 32 North, Range 1 East, W.M. to a point on the South Line of Section 16 and the East Line of the Jacob Smith Donation Land Claim projected Northerly Meet; Thence, South to the Northeast Corner of the Jacob Smith Donation Land Claim; Thence South along the East Line of the Jacob Smith Donation Land Claim to the East West Center Line of Section 2, Township 32 North, Range 1 East, W.M. Thence Easterly along the Center Line of Section 21, to the West Boundary of the J. Condra Donation Land Claim; Thence South along the West Line of the J. Condra Donation Land Claim to the Center of Penn Cove. Thence North- easterly along the Center of Penn Cove to the Center of Saratoga Passage; Thence Northerly along the Center of Saratoga Passage and Skagit Bay to a point where the Center of Skagit Bay and the Channel of Deception Pass meet. Thence Westerly following the Channel of Deception Pass to the North-South Center Line of the Straits of Juan de Fuca. Thence South along the Center Line of the Strait of Juan de Fuca to the North Line of Section 24, Township 32 North, Range 1 West, W.M. projected Westerly; Thence East to the Point of Beginning.

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 4.f.
Date: April 2, 2024
Subject: Appointment: Arts
Commission, Position 4 -
Valerie Steely

FROM: Ronnie Wright, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Approve the mayoral appointment of Valerie Steely to Arts Commission Position 4 to fill an unexpired term ending December 31, 2026.

BACKGROUND / SUMMARY INFORMATION

Due to a member's resignation, a vacancy exists for Arts Commission Position 4. The current term for Position 4 is January 1, 2024 to December 31, 2026. This appointment will fill Position 4 for the remainder of the unexpired term.

LEGAL AUTHORITY

Chapter 2.29, OHMC

FISCAL IMPACT

n/a

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

n/a

ATTACHMENTS

1. [Valerie Steely application](#)

From: noreply@civicplus.com
To: [Julie Nester](#); [Macalle Finkle](#); [Brian Smith](#)
Subject: Online Form Submission #21012 for Boards & Commissions Application
Date: Thursday, July 27, 2023 5:53:13 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Boards & Commissions Application

First Name	Valerie
Last Name	Steely
E-mail Address	[REDACTED]
Primary Phone Number	[REDACTED]
Work Phone	[REDACTED]
Address	1680 NE 7th Ct.
City, State and Zip	Oak Harbor WA 98277
Resident in Oak Harbor City limits?	Yes
If Resident of City Limits, how long?	4 years
Are you a business owner?	No
Which Board, Commission or Committee would you like to serve on?	Arts Commission
Are you related to anyone employed by the City (including as a contractor or vendor) or serving on City Council or another board/commission/committee?	No
If yes, please explain:	<i>Field not completed.</i>
Current / Former Occupation & Work Experience	Office Manager Bayshore Chiropractic
Resume	<i>Field not completed.</i>

Education / Special Qualifications / Interests / Activities	AA Fine Arts, AA in Health and applied Sciences major Medical Assisting
---	--

Community Involvement	I have participated in several community and local art events in my short time here in Oak Harbor. My children and I helped Sooz Konopik paint the mural at the Oak Harbor Café and Lounge.
-----------------------	---

Other General Comments	<i>Field not completed.</i>
------------------------	-----------------------------

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**City of Oak Harbor
City Council Agenda Bill**

Bill No. 4.g.
Date: April 2, 2024
Subject: Appointment: Community
Police Advisory Board, Position
1 - Melinda Buchanan

FROM: Ronnie Wright, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Approve the mayoral appointment of Melinda Buchanan to Community Police Advisory Board Position 1 for a term of April 2, 2024, through December 31, 2025.

BACKGROUND / SUMMARY INFORMATION

The Community Police Advisory Board (CAB) has not been active for many years, and all member terms have expired. Police Chief Slowik is working to reconvene the CAB and has solicited interest from community members.

Additionally, staff is drafting revisions to the Oak Harbor Municipal Code provisions and bylaws relating to the CAB to be consistent with the adopted uniform policies. These proposed amendments will be brought before the City Council for consideration at a future date.

This appointment will fill Position 1 through December 1, 2025, consistent with the uniform policy.

LEGAL AUTHORITY

Chapter 2.50, OHMC

FISCAL IMPACT

n/a

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

n/a

ATTACHMENTS

1. [Melinda Buchanan application](#)

From: noreply@civicplus.com
To: [Julie Nester](#); [Macalle Finkle](#); gcaufmann@oakharbor.org
Subject: Online Form Submission #11523 for Boards & Commissions Application
Date: Friday, March 10, 2023 2:56:29 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Boards & Commissions Application

First Name	MELINDA
Last Name	BUCHANAN
E-mail Address	[REDACTED]
Primary Phone Number	[REDACTED]
Work Phone	[REDACTED]
Address	665 SE Pioneer Way
City, State and Zip	Oak Harbor
Resident in Oak Harbor City limits?	No
Are you a business owner?	Yes
Which Board, Commission or Committee would you like to serve on?	Arts Commission
Are you related to anyone employed by the City (including as a contractor or vendor) or serving on City Council or another board/commission/committee?	No
If yes, please explain:	<i>Field not completed.</i>
Current / Former Occupation & Work Experience	owner to pamelas legacy gift shop a consignment shop for artists
Resume	<i>Field not completed.</i>
Education / Special Qualifications / Interests /	highschool some college

Activities

Community Involvement

ambassador for the chamber of commerce and volunteer for a variety of projects

Other General Comments

i am always looking for ways to help improve oak harbor as whole because this is "OUR HOME" my home where my kids are going to grow up and raise a family. i have offered to help clean up the city with trash and graffiti and whatever else i can do.

Email not displaying correctly? [View it in your browser.](#)

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 4.h.
Date: April 2, 2024
Subject: Appointment: Community
Police Advisory Board, Position
2 - River Powers

FROM: Ronnie Wright, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Approve the mayoral appointment of River Powers to Community Police Advisory Board Position 2 for the term April 2, 2024, through December 31, 2026.

BACKGROUND / SUMMARY INFORMATION

The Community Police Advisory Board (CAB) has not been active for many years, and all member terms have expired. Police Chief Slowik is working to reconvene the CAB and has solicited interest from community members.

Additionally, staff is drafting amendments to the Oak Harbor Municipal Code provisions and bylaws relating to the CAB to be consistent with the adopted uniform policies. The proposed amendments will be brought before the City Council for consideration at a future date.

This appointment will fill Position 2 through December 1, 2026, consistent with the uniform policy.

LEGAL AUTHORITY

Chapter 2.50, OHMC

FISCAL IMPACT

n/a

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

n/a

ATTACHMENTS

1. [River Powers application](#)

From: noreply@civicplus.com
To: [Julie Nester](#); [Macalle Finkle](#); [Meg Massey](#)
Subject: Online Form Submission #37218 for Boards & Commissions Application
Date: Sunday, March 17, 2024 3:21:29 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Boards & Commissions Application

First Name	River
Last Name	Powers
E-mail Address	[REDACTED]
Primary Phone Number	[REDACTED]
Work Phone	[REDACTED]
Address	1382 NE O'Leary St
City, State and Zip	Oak Harbor, WA 98277
Resident in Oak Harbor City limits?	Yes
If Resident of City Limits, how long?	25 yrs
Are you a business owner?	Yes
Which Board, Commission or Committee would you like to serve on?	Police Community Advisory Board
Are you related to anyone employed by the City (including as a contractor or vendor) or serving on City Council or another board/commission/committee?	No
If yes, please explain:	<i>Field not completed.</i>
Current / Former Occupation & Work Experience	Financial Advisor
Resume	2024 Police Advisory Board.docx

Education / Special Qualifications / Interests / Activities	BA from ASU 1992. Born and raised in Oak Harbor--strong sense of commitment to this community.
---	--

Community Involvement	Avid Oak Harbor community volunteer since 1999
-----------------------	--

Other General Comments	Thank you for your consideration
------------------------	----------------------------------

Email not displaying correctly? [View it in your browser.](#)

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 4.i.
Date: April 2, 2024
Subject: Appointment: Community
Police Advisory Board, Position
3 - Rachel Paul

FROM: Ronnie Wright, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Approve the mayoral appointment of Rachel Paul to Community Police Advisory Board Position 3 for the term April 2, 2024, through December 31, 2025.

BACKGROUND / SUMMARY INFORMATION

The Community Police Advisory Board (CAB) has not been active for many years, and all member terms have expired. Police Chief Slowik is working to reconvene the CAB and has solicited interest from community members.

Additionally, staff is drafting amendments to the Oak Harbor Municipal Code provisions and bylaws relating to the CAB to be consistent with the adopted uniform policies. The proposed amendments will be brought before the City Council for consideration at a future date.

This appointment will fill Position 3 through December 1, 2025, consistent with the uniform policy.

LEGAL AUTHORITY

Chapter 2.50, OHMC

FISCAL IMPACT

n/a

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

n/a

ATTACHMENTS

1. [Rachel Paul application](#)

From: noreply@civicplus.com
To: [Julie Nester](#); [Macalle Finkle](#); [Meg Massey](#)
Subject: Online Form Submission #36541 for Boards & Commissions Application
Date: Saturday, March 9, 2024 1:52:41 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Boards & Commissions Application

First Name	Rachel
Last Name	Paul
E-mail Address	[REDACTED]
Primary Phone Number	[REDACTED]
Work Phone	<i>Field not completed.</i>
Address	2130 Fairway Ln
City, State and Zip	Oak Harbor, WA 98277
Resident in Oak Harbor City limits?	No
Are you a business owner?	No
Which Board, Commission or Committee would you like to serve on?	Police Community Advisory Board
Are you related to anyone employed by the City (including as a contractor or vendor) or serving on City Council or another board/commission/committee?	No
If yes, please explain:	<i>Field not completed.</i>
Current / Former Occupation & Work Experience	Western Washington University
Resume	Rachel Paul Resume 2024.docx
Education / Special Qualifications / Interests /	PhD. Political Science; Core Competency Certification Washington Dept. of Health; Interested in intersection

Activities	Mental Health, Drug Addiction and Homelessness
Community Involvement	Volunteer experience: OHSD Schools, Soroptomist Int'l, Mothers Aligned for Medical Advocacy (Ohio), Literacy Campaigns
Other General Comments	<i>Field not completed.</i>

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**City of Oak Harbor
City Council Agenda Bill**

Bill No. 4.j.
Date: April 2, 2024
Subject: Appointment: Community
Police Advisory Board, Position
4 - Brian Hunt

FROM: Ronnie Wright, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Approve the mayoral appointment of Brian Hunt to Community Police Advisory Board Position 4 for the term April 2, 2024, through December 31, 2026.

BACKGROUND / SUMMARY INFORMATION

The Community Police Advisory Board (CAB) has not been active for many years, and all member terms have expired. Police Chief Slowik is working to reconvene the CAB and has solicited interest from community members.

Additionally, staff is drafting amendments to the Oak Harbor Municipal Code provisions and bylaws relating to the CAB to be consistent with the adopted uniform policies. The proposed amendments will be brought before the City Council for consideration at a future date.

This appointment will fill Position 4 through December 1, 2026, consistent with the uniform policy.

LEGAL AUTHORITY

Chapter 2.50, OHMC

FISCAL IMPACT

n/a

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

n/a

ATTACHMENTS

1. [Brian Hunt application](#)

From: noreply@civicplus.com
To: [Julie Nester](#); [Macalle Finkle](#); [Meg Massey](#)
Subject: Online Form Submission #36436 for Boards & Commissions Application
Date: Thursday, March 7, 2024 3:54:14 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Boards & Commissions Application

First Name	Brian
Last Name	Hunt
E-mail Address	[REDACTED]
Primary Phone Number	[REDACTED]
Work Phone	[REDACTED]
Address	1 Wildcat Way
City, State and Zip	Oak Harbor
Resident in Oak Harbor City limits?	No
Are you a business owner?	No
Which Board, Commission or Committee would you like to serve on?	Police Community Advisory Board
Are you related to anyone employed by the City (including as a contractor or vendor) or serving on City Council or another board/commission/committee?	No
If yes, please explain:	NA
Current / Former Occupation & Work Experience	Facilities Director OHPS - 30 years Retired Navy
Resume	<i>Field not completed.</i>
Education / Special Qualifications / Interests /	Tactical/security training-US Navy. Military/Civillian leadership./ School safety

Activities

Community Involvement

Board of Directors- Habitat for Humanity Capital
planning Board- Pacific Northwest Naval air Museum

Other General Comments

Wife is principal of Broadview Elementary, and we are
community focused towards safety and well-being of
students.

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City of Oak Harbor
City Council Agenda Bill

Bill No. 4.k.
Date: April 2, 2024
Subject: Appointment: Marina Advisory
Commission, Position 4 -
Joshua Ray

FROM: Ronnie Wright, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Approve the mayoral appointment of Joshua Ray to Marina Advisory Commission Position 4 to fill an unexpired term ending December 31, 2026.

BACKGROUND / SUMMARY INFORMATION

Due to a member's resignation, a vacancy now exists for Marina Advisory Commission Position 4. The current term for Position 4 is January 1, 2024 to December 31, 2026. This appointment will fill Position 4 for the unexpired term.

LEGAL AUTHORITY

Chapter 2.38, OHMC

FISCAL IMPACT

n/a

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

n/a

ATTACHMENTS

1. [Joshua Ray application](#)

From: noreply@civicplus.com
To: [Julie Nester](#); [Macalle Finkle](#); [Christopher Sublet](#)
Subject: Online Form Submission #35555 for Boards & Commissions Application
Date: Thursday, February 22, 2024 9:18:25 PM

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Boards & Commissions Application

First Name	Joshua
Last Name	Ray
E-mail Address	[REDACTED]
Primary Phone Number	[REDACTED]
Work Phone	<i>Field not completed.</i>
Address	1266 Tomren Lane
City, State and Zip	Oak Harbor, WA 98277
Resident in Oak Harbor City limits?	No
Are you a business owner?	Yes
Which Board, Commission or Committee would you like to serve on?	Marina Advisory Committee
Are you related to anyone employed by the City (including as a contractor or vendor) or serving on City Council or another board/commission/committee?	No
If yes, please explain:	<i>Field not completed.</i>
Current / Former Occupation & Work Experience	Executive at tech firm and owner of Puget Sound Golf Club in Oak Harbor
Resume	<i>Field not completed.</i>
Education / Special Qualifications / Interests /	MBA. Love sailing and interested in ensuring the marina stays healthy and viable into the future. Enjoy the

Activities

Thursday night races.

Community Involvement

Board member for Big Brother Big Sister Island County. Spend about 10 hours a week working with my church youth group and providing community service. Sponsor many community events (Miss Whidbey, Chamber events, parades, golf tournaments).

Other General Comments

This was completed on my phone but I'm happy to provide a resume if needed.

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**City of Oak Harbor
City Council Agenda Bill**

Bill No. 4.1.
Date: April 2, 2024
Subject: Appointment: Marina Advisory
Commission, Position 6 - Evan
Kestenbaum

FROM: Ronnie Wright, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Approve the mayoral appointment of Evan Kestenbaum to Marina Advisory Commission Position 6 to fill a term ending December 31, 2026.

BACKGROUND / SUMMARY INFORMATION

Due to the expansion of the Marina Advisory Commission from five to seven members, vacancies exist for the newly created positions. This appointment will fill Position 6 for the term from January 1, 2024 to December 31, 2026.

LEGAL AUTHORITY

Chapter 2.38, OHMC

FISCAL IMPACT

n/a

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

n/a

ATTACHMENTS

1. [Evan Kestenbaum application](#)

From: noreply@civicplus.com
To: [Julie Nester](#); [Macalle Finkle](#); [Christopher Sublet](#)
Subject: Online Form Submission #35222 for Boards & Commissions Application
Date: Monday, February 19, 2024 2:43:41 PM

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Boards & Commissions Application

First Name	Evan
Last Name	Kestenbaum
E-mail Address	[REDACTED]
Primary Phone Number	[REDACTED]
Work Phone	<i>Field not completed.</i>
Address	2411 Sw Freund St
City, State and Zip	98277
Resident in Oak Harbor City limits?	Yes
If Resident of City Limits, how long?	2 years
Are you a business owner?	Yes
Which Board, Commission or Committee would you like to serve on?	Marina Advisory Committee
Are you related to anyone employed by the City (including as a contractor or vendor) or serving on City Council or another board/commission/committee?	No
If yes, please explain:	<i>Field not completed.</i>
Current / Former Occupation & Work Experience	Founder and COO of eyecare data tech business, owner eyecare practice, Business consultant
Resume	<i>Field not completed.</i>

Education / Special Qualifications / Interests / Activities	MBA, Friends association for children who stutter board member
Community Involvement	Youth sailing board treasurer
Other General Comments	I'm interested in sailing, boating and helping the community thrive

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**City of Oak Harbor
City Council Agenda Bill**

Bill No. 4.m.
Date: April 2, 2024
Subject: Appointment: Marina Advisory
Commission, Position 7 - Louie
Foster

FROM: Ronnie Wright, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Approve the mayoral appointment of Louie Foster to Marina Advisory Commission Position 7 to fill a term ending December 31, 2025.

BACKGROUND / SUMMARY INFORMATION

Due to the expansion of the Marina Advisory Commission from five to seven members, vacancies exist for the newly created positions. This appointment will fill Position 7 for the term from January 1, 2024 to December 31, 2025.

LEGAL AUTHORITY

Chapter 2.38, OHMC

FISCAL IMPACT

n/a

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

n/a

ATTACHMENTS

1. [Louie Foster application](#)

From: noreply@civicplus.com
To: [Julie Nester](#); [Macalle Finkle](#); [Christopher Sublet](#)
Subject: Online Form Submission #36466 for Boards & Commissions Application
Date: Friday, March 8, 2024 7:45:20 AM

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Boards & Commissions Application

First Name	Louie
Last Name	Foster
E-mail Address	[REDACTED]
Primary Phone Number	[REDACTED]
Work Phone	<i>Field not completed.</i>
Address	520 SW 4th Ave
City, State and Zip	Oak Harbor, Washington, United States
Resident in Oak Harbor City limits?	Yes
If Resident of City Limits, how long?	1.5 years
Are you a business owner?	No
Which Board, Commission or Committee would you like to serve on?	Marina Advisory Committee
Are you related to anyone employed by the City (including as a contractor or vendor) or serving on City Council or another board/commission/committee?	No
If yes, please explain:	<i>Field not completed.</i>
Current / Former Occupation & Work Experience	Vice President of Product Management - 20+ years
Resume	Louie Foster - Resume.pdf

Education / Special Qualifications / Interests / Activities	BS Computer Science, Minor in Business Administration / Sailing, Boating, Music, Hiking, Native plants
Community Involvement	Volunteer at conservation districts, native plant restoration projects
Other General Comments	I think the marina is a tremendous asset to our community and would love to help guide its direction.

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City of Oak Harbor
City Council Agenda Bill

Bill No. 4.n.
Date: April 2, 2024
Subject: Appointment: Parks and
Recreation Advisory
Commission, Position 6 -
Stefanya Huerta

FROM: Ronnie Wright, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Approve the mayoral appointment of Stefanya Huerta to Parks and Recreation Advisory Commission Position 6 to fill a term ending December 31, 2026.

BACKGROUND / SUMMARY INFORMATION

Due to the expansion of the Parks and Recreation Advisory Commission from five to seven members, vacancies exist for the newly created positions. This appointment will fill Position 6 for the initial term of January 1, 2024 to December 31, 2026.

LEGAL AUTHORITY

Chapter 2.30, OHMC

FISCAL IMPACT

n/a

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

n/a

ATTACHMENTS

1. [Stefanya Huerta application](#)

From: noreply@civicplus.com
To: [Julie Nester](#); [Macalle Finkle](#); [Brian Smith](#)
Subject: Online Form Submission #36418 for Boards & Commissions Application
Date: Thursday, March 7, 2024 11:47:38 AM

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Boards & Commissions Application

First Name	Stefanya
Last Name	Huerta
E-mail Address	[REDACTED]
Primary Phone Number	[REDACTED]
Work Phone	[REDACTED]
Address	2674 SW Talon Loop
City, State and Zip	Oak Harbor
Resident in Oak Harbor City limits?	Yes
If Resident of City Limits, how long?	11 this time around. 18 total
Are you a business owner?	No
Which Board, Commission or Committee would you like to serve on?	Park Board
Are you related to anyone employed by the City (including as a contractor or vendor) or serving on City Council or another board/commission/committee?	No
If yes, please explain:	<i>Field not completed.</i>
Current / Former Occupation & Work Experience	Unit Director o the Boys and Girls Club. Stefanya has served the youth, their families and the community for 20 years. Starting at the Oak Harbor Boys and Girls Club and then taking on different roles under the umbrella of

her career such as Juvenile Court Family Services, Center Manager of a Bilingual ECEAP/Migrant Headstart Program, Youth Counselor for youth with intensive behaviors, Behavior Specialist, Registered Behavior Technician just to name a few. Stefanya is well versed in Early Childhood Education, ACES, Trauma Informed Care, Behavior triggers of all ages and strength in finding resolve. She is both a Navy Kid and a Local, being Born on Whidbey leaving before she could walk then returning 14 years later. Attended Oak Harbor High school, worked her first Youth Job at the Oak Harbor Boys and Girls Club before traveling again at age 22 going overseas and once again around the United States. She returned to Whidbey as her forever home in 2012 and has plans to stay. She is big on community and family helping to provide a safe space and a strong sense of belonging for all. Stefanya serves on the Board of Directors of a couple of Youth organizations here in town and is also an active ambassador for the Oak Harbor Chamber of Commerce. She is a youth advocate and believes in supporting the family as a whole. She has an 11 year old daughter named Naomi and a mini aussie named Champ. Her favorite color is glitter and black, has a strong love for basketball, football, shopping, laughing, sneakers, horror movies, hoops and Tacos! She is extremely approachable and is easy to talk to. Feel free to introduce yourselves and if you have any questions ask away. She has a heart to serve and is an open book.

Resume	<i>Field not completed.</i>
Education / Special Qualifications / Interests / Activities	Youth Counselor for youth with intensive behaviors from childhood traumas, recognizing trauma triggers in adolescence and adults. Behavior specialist. RBT for ABA Therapist. (Autism) Supporting At Risk Youth, Truancies and Children in need of services through Juvenile Family Court Services. Center Manager for a Bilingual child development center serving Migrant Families. Family Resource Coordinator home visits to families with special needs or circumstances.
Community Involvement	Sit on the Board form Big Brothers Big Sisters. I help combat truancy for the Oak Harbor School District on the Community Engagement Board. I also sit on the Youth Coalition Board bringing more light on the topic of drug use and prevention. I am also an active ambassador for the Chamber.
Other General Comments	I am for the Youth and their families. I love my community!!!

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City of Oak Harbor
City Council Agenda Bill

Bill No. 4.o.
Date: April 2, 2024
Subject: Appointment: Parks and
Recreation Advisory
Commission, Position 7 - Vicki
Briggs

FROM: Ronnie Wright, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Approve the mayoral appointment of Vicki Briggs to Parks and Recreation Position 7 to fill a term ending December 31, 2025.

BACKGROUND / SUMMARY INFORMATION

Due to the expansion of the Parks and Recreation Advisory Commission from five to seven members, vacancies exist for the newly created positions. This appointment will fill Position 7 for the initial term of January 1, 2024 to December 31, 2025.

LEGAL AUTHORITY

Chapter 2.30, OHMC

FISCAL IMPACT

n/a

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

n/a

ATTACHMENTS

1. [Vicki Briggs application](#)

From: noreply@civicplus.com
To: [Julie Nester](#); [Macalle Finkle](#); [Brian Smith](#)
Subject: Online Form Submission #36421 for Boards & Commissions Application
Date: Thursday, March 7, 2024 12:06:10 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Boards & Commissions Application

First Name	Vicki
Last Name	Biggs
E-mail Address	[REDACTED]
Primary Phone Number	[REDACTED]
Work Phone	<i>Field not completed.</i>
Address	790 SW Castilian Dr
City, State and Zip	Oak Harbor, WA 98277
Resident in Oak Harbor City limits?	Yes
If Resident of City Limits, how long?	1.5 years
Are you a business owner?	Yes
Which Board, Commission or Committee would you like to serve on?	Park Board
Are you related to anyone employed by the City (including as a contractor or vendor) or serving on City Council or another board/commission/committee?	No
If yes, please explain:	<i>Field not completed.</i>
Current / Former Occupation & Work Experience	Early education teacher, Admin assistant
Resume	<i>Field not completed.</i>

Education / Special
Qualifications / Interests /
Activities

BA - Speech and Hearing Sciences

Community Involvement

Co-Secretary Broad View PTA, OHE PTA, Cub Scouts

Other General Comments

Field not completed.

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**City of Oak Harbor
City Council Agenda Bill**

Bill No. 4.p.
Date: April 2, 2024
Subject: Appointment: Planning
Commission, Position 2 - Kevin
Wilson

FROM: Ronnie Wright, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Approve the mayoral appointment of Kevin Wilson to Planning Commission Position 2 to fill the unexpired term ending December 31, 2026.

BACKGROUND / SUMMARY INFORMATION

Due to a commissioner's resignation, a vacancy exists for Planning Commission Position 2. The current term for Position 2 is January 1, 2024, to December 31, 2026. This appointment will fill Position 2 for the unexpired term ending December 31, 2026.

LEGAL AUTHORITY

OHMC Chapter 18.04

FISCAL IMPACT

n/a

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

n/a

ATTACHMENTS

1. [Kevin Wilson Board and Commission Application](#)

Boards & Commissions Application

First Name	Kevin
Last Name	Wilson
E-mail Address	[REDACTED]
Primary Phone Number	[REDACTED]
Work Phone	<i>Field not completed.</i>
Address	3068 SW Fairway Point Dr
City, State and Zip	Oak Harbor, WA 98277
Resident in Oak Harbor City limits?	Yes
If Resident of City Limits, how long?	10.25 years
Are you a business owner?	Yes
Which Board, Commission or Committee would you like to serve on?	Investment Committee, Planning Commission, Salary Commission
Are you related to anyone employed by the City (including as a contractor or vendor) or serving on City Council or another board/commission/committee?	Yes
If yes, please explain:	Jedidiah Wilson
Current / Former Occupation & Work Experience	Airline Pilot / Retired Naval Officer 26 years
Resume	<i>Field not completed.</i>

City of Oak Harbor
City Council Agenda Bill

Bill No. 4.q.
Date: April 2, 2024
Subject: Appointment: Planning
Commission, Position 7 - Eddie
Fry

FROM: Ronnie Wright, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Approve the mayoral appointment of Eddie Fry to Planning Commission Position 7 to fill an unexpired term ending December 31, 2025.

BACKGROUND / SUMMARY INFORMATION

Due to a commissioner's resignation, a vacancy exists for Planning Commission Position 7. The current term for Position 7 is January 1, 2024, to December 31, 2025. This appointment will fill Position 7 for the unexpired term ending December 31, 2025.

LEGAL AUTHORITY

OHMC Chapter 18.04

FISCAL IMPACT

n/a

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

n/a

ATTACHMENTS

1. [Eddie Fry Resume](#)

Eddie Paul Fry

1677 NE Sumner Drive
Oak Harbor, Washington 98277 United States

Mobile: [REDACTED]
Day Phone: [REDACTED]
Email: [REDACTED]

Job Type: Seeking an opportunity with City of Oak Harbor Planning Commission

Work Experience:

Explosives Safety Officer

DON CNIC HQ (This is a federal job)

1080 W. Lexington Street
Naval Air Station Whidbey Island Oak Harbor, WA

3/2019 - Present

Salary: [REDACTED]

Hours per week: 40

Series: 0017 Explosives Safety Series

Pay Plan: GS - General Schedule (Ch. 51, 5 U.S.C.).

Grade: 05

Duties, Accomplishments and Related Skills:

As Explosives Safety Officer (ESO) I provided explosives related technical support to NAS WHIDBEY ISLAND and NAVSTA EVERETT serving the combination of two host commands and over forty tenant commands. Evaluated compliance with explosives safety program criteria related to: facility planning, waterfront, airfield, production, storage, transportation, explosives safety operations and inspections, risk based explosives safety criteria, systems explosives safety, HERO, hot work permits, standard operating procedures, qualification and certification programs and ordnance inventory management.

Specifically, conducted periodic work site surveys of ordnance operations involving handling, maintenance, material handling equipment, renovation, storage, and transportation of ammunition and explosives. Evaluated compliance with applicable explosives safety requirements, standards, and practices. Recommended measures and methods for the elimination or control of unsafe acts or conditions.

Reviewed standard operating procedures, site approvals, plans, maps, and explosives safety quantity distance (ESQD) arcs, explosives safety instructions, and grounding/lightning protection records for compliance with explosives safety criteria. Assisted in the development of waivers and exemptions.

Served as the main point of contact for Explosives Safety Inspections (ESI), Regional Explosives Safety Review Boards, and Department of Defense Explosives Safety Boards (DDESB). Ensured that follow-up actions were tracked to completion. Provided annual updates to the Inert Certification Program.

Served as Safety Loading Officer (SLO) for waterfront explosives handling. Conducted inspections of wharf, piers, cargo vessels, and red label areas prior to loading/offloading ammunition or explosives. Supervised continuously during all pier loading/offloading operations along with all anchorage operations involving ammunition and explosives.

Investigated and analyzed explosives mishaps. Determined root cause and identified resultant losses. Formulated corrective measures to prevent recurrences.

Prepared and conducted technical explosives safety training. Promoted explosives safety via verbal presentations at local safety meetings, posting of safety displays, and publishing mishap prevention articles.

Provided technical requirements brief to PMA-242 regarding weapons systems training for the Royal Australian Air Force (RAAF) aboard NAS WHIDBEY ISLAND.

Coordinated three highly successful Explosives Safety Inspections for NAVSTA EVERETT and NAS WHIDBEY ISLAND. Continued the trending reduction both in sheer numbers and severity of findings. Lead inspectors commented on the highly developed sense of teamwork and obvious fidelity with regard to explosives safety programs evident on both installations.

Chaired multiple working groups, consolidated inputs from executive leadership, and finally developed a new, streamlined approval process for pier explosives handling requests aboard NAVSTA EVERETT. This process deconflicted disparate interests impacted by pier closures to include Puget Sound Naval Shipyard, Intermediate Maintenance Facility- Everett, Defense Logistics Agency, and various other tenants. The process has mitigated work stoppages saving millions of dollars and man-hours.

Conducted technical review of multiple explosives safety site approval requests for NAS WHIDBEY ISLAND and NAVSTA EVERETT.

Provided reasoned advice and technical interpretation to installation executive leadership on multiple matters involving explosives safety criteria impacting MILCON development.

Coordinated the HERP/HERF/HERO Surveys of NAVSTA EVERETT and NAS WHIDBEY ISLAND with NSWC DAHLGREN and NAVOSH personnel.

Represented CNRNW during the FY-19 CNIC Explosives Safety Council.

Supervisor: Robert J. McCormack (360-257-8805)

Okay to contact this Supervisor: Yes

Quality Assurance Specialist (Ammunition)

NMCPAC DET WHIDBEY ISLAND (This is a federal job)

1080 W. Lexington Street Building 100

Naval Air Station Whidbey Island, WA

12/2014 - Present

Salary: [REDACTED]

Hours per week: 40

Series: 1910 Quality Assurance

Pay Plan: GS - General Schedule (Ch. 51, 5 U.S.C.).

Grade: 09

Duties, Accomplishments and Related Skills:

Oversee, direct and supervise the operation, management and administration of 68 weapon magazines/Ready Service Lockers (RSL's), 1200 explosive line items valued at over 80 million dollars, and all ordnance handling operations at NMCPAC CWD Detachment Whidbey to include transportation of explosives via cargo/public highway, ammunition storage, weapons

inspections, Quality Assurance (QA) procedures, explosive safety, and ground transportation. Monitor inventory and asset management controls to include incorporation of Ammunition Inventory Notices (AIN's), Naval Ammunition Reclassification (NAR's), Conventional Ordnance Discrepancy Reports (CODR's), Supply Discrepancy Reports (SDR's), audits, SOP development/validations, and all ordnance logistics programs. Used knowledge of Ordnance Information System (OIS) to monitor ordnance program management and execution of inventory control ~ exceeding CNO directed accountability requirements. Assisted in planning/development of military construction projects (MILCON), oversaw the issue/receipt of ordnance material, monitored the submission of site approvals, assisted in the coordination of all official government inspections, i.e. Explosives Safety Inspection (ESI), Torpedo Readiness Assessment, Aviation Maintenance Inspection (AMI), ~ efforts consistently produced outstanding results. As a Board Member, managed the Ordnance Handling Qualification/Certification Program. Designated Safety Officer tracking required reports and physicals thru ESAMs. Responsible for the safety and training of all command personnel to include two Type Wing Commands encompassing 21 squadrons in the safe handling and storage of ammunition, HERO, AA&E Physical Security, Lightning Protection systems, and MPPEH aboard NAS Whidbey Island. Communicate with Leadership the status of Explosive Safety aboard the Air Station during monthly Ordnance Safety Council Meetings. Assist in preparing Corrective Action Plans after inspections. Impressive ability to evaluate program requirements and establish priorities, possesses extensive skill in planning and coordinating projects with other Navy activities and DOD agencies at the Executive level. Strong working knowledge of ordnance publications and materials covering the safe storage and accountability of munitions to include MIL-Standards, NAVSEA OP-5, NAVSUP P-805 and a variety of ordnance publications covering quality control measure such as NAVSUP P-724, SOP's, and operational risk management practices. Exceeds all organizational mission and Strategic Plan goals. In addition to exceeding the mission, I stimulated innovation and instilled the culture of Continued Process Improvement (CPI) within the Detachment. Received Performance Awards (20 Apr 2016, 16 Feb 2017 and 4 Mar 2018).

SECRET clearance terminates May 2025.

Supervisor: Daryl Worley (425-422-7062)

Okay to contact this Supervisor: Yes

Aircraft Worker

L-3 Communications

600 Third Avenue

New York, NY

11/2012 - 12/2014

Salary: [REDACTED]

Hours per week: 40

Duties, Accomplishments and Related Skills:

Qualified Plane Captain supervising and conducting the taxiing and towing of aircraft. Performed launch, recovery, pre-flight, thru-flight, and post-flight inspections. Conducted special inspections, preservation of aircraft and all equipment assigned entering in the maintenance records description of the work performed, and servicing engines and aircraft, short of repair required to keep aircraft in safe operating condition while providing quality products for the

customer.

Maintained a SECRET clearance.

Supervisor: Jim Ward (360-257-2293)

Okay to contact this Supervisor: Yes

Aircraft Mechanic 2

URS Federal Services

600 Montgomery Street, 26th Floor

San Francisco, CA

11/2010 - 11/2012

Salary: [REDACTED]

Hours per week: 40

Duties, Accomplishments and Related Skills:

Shift Supervisor responsible for supervising personnel performing scheduled and unscheduled maintenance, weapons release and control systems checks, weapons systems troubleshooting and weapons systems repair on 10 EA-6B aircraft and components. Manage 50 pieces of Aircraft Armament Equipment. Supervise the inventory, storing, transportation and accounting of over 100 ammunition items. Manage command Explosives Qualification Certification program, tracking ordnance training records while ensuring over 30 personnel are maintaining their explosive qualifications. Trained personnel on new weapons system integration into the aircraft and its operations.

Quality Assurance Safety Observer certified.

Maintained a SECRET clearance.

Supervisor: T. Joseph Goodman (360-257-1627)

Okay to contact this Supervisor: Yes

Aircraft Mechanic

L-3 Communications Vertex

600 Third Avenue

New York, NY

3/2009 - 11/2010

Salary: [REDACTED]

Hours per week: 40

Duties, Accomplishments and Related Skills:

Shift Supervisor responsible for supervising personnel performing scheduled and unscheduled maintenance, weapons release and control systems checks, weapons systems troubleshooting and weapons systems repair on 10 EA-6B aircraft and components. Manage 50 pieces of Aircraft Armament Equipment. Supervise the inventory, storing, transportation and accounting of over 100 ammunition items. Manage command Explosives Qualification Certification program tracking ordnance training records while ensuring over 30 personnel are maintaining their explosive qualifications. Trained personnel on new weapons system integration into the aircraft and its operations.

Supervisor: T. Joseph Goodman (360-969-2902)

Okay to contact this Supervisor: Yes

Ordnance Chief Petty Officer
U.S. Navy Electronic Attack Weapons School
3760 N Charles Porter Ave
Naval Air Station Whidbey Island, WA

5/2006 - 3/2009

Salary: [REDACTED]

Hours per week: 40

Duties, Accomplishments and Related Skills:

Department Head (Supervisor), responsible for providing integration support to the U.S. Navy Fleet regarding weapons, weapons systems, and equipment. Supervised the planning and execution of weapons and personnel logistics ensuring all timelines were met on or before schedule for command personnel and students during detachments for weapons training to various locations. Ensured proper handling and storage requirements were met and transportation requirements followed MIL-Standards and Weapons Requirements (WRs). Investigated deficiencies in equipment and weapons system malfunctions and proposed corrective actions to the appropriate program managers and engineers. Collaborated with program managers and their teams to discuss information in support of operational weapons systems and associated equipment. Assisted engineers with the development, troubleshooting and technical data for weapons systems and weapons platforms. Planned and coordinated annual publications reviews to ensure the most current updates were available to the fleet on an annual occurrence. Assisted Type Wings in the development and implementation of new weapons systems and platform training programs for personnel. Managed the training course for all EA-6B and EA-18G aircraft weapons systems and training. Responsible for the planning and scheduling of training and inspections of 15 commands ensuring safe ordnance handling, storage, assembly, disassembly, loading, downloading and transportation requirements were performed and safety was paramount.

Certified Master Training Specialist. Designated Explosive Ordnance Qualification/Certification Board Member.

Maintained a SECRET clearance.

Supervisor: CDR Yelle Commanding Officer EAWS

Okay to contact this Supervisor: Retired

Education:

Embry Riddle Aeronautical University Daytona Beach, FL United States

Some college (no degree) 1 / 2006

Relevant Coursework, Licenses and Certifications:

Safety 409 for Aviation Safety and Mishap Investigations.

Master Training Specialist NAS Whidbey Island, WA United States

Technical or occupational certificate 2 / 2002

Relevant Coursework, Licenses and Certifications:

Certified thru the Navy Master Training Specialist program.

Ordnance University NAS Pensacola, FL United States

Some college (no degree) 7 / 2001

Relevant Coursework, Licenses and Certifications:

Aviation Ordnance Officer Career Progression (Level one).

Central Texas College (PACE) Killeen, TX United States

Some college (no degree) 9 / 1998

Credits Earned: Semester Hours

Relevant Coursework, Licenses and Certifications:

Management 1306.

Credits Earned: Semester Hours

Relevant Coursework, Licenses and Certifications:

Communications 301.

Bureau of Apprentice Training NAS Whidbey Island, WA United States

Technical or occupational certificate 10 / 1997

Relevant Coursework, Licenses and Certifications:

U.S. Department of Labor Ordnance Artificer Certificate.

Job Related Training:

Derivative Classification, NOV 18

Navy MPPEH Requirements Training, NOV 18

Wood Packaging Material (WPM), AUG 18

Military Munitions Rule Awareness Training, NOV 17

Intermediate Electromagnetic Radiation (EMR) Safety (HERO), NOV 17

Naval Motor Vehicle Inspection (CERT), JAN 17

US Navy Electrical Explosives Safety (AMMO-29-DL), FEB 16

Naval Explosives Safety Managers/Supervisors Orientation (AMMO-49), JUL 09

Lean Six Sigma White Belt, Oct 08

COMM 0011 Writing with Intention, APR 04

Master Training Specialist, FEB 02

Aviation Ordnance Career Progression, JUL 01

Instructor Training, FEB 00

Ammunition Administration, MAR 99

References:

Name	Employer	Title	Phone
Robert McCormack (*)	COMNAVREGNW	Region Explosives Program Director	360-257-8805
Daryl Worley (*)	NMCPAC CONUS West Division Detachmen	Deputy Officer In Charge	360-257-2402
Merrill Bailey (*)	NMCPAC CONUS West Division	Executive Director	562-626-7400

(*) Indicates professional reference

City of Oak Harbor
City Council Agenda Bill

Bill No. 6.a.
Date: April 2, 2024
Subject: Ordinance 1995: Budget
Amendment #6 to 2023-24
Biennial Budget

FROM: David Goldman, Deputy City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Hold a public hearing on Ordinance No. 1995.

Move to adopt Ordinance No. 1995 Budget Amendment #6 amending the 2023-24 Biennial Budget, adopting an updated wage and salary schedule and plan of classification, and adjusting non-represented full-time employee dependent or family plan health and dental insurance cost shares.

BACKGROUND / SUMMARY INFORMATION

This budget amendment is to account for previous approved bargaining agreements and a change in the non-represented healthcare and dental spouse/family share to conform with the bargaining agreements.

- City Council approved the Teamsters Collective bargaining agreement on January 16, 2024.
- City Council approved the Oak Harbor Police Association (OHPA) Commissioned and Non-Commissioned bargaining agreements on February 5, 2024.
- City Council approved the International Association of Firefighters (IAFF) bargaining agreement on April 2, 2024.
- Proposal to adjust the Employer/Employee Medical & Dental Family and Spouse cost share from the current 80%/20% to 90%/10% to match what has been included in the previously approved bargaining agreements.

Budget Amendments increase the overall amount of a fund while Budget Adjustments transfer budget appropriations between accounts within the same fund. Budget Amendments require City Council approval. Budget Adjustments do not require City Council approval but are included in this agenda bill for information and discussion purposes.

2024 Adjustments/Amendments:

\$135,300 use of fund balance to adjust the following funds for the Teamsters Collective Bargaining Agreement:

- Fund 001 (General Fund) - \$15,200
- Fund 101 (Streets Fund) - \$8,700
- Fund 401 (Water Fund) - \$8,700
- Fund 402 (Sewer Fund) - \$15,300
- Fund 403 (Solid Waste Fund) - \$54,500
- Fund 404 (Storm Drain Fund) - \$13,100
- Fund 410 (Marina Fund) – \$6,600
- Fund 501 (Vehicle Repair Fund) - \$4,400
- Fund 510 (Shop Facility Fund) - \$8,800

\$263,000 use of fund balance to adjust the General Fund (Fund 001) for the Oak Harbor Police Association (OHPA) Commissioned and Non-Commissioned bargaining agreements.

\$90,200 use of fund balance to adjust the General Fund (Fund 001) for the International Association of Firefighters (IAFF) bargaining agreement. \$24,600 of Fire Levy Lift Property Tax proceeds to amend the General Fund (Fund 001) for the International Association of Firefighters (IAFF) bargaining agreement.

\$48,400 use of fund balance to adjust the following funds to adjust the Employer/Employee Medical & Dental Family and Spouse cost share from the current 80%/20% to 90%/10% to match what has been included in the previously approved bargaining agreements:

- Fund 001 (General Fund) - \$28,100
- Fund 129 (Senior Center Fund) - \$1,800
- Fund 401 (Water Fund) - \$900
- Fund 402 (Sewer Fund) - \$1,800
- Fund 404 (Storm Drain Fund) - \$1,100
- Fund 410 (Marina Fund) – \$4,600
- Fund 510 (Shop Facility Fund) - \$10,100

LEGAL AUTHORITY

RCW 35A.33.120.

FISCAL IMPACT

The budget amendment will increase and/or decrease the budgets in the funds noted and allow for appropriation and use for the purposes described.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

Various, as detailed above.

ATTACHMENTS

1. [Ord No 1995 - Budget Amendment #6 of 2023-24 Biennial Budget](#)
2. [Exhibit A - Wage and Salary Schedule & Classification Plan](#)
3. [Budget Adjustment Ending Fund Balance Summary](#)
4. [Teamsters Contract Backup](#)
5. [Police Contract Backup](#)
6. [Fire Contract Backup](#)
7. [Non-Rep. Health insurance 90% Backup](#)
8. [Presentation Budget Amendment #6 - Bargaining - 4-2-24](#)

ORDINANCE NO. 1995

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING THE BIENNIAL BUDGET FOR 2023-2024; ADOPTING AN UPDATED WAGE AND SALARY SCHEDULE AND PLAN OF CLASSIFICATION; ADJUSTING NON-REPRESENTED FULL-TIME EMPLOYEE DEPENDENT OR FAMILY PLAN HEALTH AND DENTAL INSURANCE COST SHARES, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council adopted the City’s 2023-2024 budget on November 30, 2022 via Ordinance 1965; and

WHEREAS, RCW 35A.11.020 provides the City Council of Oak Harbor the authority to adjust employee benefits; and

WHEREAS, Oak Harbor Municipal Code (“OHMC”) 2.35.080 states it is the policy of the City to provide health insurance benefits to its employees at a level which is comparable to benefits provided by other local municipal government entities in the state of Washington; and

WHEREAS, providing adequate benefits to City employees promotes the health and well-being of City employees, reduces the use of sick leave, and promotes employee retention; and

WHEREAS, the City negotiated and executed collective bargaining agreements with represented employees which reflected an increase to the employee dependent or family plan health and dental insurance cost share for the City’s contribution from 80% to 90%, which decreased the employee’s contribution from 20% to 10% effective January 1, 2024; and

WHEREAS, the City Council desires to balance the financial needs of the City by providing competitive salaries and benefits to both represented and non-represented employees; and

WHEREAS, it is the intent of the City Council to increase the non-represented full-time employee dependent or family plan health and dental insurance cost share for the City’s contribution from 80% to 90%, which decreases the employee’s contribution from 20% to 10% as of the first full pay period after the effective date of this ordinance; and

WHEREAS, the City Council finds that the proposed adjustments to the Biennial Budget for 2023-2024 are in the best interest of the City and reflect revenues and expenditures that are intended to ensure the provision of vital municipal services at acceptable levels; and

WHEREAS, pursuant to section 2.34.080(2) of the Oak Harbor Municipal Code (“OHMC”), the City Council is required to adopt a Wage and Salary Schedule and Classification Plan as part of the biennial budget process;

NOW THEREFORE, the City Council of the City of Oak Harbor do hereby ordain as follows:

Section One. Project Funds. The project funds that have been budgeted will remain budgeted until the project has been completed or it is determined that the project will not occur. This authority permits unused project funds and project expenditure authority to be carried-forward between fiscal years contained within the 2023-2024 Biennial Budget and future budgets adopted by the Oak Harbor City Council without the need for amending the budget.

Section Two. Amending Biennial Budget. The City hereby amends its 2023-2024 Biennial Budget of the City of Oak Harbor, as adopted in Ordinance 1965, as set forth in Section herein. In summary form, the totals of estimated revenues and appropriations for each separate fund and the aggregate totals for all such funds combined are as follows:

2023-2024 Biennial Budget

Fund Name	Fund #	Previous Budget	Amendment	Amended Budget
General Fund	001	\$49,189,796	\$ 24,600	\$49,214,396
Total 2023-2024 Amendment			\$ 24,600	

Section Three. Wage and Salary Schedule and Classification Plan. Pursuant to OHMC 2.34.080(2), the Wage and Salary Schedule and Classification Plan attached as Exhibit A and incorporated by this reference is hereby adopted. Said Schedule and Plan may be amended from time to time by the City Council to reflect changes negotiated through the collective bargaining process and through implementation of changes to the non-represented employee group.

Section Four. Health and Dental Cost Share. The City hereby increases the non-represented full-time employee dependent or family plan health and dental insurance cost share for the City’s contribution from 80% to 90%, which decreases the employee’s contribution from 20% to 10% as of the first full pay period after the effective date of this ordinance.

Section Five. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section Six. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

Section Seven. Effective Date. This Ordinance shall take effect on May 1, 2024 or five days after publication as provided by law, whichever is later.

Adopted by the City Council this 2nd day of April, 2024.

THE CITY OF OAK HARBOR

Veto ()

Approve ()

Ronnie Wright, Mayor

ATTEST:

Julie Nester, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney

Exhibit A - Wage and Salary Schedule / Compensation Plan

Department	Classification	Monthly Salary Range		Positions (FTE) - 4/02/24 Amendment				
		Minimum	Maximum	2020	2021	2022	2023	2024
Council	City Council Member	\$ 752	\$ 752	7.00	7.00	7.00	7.00	7.00
Mayor / Exec. Admin	Mayor	\$ 5,016	\$ 5,016	1.00	1.00	1.00	1.00	1.00
Mayor / Exec. Admin	Mayor's Executive Assistant*	\$ 5,535	\$ 7,361	1.00	1.00	1.00	1.00	1.00
Mayor / Exec. Admin	City Administrator	\$ 12,060	\$ 16,037	1.00	1.00	1.00	1.00	1.00
Mayor / Exec. Admin	City Clerk	\$ 5,535	\$ 7,361	0.63	0.75	0.75	0.80	0.80
Mayor / Exec. Admin	Public Information Officer	\$ 5,814	\$ 7,730	1.00	0.00	0.00	0.00	0.00
Mayor / Exec. Admin	Communications/IT Manager	\$ 7,065	\$ 9,396	0.00	1.00	1.00	1.00	0.00
Mayor / Exec. Admin	Executive Services Administrator	\$ 8,162	\$ 10,853	0.00	0.00	0.00	0.00	0.00
Mayor / Exec. Admin	Communications Officer	\$ 8,162	\$ 10,853	0.00	0.00	0.00	0.00	1.00
Mayor / Exec. Admin	Executive Assistant	\$ 5,535	\$ 7,361	1.00	1.00	1.00	1.00	1.00
Mayor / Exec. Admin	Economic Development Coordinator	\$ 6,728	\$ 8,948	0.00	0.00	1.00	1.00	0.00
Mayor / Exec. Admin	Public Records Officer	\$ 5,022	\$ 6,679	0.00	0.00	0.00	0.00	0.93
Mayor / Exec. Admin	Records Management Analyst (RMA)	\$ 5,814	\$ 7,730	0.00	0.00	0.00	0.00	1.00
Human Resources	Human Resources Director	\$ 9,943	\$ 13,223	1.00	1.00	1.00	1.00	1.00
Human Resources	HR Generalist/Civil Service Secretary	\$ 5,535	\$ 7,361	1.00	1.00	1.00	0.00	0.00
Human Resources	HR Analyst - Labor Relations	\$ 6,105	\$ 8,117	0.00	0.00	0.00	1.00	1.00
Human Resources	HR Specialist - Payroll	\$ 5,022	\$ 6,679	0.00	0.00	1.00	1.00	1.00
Human Resources	HR Assistant	\$ 4,552	\$ 6,054	0.00	0.00	0.00	0.00	0.50
Finance	Finance Director	\$ 10,962	\$ 14,578	1.00	1.00	1.00	0.00	0.00
Finance	Deputy City Administrator	\$ 11,511	\$ 15,306	0.00	0.00	0.00	1.00	1.00
Finance	Accountant	\$ 5,814	\$ 7,730	3.00	3.00	3.00	2.00	2.00
Finance	Accounting Assistant-Cashier	\$ 3,519	\$ 4,679	3.00	3.00	3.00	1.00	2.00
Finance	Accounting Assistant-Lead Cashier	\$ 4,337	\$ 5,768	0.00	0.00	0.00	1.00	1.00
Finance	Accounting Technician - Payables or Utilities	\$ 4,552	\$ 6,054	1.00	1.00	1.00	2.00	0.00
Finance	Accounting Specialist - Payables or Utilities	\$ 4,783	\$ 6,360	0.00	0.00	0.00	0.00	1.00
Finance	Finance Office Manager - Utilities	\$ 6,105	\$ 8,117	1.00	1.00	1.00	0.00	0.00
Finance	Payroll/Accounts Payable	\$ 4,552	\$ 6,054	1.00	1.00	0.00	0.00	0.00
Finance	Finance & Performance Analyst	\$ 5,814	\$ 7,730	0.00	1.00	1.00	0.00	0.00
Finance	Finance Manager	\$ 7,065	\$ 9,396	0.00	0.00	0.00	2.00	2.00
Finance	Senior Accountant	\$ 6,409	\$ 8,523	0.00	0.00	0.00	1.00	1.00
Finance	Grants Administrator	\$ 6,409	\$ 8,523	0.00	0.00	1.00	1.00	1.00
Legal	City Attorney	\$ 10,962	\$ 14,578	1.00	0.00	0.00	0.00	0.00
Legal	Assistant City Attorney	\$ 8,162	\$ 10,853	1.00	1.00	1.00	0.00	0.00
Legal	Assistant City Attorney-Civil	\$ 8,162	\$ 10,853	0.80	0.00	0.00	0.00	0.00
Legal	Public Records Officer	\$ 5,022	\$ 6,679	0.00	0.80	0.80	0.80	0.00
Legal	Paralegal	\$ 4,783	\$ 6,360	1.00	1.00	0.00	0.00	0.00
Legal	Sr. Paralegal	\$ 5,535	\$ 7,361	0.00	0.00	1.00	1.00	0.00
Legal	SR. Administrative Assistant	\$ 5,271	\$ 7,010	1.00	1.00	0.00	0.00	0.00
Legal	SR. Legal Assistant	\$ 5,535	\$ 7,361	0.00	0.00	1.00	0.00	0.00
Legal	Records Management Analyst (RMA)	\$ 5,814	\$ 7,730	0.00	0.00	0.00	1.00	0.00
Dev. Services	Development Services Director	\$ 10,441	\$ 13,884	1.00	1.00	1.00	1.00	1.00
Dev. Services	Administrative Assistant	\$ 4,337	\$ 5,768	1.00	0.00	0.00	0.00	0.00
Dev. Services	Senior Administrative Assistant	\$ 5,271	\$ 7,010	0.00	1.00	1.00	1.00	1.00
Dev. Services	Assistant Planner	\$ 5,022	\$ 6,679	0.00	0.00	0.00	1.00	1.00
Dev. Services	Associate Planner	\$ 5,271	\$ 7,010	1.00	1.00	0.00	0.00	0.00
Dev. Services	Building Official	\$ 7,421	\$ 9,869	1.00	1.00	1.00	0.00	0.00
Dev. Services	Building Manager	\$ 8,162	\$ 10,853	0.00	0.00	0.00	1.00	1.00
Dev. Services	Code Compliance Officer	\$ 5,022	\$ 6,679	0.41	0.41	0.41	0.41	0.41
Dev. Services	Permit Coordinator	\$ 4,783	\$ 6,360	1.00	1.00	1.00	1.00	1.00
Dev. Services	Plans Examiner	\$ 5,535	\$ 7,361	1.00	0.00	0.00	0.00	0.00
Dev. Services	Building Inspector/Plans Examiner	\$ 5,535	\$ 7,361	0.00	1.00	1.00	1.00	1.00
Dev. Services	Senior Planner	\$ 6,728	\$ 8,948	2.00	2.00	2.00	1.40	1.40
Dev. Services	Principal Planner	\$ 7,421	\$ 9,869	0.00	0.00	1.00	1.00	1.00
Dev. Services	Economic Development Coordinator	\$ 6,728	\$ 8,948	0.00	0.00	0.00	0.00	1.00
Police Dept.	Police Chief	\$ 10,962	\$ 14,578	1.00	1.00	1.00	1.00	1.00
Police Dept.	Administrative Assistant II	\$ 4,783	\$ 6,360	1.00	0.00	0.00	0.00	0.00
Police Dept.	Senior Administrative Assistant	\$ 5,271	\$ 7,010	0.00	1.00	1.00	1.00	1.00
Police Dept.	Animal Control Officer (ACO)	\$ 4,890	\$ 6,114	1.00	0.00	0.00	0.00	0.00
Police Dept.	Police Support Officer/Animal Control Officer	\$ 4,890	\$ 6,114	0.00	1.00	1.00	1.00	1.00
Police Dept.	Corrections Officer	\$ 4,890	\$ 6,114	6.00	3.00	0.00	0.00	0.00
Police Dept.	Corrections Sergeant	\$ 6,724	\$ 7,094	1.00	0.00	0.00	0.00	0.00
Police Dept.	Police Support Sergeant	\$ 5,648	\$ 7,060	0.00	0.00	0.00	0.00	1.00
Police Dept.	Evidence Information Specialist	\$ 4,254	\$ 5,318	0.00	1.00	1.00	1.00	1.00
Police Dept.	Police Captain	\$ 9,943	\$ 13,223	2.00	2.00	2.00	2.00	2.00
Police Dept.	Police Officer	\$ 6,406	\$ 8,008	18.00	19.00	19.00	20.00	20.00
Police Dept.	Police Sergeant	\$ 8,809	\$ 9,585	5.00	6.00	6.00	6.00	6.00
Police Dept.	Police Support Officer	\$ 4,890	\$ 6,113	0.00	2.00	0.00	0.00	0.00
Police Dept.	Records Information Specialist	\$ 4,254	\$ 5,318	3.00	3.00	3.00	2.00	2.00
Police Dept.	Records/Evidence Supervisor	\$ 5,850	\$ 6,948	1.00	0.00	0.00	1.00	1.00
Police Dept.	Police Support Officer/Corrections Officer	\$ 4,890	\$ 6,114	0.00	0.00	5.00	2.00	1.00
Police Dept.	Sr. Paralegal	\$ 5,535	\$ 7,361	0.00	0.00	0.00	0.00	0.00

Department	Classification	Monthly Salary Range		Positions (FTE) - 4/02/24 Amendment				
		Minimum	Maximum	2020	2021	2022	2023	2024
Fire Dept.	Fire Chief	\$ 10,962	\$ 14,578	0.90	0.90	0.90	0.90	0.90
Fire Dept.	Administrative Assistant	\$ 4,337	\$ 5,768	1.00	0.00	0.00	0.00	0.00
Fire Dept.	Senior Administrative Assistant	\$ 5,271	\$ 7,010	0.00	1.00	1.00	1.00	1.00
Fire Dept.	Deputy Chief	\$ 9,468	\$ 12,591	1.00	1.00	1.00	1.00	2.00
Fire Dept.	Fire Captain	\$ 8,512	\$ 9,301	4.00	4.00	4.00	4.00	3.00
Fire Dept.	Fire Lieutenant	\$ 8,259	\$ 9,151	1.00	2.00	2.00	3.00	3.00
Fire Dept.	Firefighter/EMT	\$ 6,372	\$ 7,961	4.00	4.00	4.00	6.00	6.00
Fire Dept.	Paid On Call Firefighter**	\$ 3,467	\$ 3,900	11.86	11.50	11.50	11.50	11.50
EMS	Emergency Services Director	\$ 10,962	\$ 14,578	0.10	0.10	0.10	0.10	0.10
Parks & Rec	Parks Operations Manager	\$ 7,421	\$ 9,869	1.00	1.00	0.00	0.00	0.00
Parks & Rec	Parks and Recreation Director	\$ 9,943	\$ 13,223	0.00	0.00	1.00	1.00	1.00
Parks & Rec	Parks Maintenance Coordinator	\$ 5,814	\$ 7,730	0.00	0.00	0.00	0.00	0.00
Parks & Rec	Parks Supervisor	\$ 6,409	\$ 8,523	0.00	0.00	0.00	1.00	1.00
Parks & Rec	Lead Parks Specialist	\$ 5,271	\$ 7,010	1.00	1.00	1.00	1.00	0.00
Parks & Rec	Parks Specialist I	\$ 4,038	\$ 5,264	4.00	2.40	1.40	1.50	3.00
Parks & Rec	Parks Specialist II	\$ 4,726	\$ 6,165	0.00	2.00	3.00	3.00	1.00
Parks & Rec	Parks Specialist III	\$ 4,867	\$ 6,346	0.00	0.00	0.00	1.00	2.00
Parks & Rec	Arborist	\$ 4,867	\$ 6,346	0.00	0.00	0.00	1.00	1.00
Parks & Rec	Arborist Apprentice	\$ 4,246	\$ 5,647					1.00
Parks & Rec	Seasonal Laborer	\$ 3,519	\$ 4,679	0.80	0.40	0.40	1.20	1.20
Parks & Rec	Recreation Coordinator	\$ 4,783	\$ 6,360	0.00	0.00	0.00	1.00	1.00
Parks & Rec	Seasonal Sports Officials and Rec. Leaders	\$ 3,519	\$ 4,679	0.00	0.00	0.00	0.90	0.90
Streets	Lead Streets Specialist	\$ 5,814	\$ 7,730	1.00	1.00	1.00	1.00	0.00
Streets	Operations Foreman	\$ 5,985	\$ 7,807	0.00	0.00	0.00	0.00	1.00
Streets	Seasonal Laborer	\$ 3,519	\$ 4,679	0.40	0.80	0.40	0.40	0.80
Streets	Streets Specialist I	\$ 4,038	\$ 5,264	1.00	2.00	2.00	3.00	2.00
Streets	Streets Specialist I - Temporary	\$ 4,038	\$ 5,264	0.00	0.00	1.00	0.00	0.00
Streets	Streets Specialist II	\$ 4,867	\$ 6,346	2.00	1.00	1.00	0.00	1.00
P&R/The Center	Senior Services Administrator	\$ 5,814	\$ 7,730	1.00	1.00	1.00	0.00	0.00
P&R/The Center	Recreation Manager	\$ 7,065	\$ 9,396	0.00	0.00	0.00	1.00	1.00
P&R/The Center	Program Assistant	\$ 3,906	\$ 5,195	0.88	1.00	1.00	1.00	1.00
P&R/The Center	Program Coordinator	\$ 4,783	\$ 6,360	1.00	1.00	1.00	1.00	1.00
P&R/The Center	Bus Operator	\$ 3,519	\$ 4,679	0.00	0.00	0.00	0.50	0.50
P&R/The Center	Fitness Instructor	\$ 3,519	\$ 4,679	0.00	0.00	0.00	1.00	1.00
Water	Water Manager	\$ 7,065	\$ 9,396	0.00	1.00	1.00	1.00	1.00
Water	Lead Water Specialist	\$ 5,814	\$ 7,730	1.00	1.00	0.00	0.00	0.00
Water	Seasonal Laborer	\$ 3,519	\$ 4,679	0.40	0.40	0.40	0.40	0.40
Water	Water Quality Specialist	\$ 5,062	\$ 6,601	0.00	1.00	1.00	1.00	1.00
Water	Water Specialist I	\$ 4,038	\$ 5,264	3.00	1.00	1.00	2.00	2.00
Water	Water Specialist II	\$ 4,867	\$ 6,346	2.00	2.00	2.00	1.00	1.00
Water	Water Specialist III	\$ 5,112	\$ 6,669	0.00	0.00	1.00	1.00	1.00
Wastewater	Operations Manager - SWR/SD/SW	\$ 7,421	\$ 9,869	0.33	0.33	0.33	0.33	0.33
Wastewater	Interpretive Center Attendant	\$ 3,519	\$ 4,679	0.00	0.00	0.00	0.00	0.00
Wastewater	Lab Technician	\$ 5,211	\$ 6,798	1.00	1.00	0.00	0.00	0.00
Wastewater	Lab Chemist	\$ 5,477	\$ 7,145	0.00	0.00	1.00	1.00	1.00
Wastewater	Lead SD/WWC Specialist	\$ 5,814	\$ 7,730	0.50	0.50	0.50	0.50	0.00
Wastewater	Operations Foreman	\$ 5,985	\$ 7,807	0.00	0.00	0.00	0.00	0.50
Wastewater	Lead WWTP Operator	\$ 5,814	\$ 7,730	1.00	1.00	0.00	0.00	0.00
Wastewater	WWC/SD Specialist I	\$ 4,038	\$ 5,264	1.00	1.00	0.00	0.00	0.00
Wastewater	Treatment Plant OIT	\$ 4,115	\$ 5,369	0.00	1.00	1.00	2.00	2.00
Wastewater	WWTP Operator I	\$ 4,496	\$ 5,867	2.00	1.00	2.00	2.00	2.00
Wastewater	WWTP Operator II	\$ 5,062	\$ 6,601	3.00	3.00	2.00	2.00	2.00
Wastewater	WWTP Manager	\$ 7,065	\$ 9,396	1.00	1.00	1.00	1.00	1.00
Wastewater	WWTP Operator III	\$ 5,641	\$ 7,359	0.00	0.00	1.00	2.00	2.00
Solid Waste	Operations Manager - SWR/SD/SW	\$ 7,421	\$ 9,869	0.33	0.33	0.33	0.33	0.33
Solid Waste	Operations Foreman	\$ 5,985	\$ 7,807	0.00	0.00	0.00	0.00	1.00
Solid Waste	Lead Solid Waste Collector	\$ 5,814	\$ 7,730	1.00	1.00	1.00	1.00	0.00
Solid Waste	Seasonal Laborer	\$ 3,519	\$ 4,679	0.00	0.20	0.20	0.20	0.20
Solid Waste	Solid Waste Collector I	\$ 4,038	\$ 5,264	1.00	0.00	0.00	1.00	1.00
Solid Waste	Solid Waste Collector II	\$ 4,726	\$ 6,165	5.00	6.00	6.00	5.00	5.00
Storm Drain	Operations Manager - SWR/SD/SW	\$ 7,421	\$ 9,869	0.34	0.34	0.34	0.34	0.34
Storm Drain	Code Compliance Officer	\$ 5,022	\$ 6,679	0.00	0.00	0.00	0.00	0.00
Storm Drain	Lead Storm Drain Specialist	\$ 5,814	\$ 7,730	0.50	0.50	0.50	0.50	0.00
Storm Drain	SD/WW Compliance Inspector/Educator	\$ 5,162	\$ 6,735	1.00	1.00	1.00	1.00	1.00
Storm Drain	SD/WWC Specialist I	\$ 4,038	\$ 5,264	1.00	1.00	0.00	1.00	2.00
Storm Drain	SD/WWC Specialist II	\$ 4,867	\$ 6,346	3.00	3.00	5.00	4.00	3.00
Storm Drain	Seasonal Laborer	\$ 3,519	\$ 4,679	0.40	0.20	0.20	0.00	0.20

Department	Classification	Monthly Salary Range		Positions (FTE) - 4/02/24 Amendment				
		Minimum	Maximum	2020	2021	2022	2023	2024
P&R Marina	Harbormaster	\$ 7,065	\$ 9,396	1.00	1.00	1.00	1.00	1.00
P&R Marina	Marina Maintenance Attendant I	\$ 4,157	\$ 5,114	0.00	0.00	0.00	0.00	0.00
P&R Marina	Marina Maintenance Attendant II	\$ 4,409	\$ 5,428	2.00	1.00	1.00	0.00	1.00
P&R Marina	Assistant Harbormaster	\$ 5,022	\$ 6,679	0.00	0.00	0.00	1.00	1.00
P&R Marina	Marina Maintenance Attendant III	\$ 4,542	\$ 5,590	1.00	2.00	2.00	2.00	1.00
P&R Marina	Marina Operations Specialist III	\$ 4,542	\$ 5,590	1.00	1.00	1.00	1.00	1.00
P&R Marina	Seasonal Laborer	\$ 3,519	\$ 4,679	0.80	0.80	0.80	1.20	1.20
Shop/Repair	Maintenance Foreman	\$ 5,985	\$ 7,807	0.00	0.00	0.00	0.00	1.00
Shop/Repair	Lead Equipment Mechanic	\$ 5,814	\$ 7,730	1.00	1.00	1.00	1.00	0.00
Shop/Repair	Diesel Mechanic	\$ 5,162	\$ 6,735	1.00	1.00	1.00	1.00	1.00
Shop/Repair	Seasonal Laborer	\$ 3,519	\$ 4,679	0.00	0.40	0.40	0.40	0.40
Public Works	Public Works Director	\$ 10,962	\$ 14,578	1.00	1.00	1.00	1.00	1.00
Public Works	Administrative Assistant	\$ 4,337	\$ 5,768	1.00	0.00	0.00	0.00	0.00
Public Works	Archaeologist/Project Manager	\$ 7,065	\$ 9,396	1.00	1.00	1.00	1.00	1.00
Public Works	Assistant City Engineer	\$ 8,162	\$ 10,853	0.00	0.00	0.00	0.00	0.00
Public Works	Assistant PW Director/City Engineer	\$ 9,943	\$ 13,223	0.00	0.00	0.00	0.00	0.00
Public Works	Capital Project Manager	\$ 7,065	\$ 9,396	0.00	0.00	0.00	1.00	1.00
Public Works	Central Services Manager	\$ 7,065	\$ 9,396	1.00	1.00	1.00	1.00	1.00
Public Works	Purchasing/Contract Coordinator	\$ 5,535	\$ 7,361	0.00	0.00	0.00	1.00	1.00
Public Works	City Engineer	\$ 9,468	\$ 12,591	1.00	1.00	1.00	1.00	1.00
Public Works	Civil Engineer	\$ 7,421	\$ 9,869	0.00	0.00	0.00	0.00	0.00
Public Works	Construction Inspector	\$ 5,477	\$ 7,145	1.00	1.00	1.00	1.00	1.00
Public Works	Engineering Technician	\$ 5,112	\$ 6,669	1.00	1.00	2.00	2.00	2.00
Public Works	Facilities/Utility Maintenance Worker	\$ 4,726	\$ 6,165	1.00	1.00	1.00	1.00	1.00
Public Works	Project Engineer	\$ 7,421	\$ 9,869	0.00	2.00	3.00	1.00	1.00
Public Works	Project Manager	\$ 7,421	\$ 9,869	2.00	1.00	0.00	0.00	0.00
Public Works	Seasonal Painter	\$ 3,519	\$ 4,679	0.00	0.40	0.40	0.00	0.40
Public Works	Sr. Administrative Assistant	\$ 5,271	\$ 7,010	1.00	1.00	1.00	1.00	1.00
Public Works	Sr. Engineering Technician	\$ 5,477	\$ 7,145	0.00	1.00	1.00	1.00	1.00
Public Works	Stormwater Engineer	\$ 7,421	\$ 9,869	1.00	0.00	0.00	0.00	0.00
Public Works	Operations Manager - STR/WTR/FAC	\$ 7,421	\$ 9,869	1.00	0.00	0.00	0.00	0.00
Total				165.38	166.46	170.06	178.61	179.24

*Authorized per ordinance 1654 but not funded

** POC Firefighter count is equivalent to 23,850 hours

BUDGET ADJUSTMENT BUDGETED ENDING FUND BALANCE OVERVIEW

Fund	Ending Budgeted Fund Bal. - Current	Teamsters	Police	Fire	Non-Rep.	Ending Budgeted Fund Bal. - After
Fund 001	4,942,191.49	15,200.00	263,000.00	90,200.00	28,100.00	4,545,691.49
Fund 101	125,628.77	8,700.00				116,928.77
Fund 129	38,710.30				1,800.00	36,910.30
Fund 401	6,632,342.65	8,700.00			900.00	6,622,742.65
Fund 402	8,489,433.94	15,300.00			1,800.00	8,472,333.94
Fund 403	2,296,733.24	54,500.00				2,242,233.24
Fund 404	1,477,661.53	13,100.00			1,100.00	1,463,461.53
Fund 410	1,137,942.04	6,600.00			4,600.00	1,126,742.04
Fund 501	179,927.92	4,400.00				175,527.92
Fund 510	446,998.30	8,800.00			10,100.00	428,098.30
All Funds	25,767,570.18	135,300.00	263,000.00	90,200.00	48,400.00	25,230,670.18

TEAMSTERS - 1-11-24	No Change	Proposal	Difference	% Difference
Year 2023 Base	\$ 3,415,596.24	\$ 3,415,596.24		
Year 2024	\$ 3,470,949.34	\$ 3,605,452.90	\$ 134,503.56	3.88%
Year 2025*	\$ 3,473,035.89	\$ 3,717,511.08	\$ 244,475.19	7.04%
Year 2026*	\$ 3,523,404.27	\$ 3,723,354.15	\$ 199,949.88	5.67%

* Pension Employer Cost to Decrease 1.5% per Office of the State Actuary

Active

A

Count of Employee Name
Account

	Total	Allocation	Round
001.70.576.80.1100	7	\$ 15,185.89	\$ 15,200.00
101.00.542.90.1100	4	\$ 8,677.65	\$ 8,700.00
401.00.534.00.1100	4	\$ 8,677.65	\$ 8,700.00
402.10.535.00.1100	1	\$ 2,169.41	\$ 2,200.00
402.60.535.00.1100	6	\$ 13,016.47	\$ 13,100.00
403.10.537.00.1100	6	\$ 13,016.47	\$ 13,100.00
403.20.537.00.1100	6	\$ 13,016.47	\$ 13,100.00
403.30.537.00.1100	6	\$ 13,016.47	\$ 13,100.00
403.40.537.00.1100	7	\$ 15,185.89	\$ 15,200.00
404.00.542.90.1100	6	\$ 13,016.47	\$ 13,100.00
410.00.575.70.1100	3 Marina	\$ 6,508.24	\$ 6,600.00
501.00.548.68.1100	2	\$ 4,338.82	\$ 4,400.00
510.20.558.60.1100	3	\$ 6,508.24	\$ 6,600.00
510.30.518.20.1100	1	\$ 2,169.41	\$ 2,200.00
Grand Total	62	\$ 134,503.56	\$ 135,300.00

This was agreed to at 2-5-24 Council Meeting

PBA Bargaining - 1-11-24	No Change	Proposal	Difference	% Difference
Year 2023 Base	\$ 3,642,601.51	\$ 3,642,601.51		
Year 2024	\$ 3,720,875.15	\$ 3,983,669.57	\$ 262,794.42	7.06%
Year 2025	\$ 3,793,001.57	\$ 4,221,062.68	\$ 428,061.11	11.29%
Year 2026	\$ 3,844,564.70	\$ 4,422,600.66	\$ 578,035.96	15.04%

BARS

001.50.515.31.1100
 001.50.521.10.1100
 001.50.521.11.1100
 001.50.521.21.1100
 001.50.521.70.1100
 001.50.523.10.1100
 001.50.554.30.1100

OHPA Employee Proportional Alloc Round up

0 \$ - \$ -
 0 \$ - \$ -
 4 \$ 35,039.26 \$ 35,100.00
 3 \$ 26,279.44 \$ 26,300.00
 20 \$ 175,196.28 \$ 175,200.00
 2 \$ 17,519.63 \$ 17,600.00
 1 \$ 8,759.81 \$ 8,800.00
 \$ 262,794.42 \$ 263,000.00

3/19/2024

IAFF-Fire Payroll Costing Calculations

To be considered by Council at 4-2-24 Meeting

Cost (Dollars)	2023 (Base)	2024	2025
No Change (STEPS Only)	\$1,587,597	\$1,613,271	\$ 1,646,872.70
Proposal	\$1,587,597	\$1,728,014	\$ 1,790,267.03
<u>Increase</u>			
		2024	2025
Dollars		\$114,743	\$143,394
Percent		7.23%	9.03%

BARS	IAFF Employees Pct.	Proportional	Round up
001.55.522.20.1100	10	71%	\$81,959.42 \$82,000.00
001.55.522.41.1100	1	7%	\$8,195.94 \$8,200.00
001.56.522.20.1100	3	21%	\$24,587.83 \$24,600.00
Total	14	100%	\$114,743.19 \$114,800.00

001.05.511.60.????	0.00	0.00
001.05.511.60??????	0.00	0.00
001.15.513.10.????	3,103.68	3,200.00
001.15.513.10??????	1,274.64	1,300.00
001.15.515.31.????	0.00	0.00
001.28.518.10.????	2,727.72	2,800.00
001.30.514.20.????	8,871.84	8,900.00
001.30.514.20??????	1,800.36	1,900.00
001.38.558.50.????	0.00	0.00
001.38.558.50??????	0.00	0.00
001.38.558.60.????	842.64	900.00
001.38.558.60??????	1,551.84	1,600.00
001.38.558.62.????	0.00	0.00
001.38.558.70.????	1,753.08	1,800.00
001.50.515.31.????	621.48	700.00
001.50.521.10.????	3,359.28	3,400.00
001.55.522.10.????	468.00	500.00
001.55.522.30??????	1,021.92	1,100.00
001.70.576.80.????	0.00	0.00
129.10.569.00.????	1,219.56	1,300.00
129.10.569.00??????	468.00	500.00
401.00.534.00.????	831.60	900.00
402.60.535.00.????	1,753.08	1,800.00
404.00.542.90.????	1,021.92	1,100.00
410.00.575.70.1100	1,583.16	1,600.00
410.00.575.70??????	2,920.80	3,000.00
510.10.518.11.????	6,019.56	6,100.00
510.20.558.60.????	3,944.64	4,000.00
Grand Total	47,158.80	48,400.00

BUDGET AMENDMENT #6 2023-24 BIENNIAL BUDGET



City Council Meeting

4/2/2024

BUDGET AMENDMENT

This budget amendment is to account for previous approved bargaining agreements and a change in the non-represented healthcare and dental spouse/family share to conform with the bargaining agreements.



2024 BUDGET AMENDMENTS/ADJUSTMENTS

Teamsters Bargaining Unit

\$135,300 adjustment. City Council approved the Teamsters Collective bargaining agreement on January 16, 2024.

Oak Harbor Police Association Bargaining Unit

\$263,000 adjustment. City Council approved the Oak Harbor Police Association (OHPA) Commissioned and Non-Commissioned bargaining agreements on February 5, 2024.



2024 BUDGET AMENDMENTS/ADJUSTMENTS

Interntl. Association of Firefighters Bargaining Unit
\$90,200 adjustment, \$24,600 amendment. City Council approved the International Association of Firefighters (IAFF) bargaining agreement on April 2, 2024.

Non-Represented Employees

\$48,400 adjustment. Proposal to adjust the Employer/Employee Medical & Dental Family and Spouse cost share from the current 80%/20% to 90%/10% to match what has been included in the previously approved bargaining agreements.

BUDGET ADJUSTMENT OVERVIEW

BUDGET ADJUSTMENT BUDGETED ENDING FUND BALANCE OVERVIEW

Fund	Ending Budgeted Fund Bal. - Current	Teamsters	Police	Fire	Non-Rep.	Ending Budgeted Fund Bal. - After
Fund 001	4,942,191.49	15,200.00	263,000.00	90,200.00	28,100.00	4,545,691.49
Fund 101	125,628.77	8,700.00				116,928.77
Fund 129	38,710.30				1,800.00	36,910.30
Fund 401	6,632,342.65	8,700.00			900.00	6,622,742.65
Fund 402	8,489,433.94	15,300.00			1,800.00	8,472,333.94
Fund 403	2,296,733.24	54,500.00				2,242,233.24
Fund 404	1,477,661.53	13,100.00			1,100.00	1,463,461.53
Fund 410	1,137,942.04	6,600.00			4,600.00	1,126,742.04
Fund 501	179,927.92	4,400.00				175,527.92
Fund 510	446,998.30	8,800.00			10,100.00	428,098.30
All Funds	25,767,570.18	135,300.00	263,000.00	90,200.00	48,400.00	25,230,670.18

RECOMMENDED MOTION

Hold a public hearing on Ord. 1995.
Move to adopt Ordinance No. 1995 Budget Amendment #6 amending the 2023-2024 Biennial Budget; adopting an updated wage and salary schedule and plan of classification; and adjusting non-represented full-time employee dependent or family plan health and dental insurance cost shares.

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 6.b.
Date: April 2, 2024
Subject: Resolution 24-08: Authorizing the Surplus and Sale of Real Property NE Goldie Street, Oak Harbor, Washington, which constitutes 3.39 acres and bears Assessor's Parcel Number R13326-009-2990

FROM: Steve McCaslin, Economic Development Coordinator, Development Services Department

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Motion to approve Resolution 24-08, declaring the Goldie Road Property surplus, and authorize the Mayor to proceed with sale of the property through a sealed-bid process.

BACKGROUND / SUMMARY INFORMATION

The City purchased the property, identified as Parcel Number R13326-009-2990, in 1938 for public works' purposes. The City previously declared the Property to be surplus per Resolution 09-01 (Attachment 3) but never completed sale of the Property. Public Works Department evaluation shows that there is no need for the Property for public works' purposes, and City staff has determined that the City has no other need for use of the Property. This was previously presented to Council in the January 2024 Workshop.

Resolution 24-08 (Attachment 1) declares the property surplus. Per OHMC Section 1.30.010, the City completed a ten-day public notice (Attachment 2). This City Council Meeting serves as the public hearing.

LEGAL AUTHORITY

Oak Harbor Municipal Code Section 1.30.010

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

City Council Workshop January 24, 2024

ATTACHMENTS

1. [Resolution 24-08 Surplusing Goldie Street Property for Economic Development](#)
2. [Public Notices CC 04.02.2024](#)
3. [Resolution 09-01](#)
4. [Goldie Rd Parcel Map with Highlight](#)
5. [Goldie Rd Property Images](#)
6. [2024.04.02_CC_Resolution 24-08_Sale of Goldie Rd Property](#)

RESOLUTION 24-08

A RESOLUTION DECLARING ASSESSOR'S PARCEL NUMBER R13326-009-2990, A PARCEL CONSTITUTING 3.39 ACRES AND LOCATED AT NE GOLDIE STREET, SURPLUS TO CITY NEEDS AND DIRECTING THE PROPERTY AND/OR PROCEEDS OF SALE OF THE PROPERTY TO BE USED FOR ECONOMIC DEVELOPMENT PROJECTS

WHEREAS, the City of Oak Harbor ("City") owns a parcel of property located at NE Goldie Street, Oak Harbor, Washington, which constitutes 3.39 acres and bears Assessor's Parcel Number R13326-009-2990 (the "Property"); and

WHEREAS, the Property was purchased in 1938 in conjunction with the purchase of all of the property in former Assessor's Parcel Number R13326-101-4180 for public works' purposes; and

WHEREAS, the City previously declared the Property to be surplus per Resolution 09-01; and

WHEREAS, the City has never completed a sale of the Property; and

WHEREAS, the experience of the public works department and the evaluation of public works' staff shows that there is no need for the Property for public works' purposes; and

WHEREAS, City staff has reviewed the Property and determined that the City has no other need for use of the Property; and

WHEREAS, notice of a public hearing to consider declaring the Property surplus to the City's needs was published on March 16, 2024 in the Whidbey News Times; and

WHEREAS, the City Council held a public hearing on April 02, 2024 at a regularly scheduled city council meeting to hear public comments concerning the proposed surplus of the Property; and

WHEREAS, the City Council determines that the City no longer has need of the Property; and

WHEREAS, the Property and/or proceeds of the sale of the Property would benefit the community as a whole for years to come if dedicated to economic development projects; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oak Harbor as follows:

1. The City Council finds that the 3.39 acres located at: NE Goldie Street, Oak Harbor, Washington, Assessor's Parcel Number R13326-009-2990 (the "Property") and owned by the City is surplus to the City's needs and may be sold, exchanged or otherwise disposed of at fair market value; and

2. The City Council intends that the Property or the proceeds from the sale of the Property be used by the City for economic development projects.

PASSED and approved by the City Council this _____ day of _____, 2024.

THE CITY OF OAK HARBOR

Ronnie Wright, Mayor

Attest:

Julie Nester, City Clerk

Approved as to Form:

Hillary Evans, City Attorney

PUBLISH: Saturday, March 16, 2024

Public Hearing Notice
Oak Harbor City Council

NOTICE is hereby given that the Oak Harbor City Council will hold a public hearing on Tuesday, April 2, 2024 at 6:00 p.m. at the City Council Regular Meeting regarding the following:

- **Resolution 24-08:** Authorizing the Surplus and Sale of Real Property NE Goldie Street, Oak Harbor, Washington, which constitutes 3.39 acres and bears Assessor's Parcel Number R13326-009-2990

The meeting may be viewed live via YouTube or on Channel 10. Anyone wishing to support or oppose these items or provide other relevant comments may do so by attending the meeting in person, by writing in, or by submitting comments electronically to the City Clerk at jnester@oakharbor.org or by calling (360) 279-4571 (after 5 p.m. on the Friday preceding the meeting and prior to the start of the meeting). To ensure comments are recorded properly, state your name clearly when leaving a voicemail message. Please limit your comments to three (3) minutes.

Julie Nester, City Clerk

Julie Nester
City Clerk

Posted on March 15, 2024
POSTED: City Hall Bulletin Boards
www.oakharbor.gov

PUBLISHED: WNT legal section on 03/16/2024

EMAILED: legals@soundpublishing.com

Remove posting after 03/16/2024

A RESOLUTION DECLARING ASSESSOR'S PARCEL NUMBER R13326-009-2990, A PARCEL CONSTITUTING 3.29 ACRES AND LOCATED AT NE GOLDIE STREET, SURPLUS TO CITY NEEDS AND DIRECTING THE PROPERTY AND/OR PROCEEDS OF SALE OF THE PROPERTY TO BE USED IN A CITY AFFORDABLE HOUSING PROJECT

WHEREAS, the City of Oak Harbor ("City") owns a parcel of property located at NE Goldie Street, Oak Harbor, Washington, which constitutes 3.29 acres and bears Assessor's Parcel Number R13326-009-2990 (the "Property"); and

WHEREAS, the Property was purchased in 1938 in conjunction with the purchase of all of the property in former Assessor's Parcel Number R13326-101-4180 for public works' purposes; and

WHEREAS, the experience of the public works department and the evaluation of public works' staff shows that there is no need for the Property for public works' purposes; and

WHEREAS, City staff has reviewed the Property and determined that the City has no other need for use of the Property apart from the affordable housing project which the City contemplates undertaking; and

WHEREAS, notice of a public hearing to consider declaring the Property surplus to the City's needs was published on January 10, 2009 in the Whidbey News Times; and

WHEREAS, the City Council held a public hearing on January 20, 2009 at a regularly scheduled city council meeting to hear public comments concerning the proposed surplus of the Property; and

WHEREAS, the City Council determines that the City no longer has need of the Property; and

WHEREAS, development pressures have led to the elimination of several mobile home parks in the City of Oak Harbor; and

WHEREAS, the City Council finds that the City can best ensure the survival of affordable housing for lower-income residents who would otherwise prefer to live in mobile home parks by creating a manufactured home community in public ownership; and

WHEREAS, the City wishes to develop a manufactured home community for affordable housing purposes; and

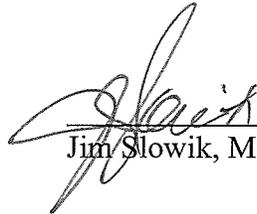
WHEREAS, the Property and/or proceeds of the sale of the Property would benefit the community as a whole for years to come if dedicated to an affordable housing project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oak Harbor as follows:

1. The City Council finds that the 3.29 acres located at: NE Goldie Street, Oak Harbor, Washington, Assessor's Parcel Number R13326-009-2990 (the "Property") and owned by the City is surplus to the City's needs and may be sold, exchanged or otherwise disposed of at fair market value; and
2. The City Council intends that the Property or the proceeds from the sale of the Property be used by the City for an affordable housing project provided that adequate grant funding can be obtained to finance the affordable housing project.

PASSED and approved by the City Council this 20th day of JANUARY, 2009.

THE CITY OF OAK HARBOR



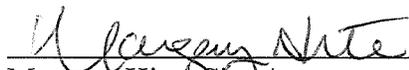
Jim Slowik, Mayor

Attest:



Connie Wheeler, City Clerk

Approved as to Form:



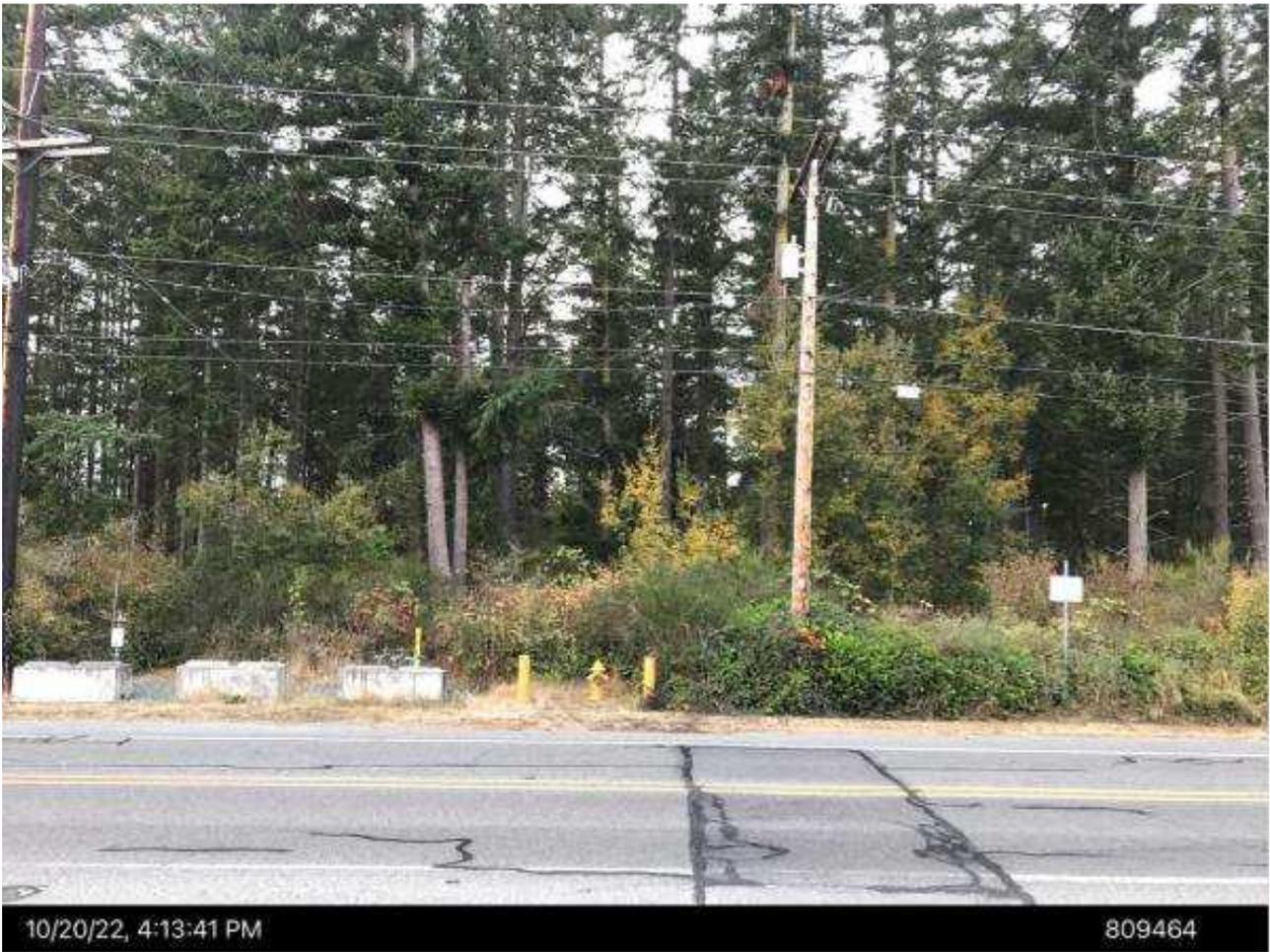
Margery Hite, City Attorney



Map ID: 231 SE 1/4 Sec.26 Twp.33 R.1E 26-33-1E Island County Assessor's Office

218 219 222 223 Current Quarter Section Abbreviated parcel numbers are listed. To get the full number:

Goldie Rd Property



RESOLUTION 24-08

*Authorizing the Surplus and Sale of Real Property
on NE Goldie Street*

City
Council
Meeting

02 April 2024

BACKGROUND

- City owns a parcel of property located on the west side NE Goldie Rd
 - Assessor's Parcel Number **R13326-009-2990**
 - **±3.39** acres / **~147,667** ft²



BACKGROUND

- Property purchased in **1938** for public works' purposes
 - Purchase price of **\$65.00**
- City previously declared the Property to be surplus per **Resolution 09-01**
 - Never completed sale of the Property
- Public Works Department evaluation shows that there is **no need** for the Property for public works' purposes
- City staff has determined that the City has **no other need** for use of the Property

RECOMMENDATION

- Adopt new “Resolution 24-08” to supersede “Resolution 09-01”
 - Declare it surplus
 - Conduct a sealed-bid process
 - Tie it into economic development activities

- City has received two offers for the property
 - One in July 2020 and one in September 2023
 - Both offers were declined

- Sale of the property would include reserving a **60-foot right-of-way** for a future road

RECOMMENDATION

Motion to approve Resolution 24-08, declaring the Goldie Road Property Surplus, and authorize the Mayor to proceed with sale of the property through a sealed-bid process.

Questions?

City Council Meeting

10/17/23

City of Oak Harbor
City Council Agenda Bill

Bill No. 7.a.
Date: April 2, 2024
Subject: Resolution 24-10: Washington
State Recreation &
Conservation Office grant
applications

FROM: Wendy Horn, Grants Administrator on behalf of Parks and Recreation

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- ⊙ Ronnie Wright, Mayor
- ⊙ Sabrina Combs, Interim City Administrator
- ⊙ David Goldman, Deputy City Administrator
- ⊙ Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Move to approve Resolution 24-10, authorizing the Mayor to sign a Recreation Conservation Office (RCO) Applicant Authorization Resolution for the COAF, YAF, LWCF and WWRP-Recreation grant programs.

BACKGROUND / SUMMARY INFORMATION

The Washington State Recreation Conservation Office (RCO) has 25 different grant programs that it administers. The programs range from salmon recovery, conservation and boating to parks, trails and a wide range of outdoor recreation activities.

The application window is open for a number of these programs with the deadline for all of them being May 1, 2024. The Parks and Recreation Department is interested in applying for four programs this cycle.

The Community Outdoor Athletic Facilities grant program is new this year. The goal of this program is to improve meaningful access to athletic facilities for underserved communities statewide. There are two rounds of funding. The first will award \$12 million in October 2024. The second will award another \$12 million in July 2025. There is no local match requirement. Parks and Recreation is proposing to apply for \$800,000 to build new pickleball courts in Oak Harbor.

The Youth Athletic Fields grant program funds projects to buy land, develop or renovate outdoor athletic facilities. The program will announce a preliminary ranked list for the \$11.2 million in funding in late October 2024. There is a 40% match requirement. Parks and Recreation is proposing to apply for \$800,000 for new pickleball courts in Oak Harbor. The department has identified several sources for the match including the Community Outdoor Athletic Facilities grant, if awarded, REET, Park Impact Fees or General Fund.

The Land and Water Conservation Fund provides funding to preserve and develop outdoor recreation resources. The program will announce its preliminary ranked list for the \$14 million in funding in late October 2024. There is a 50% match requirement with 10% required to be local funds. Parks and Recreation is proposing to apply for \$900,000 to build an inclusive regional playground in Oak Harbor. The department has identified several sources for the match including fundraising, REET, Park Impact Fees and/or General Fund.

The Washington Wildlife and Recreation Program - Recreation Projects provides funding for a broad range of land protection and outdoor recreation activities. The program will announce its preliminary ranked list for the \$45 million in funding in late October 2024. There is a 40% match requirement. Parks and Recreation is proposing to apply for \$300,000 to improve the baseball fields at Windjammer Park. The matching funds would come from the Windjammer Fund.

LEGAL AUTHORITY

FISCAL IMPACT

Grant awards will be announced in October 2024. If the City makes the preliminary list for any of the grants, the Parks and Recreation Department will include the amount(s) in the 2025-2026 biennial budget that will be developed in fall 2024.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

The Parks and Recreation Department presented the Pickleball Court development plan to the Parks and Recreation Commission and then to the City Council at the February 28, 2024 Council workshop.

The Parks and Recreation Department presented information about an Inclusive Regional Playground plan to the Parks and Recreation Commission and then to the City Council at the March 27 Council workshop.

The Parks and Recreation Department presented information about the baseball fields improvements at Windjammer Park at the June 28, 2023 Council meeting for another grant application.

ATTACHMENTS

1. [RCO - WWRP-R](#)
2. [RCO - LWCE](#)
3. [RCO - YAF](#)
4. [RCO - COAF](#)
5. [Resolution 24-10](#)
6. [Resolution 24-10 PowerPoint](#)



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Tallen 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
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RCO Grant Agreement (Agreement)	
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3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
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5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
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acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Tallen 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

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5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
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- 15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
- 16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Tallen 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

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7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Tallen 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

RESOLUTION 24-10

A RESOLUTION OF THE CITY OF OAK HARBOR AUTHORIZING ITS PARKS AND RECREATION DEPARTMENT TO APPLY FOR WASHINGTON RECREATION AND CONSERVATION OFFICE GRANTS

WHEREAS, the City Council established a Parks and Recreation Department last year with the purposes of managing parks, play and recreation grounds, marina and senior center and conduct any form of recreation or cultural activity; and

WHEREAS, the Parks and Recreations Director proposes the City apply for several grants offered by the Washington Recreation and Conservation Office (“RCO”); and

WHEREAS, the Parks and Recreation Department wishes to apply for a \$800,000 Youth Athletic Facilities grant to construct pickleball courts in Oak Harbor; and

WHEREAS, the Parks and Recreation Department wishes to apply for a \$800,000 Community Outdoor Athletic Facilities grant to construct pickleball courts in Oak Harbor; and

WHEREAS, the Parks and Recreation Department wishes to apply for a \$900,000 Land and Water Conservation Fund grant to construct an adaptive playground in Oak Harbor; and

WHEREAS, the Parks and Recreation Department wishes to apply for a \$300,000 Washington Wildlife and Recreation Program-Recreation Projects grant to improve baseball fields in Oak Harbor; and

WHEREAS, the City Council finds it is in the best interest of the City to apply for these RCO grants to support community parks and recreation opportunities;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oak Harbor that the Mayor is authorized to sign Resolution 24-10 in support of obtaining grant funding to assist with Parks and Recreation activities.

PASSED by the City Council and approved by its Mayor this 2nd day of April, 2024.

CITY OF OAK HARBOR

Ronnie Wright, Mayor

Attest:

Julie Nester, City Clerk

Approved as to Form:

Hillary J. Evans, City Attorney

WA STATE RECREATION & CONSERVATION OFFICE GRANT PROGRAMS



CITY OF
Oak Harbor
WHIDBEY ISLAND, WASHINGTON

City Council Meeting
April 2, 2024

WA STATE RECREATION & CONSERVATION OFFICE (RCO)

*“Investing in
Washington’s Great
Outdoors”*

Recreation
Conservation
Salmon & Orca Recovery
Invasive Species

- 25 Grant Programs
 - Salmon Recovery
 - Parks
 - Trails
 - Conservation
 - Boating
 - Outdoor Recreation
 - Shooting Ranges

Combination of State and Federal funding sources

CURRENT CALL FOR PROPOSALS

- **Community Outdoor Athletic Facilities (new program)**
 - Funding to improve access to outdoor athletic facilities
- **Youth Athletic Facilities**
 - Funding to buy land & develop or renovate outdoor athletic facilities
- **Land & Water Conservation Fund**
 - Funding to buy and/or improve parks, trails, wildlife lands, & other outdoor recreation resources
- **Washington Wildlife & Recreation Program-Recreation**
 - Funding to broad range of land protection & outdoor recreation

COMMUNITY OUTDOOR ATHLETIC FACILITIES

- Pickleball Courts
- \$800,000 request
 - No match
 - Can be used as a match for YAF
- Deadline – May 1
- 2 Award Dates
 - \$12 million in Oct 2024
 - \$12 million in July 2025



YOUTH ATHLETIC FIELDS



- Pickleball Courts
- \$800,000 request
 - 40% match
 - COAF/REET/Impact Fees/GF
- Deadline – May 1
- Prelim List – Oct 2024

LAND & WATER CONSERVATION



- Inclusive Playground
- \$700,000 request
 - 50% Match/10% must be local funds
 - Fundraising/REET/Impact Fees/GF
- Deadline – May 1
- Prelim List – Oct 2024

WWRP - RECREATION

- **Baseball Fields**
- **\$300,000 request**
 - **40% Match - Windjammer Fund**
- **Deadline May 1**
- **Prelim list –
Oct 2024**



RECOMMENDED MOTION

I move to approve Resolution 24-10, authorizing the Mayor to sign a Recreation Conservation Office (RCO) Applicant Authorization Resolution for the COAF, YAF, LWCF and WWRP-Recreation grant programs.

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 8.a.
Date: April 2, 2024
Subject: Bid Award - Ault Field Water
Pump Station - Electrical
System Replacement

FROM: Alex Warner, City Engineer, Brett Arvidson, Project Manager

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

It is recommended that the City Council award the contract for West Whidbey Utility Replacement project to the low bidder Preferred Industrial Electric, Inc in the amount of \$407,306.55 and authorize the Public Works Director to sign change orders up to standard amount of \$81,461.00 in total.

BACKGROUND / SUMMARY INFORMATION

The City of Oak Harbor intends to rebuild the electrical system at the Ault Field Pump Station. This pump station is the main supply pump for the City’s water system and is a key critical failure point for the City’s water supply. The electrical system was originally constructed in the 1970’s and the ancient system needs replacement.

On March 19th bids were opened for the project. The bid results are as follows:

- 1. Preferred Industrial Electric, Inc \$407,306.55
- 2. Blue Mountain Electric, Inc \$436,000.00

Engineers Estimate \$450,000.00

Staff recommends awarding the contract to the low bidder Preferred Industrial Electric.

A portion of the work included in this contract is allocated to a capital project in the 2023-2024 Budget, the Ault Field Variable Frequency Drives (VFD) Replacements, with \$100,000 allocated from the water fund.. After review of the system last year, and multiple discussions with the City Council, the project has completely changed in scope, and most of the electrical system, as well as the VFD’s, are recommended to be replaced.

Attached is the Preferred Industrial Electric, Inc bid proposal.

Per the City of Oak Harbor’s Purchasing Policy Manual, the change order allowance is to be 20% of the construction cost or \$100,000.00, whichever is less. In accordance with the manual, Staff requests City Council authorize a total change order allowance of \$81,461.00.

LEGAL AUTHORITY

FISCAL IMPACT

Fund 431, Water Capital - \$407,306.55. There are sufficient funds within the water fund balance. A future budget amendment will be presented upgrading the budget impacts.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

August 15, 2023 – The City Council authorized the Mayor to sign the Professional Service Amendment No. 2 with Gray and Osborne, Inc. in the amount of \$161,930.00, increasing the total consultant contract amount from \$333,260.00 to \$495,190.00 which included the design services for the Ault Field Project.

ATTACHMENTS

- 1. [Preferred Industrial Electric Bid](#)
- 2. [Electrical System Rehabilitation](#)



PREFERRED INDUSTRIAL ELECTRIC LLC
158904 W NORTH RIVER RD, PROSSER, WA 99350
PHONE: 509-502-8646 | FAX: +1 509-236-1429

AULT FIELD BOOSTER STATION ELECTRICAL UPGRADES

ENG23-04

BID DATE 3/19/24 2PM PT

PREFERRED
INDUSTRIAL ELECTRIC LLC

BIDDERS' CHECKLIST

The bidder's attention is especially called to the following forms which must be completed in full and submitted collectively as Bid Proposal package.

- 1. **PROPOSAL FORM**
- 2. **BIDDER'S IDENTIFICATION AND CONTACT INFORMATION**
- 3. **WORK ALLOCATION AND LIST OF SUBCONTRACTORS**
- 4. **ACKNOWLEDGEMENT OF ADDENDA (ON BID PROPOSAL)**
- 5. **POWER-OF-ATTORNEY FOR SURETY'S AGENT TO EXECUTE BIDDER'S BOND (NOTARIZED)**
- 6. **BID BOND**
Cash, Certified Check or Bid Bond through a Surety Company.
- 7. **NON-COLLUSION AFFIDAVIT**
- 8. **CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES**

The following contract forms are to be executed and submitted within ten (10) calendar days after award of Contract:

- 1. **CONTRACT**
This agreement is to be executed by the successful bidder in four counterparts.
- 2. **PERFORMANCE BOND**
To be executed by the successful bidder and the bidder's surety company.
- 3. **LABOR AND MATERIAL PAYMENT BOND**
To be executed by the successful bidder and the bidder's surety company.
- 4. **PROOF OF INSURANCE AND QUESTIONNAIRE**
Copy of policy and appropriate endorsements on forms provided or other form acceptable to the Owner.
- 5. **LETTER OF EMPLOYMENT OF SUBCONTRACTOR**
The contractor shall complete the attached form.

PROPOSAL

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, Washington 98277-3280

The undersigned has examined the Work site(s), local condition, the Contract Documents, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract Documents and all applicable laws and regulations.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is awarded the contract for the Work, it shall employ only contractors and Subcontractors that are duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

The undersigned agrees that the Owner reserves the right to Award the contract to the lowest responsible, responsive bidder whose Proposal is in the best interests of the Owner. The Owner will determine at the time of Award of the Contract which Base Bid Schedules and Alternative Bid Schedules, if any, will be included in the Contract.

AULT FIELD WATER PUMP STATION ELECTRICAL REHABILITATION: #ENG-23-02

ENG23-04	Bid Schedule	Quantity	Unit	Price
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Bid Price to Complete General Construction Work as Described in the Contract Documents and Shown on Contract Plans	1	LS	\$348,675.73
Change Allowance	1	EST	\$25,000

SUBTOTAL BID AMOUNT: \$ 373,675.73

WASHINGTON SALES TAX (9.0%): \$ 33,630.82

TOTAL BID AMOUNT: \$ 407306.55

TOTAL BID WRITTEN IN WORDS:

\$ FOUR HUNDRED AND SEVEN THOUSAND THREE HUNDRED AND SIX 55/100 US DOLLARS

BIDDER IDENTIFICATION AND CONTACT INFORMATION

Name of Firm: PREFERRED INDUSTRIAL ELECTRIC LLC

Address: 158904 W NORTH RIVER RD, PROSSER, WA 99350

Telephone No.: 5094391266 Cell No.: 5094391266

Contact Person for this Project: FERMIN FERNANDEZ

Email: FERMINF@PI-ELECTRIC.COM

PROPOSAL – Continued

PROPOSED SUBCONTRACTORS

List all other Subcontractors and their Washington State Department of Licensing contractor's Registration No. that will be used on the Work if you are awarded the contract, together with the work to be performed. This information shall be provided to the Owner and Engineer at the time of the bid opening.

Work to be Performed	Subcontractor (Name and Registration No.)

PROPOSAL – Continued

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient
#1	3/13/24	FERMIN FERNANDEZ

NOTE: Contractor is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

Subject to any extensions of the Contract Time granted under the Contract Documents, the undersigned agrees to physically complete the Work required under this contract within **365 (three hundred sixty-five) calendar days** after the commencement date stated in the Notice to Proceed.

The undersigned has reviewed and fully understands the provisions in the Contract Documents regarding liquidated damages and agrees that liquidated damages for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

The undersigned’s Washington State Department of Labor and Industries Workman’s Compensation Account No. is 681,311-00.

The undersigned has reviewed all insurance requirements contained in the Contract Documents and has verified the availability of and the undersigned’s eligibility for all required insurance. The undersigned verifies that the cost for all required insurance has been included in this Proposal.

The undersigned waives its immunity under applicable Workman’s Compensation Statutes including, but not limited to, R.C.W. Title 51. This waive has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.

PROPOSAL – Continued

2. That by signing the signature page of this Proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Proposal Signature:

PREFERRED INDUSTRIAL ELECTRIC LLC

Print Company Name

By: FERMIN FERNANDEZ

Print Name



Sign Name

OWNER

Title

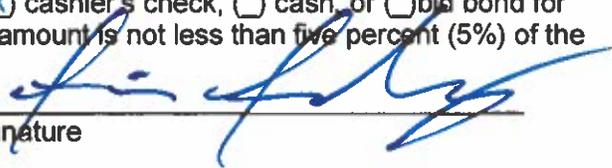
3/14/24

Date

BID BOND

Herewith find deposit in the form of () check, (X) cashier's check, () cash, or () bid bond for the amount of \$ 20,365.33, which amount is not less than five percent (5%) of the total bid.

Signature



KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, Surety, are held and firmly bound unto the City of Oak Harbor, as Obligee, in the penal sum of

_____ Dollars,

5% of Maximum Bid Amount That Could Be Awarded

for the payment of which the Principal and Surety bid themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

Project Name: AULT FIELD WATER PUMP STATION ELECTRICAL REHABILITATION
Contract #: ENG-23-02

According to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety of Sureties approved by the Obligee; or, if the Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED AND DATED THIS _____ DAY OF _____, 20____.

PRINCIPAL

SURETY

By _____

By _____

Title _____

Title _____

Power of Attorney

By



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**Saturday, February 24th, 2024**), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

PREFERRED INDUSTRIAL ELECTRIC LLC

Bidder's Business Name

[Handwritten Signature] *3/15/24*

Signature of Authorized Official*

FERMIN FERNANDEZ

Printed Name

OWNER

Title

3/14/24

Date

PROSSER

City

WA

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

WASHINGTON

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

AULT FIELD WATER PUMP STATION ELECTRICAL REHABILITATION PROJECT AWARD



CITY OF
Oak Harbor
WHIDBEY ISLAND, WASHINGTON

City Council Meeting

April 2, 2024

AULT FIELD PUMP STATION

- Ault Field Pump Station is the main drinking water feed to the city.
- The ancient electrical system is a critical failure point on the city water system.

AULT FIELD PUMP STATION



AULT FIELD PUMP STATION





BID OPENING

- **March 19, 2024 at 2:00pm at City Hall:**
 - **Preferred Industrial Electrical** **\$407,306.55** *(low-bidder)*
 - **Blue Mountain Electric** **\$436,000.00**

 - **Engineers Estimate** **\$450,000.00**

- **Per the City of Oak Harbor’s Purchasing Policy Manual, the change order allowance is to be 20% of the construction cost or \$100,000.00, whichever is less. In accordance with the manual, Staff requests City Council authorize a total change order allowance of \$81,461.00.**

RECOMMENDED MOTION

- *I move that the City Council authorize the Mayor to sign the contract for Ault Field water pump station electrical rehabilitation project the low bidder Preferred Industrial Electrical, Inc in the amount of \$407,306.55 and authorize the Public Works Director to sign change orders up to \$81,461.00 in total.*

Questions?

City Council Meeting

4/2/2024

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 8.b.
Date: April 2, 2024
Subject: Professional Services
Agreement with Kimley-Horn
and Associates, Inc. for Climate
Change and Comprehensive
Plan Update Services

FROM: Cac Kamak, AICP, Principal Planner, Development Services Department

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

Approval of the Professional Services Agreement with Kimley-Horn and Associates, Inc. for Climate Change and Comprehensive Plan Update services.

BACKGROUND / SUMMARY INFORMATION

The City applied for and received two separate grants from the Department of Commerce to update the City Comprehensive Plan and plan for Climate Change. The grant amounts to \$125,000 for the Comprehensive Plan and \$150,000 for the Climate Change Element for a total of \$275,000.

The City did a Request for Qualifications for these updates and received 10 interested consultant teams. A committee was formed that included City Council and Planning Commission members to review, evaluate, and select a consultant team. Six firms were interviewed and eventually Kimley-Horn was selected as the top candidate to head the Comprehensive Plan and Climate Element update.

The scope of services and proposed budget is attached to the Professional Services Agreement (PSA).

LEGAL AUTHORITY

RCW 35A.12.190, RCW 35A.11.020, OHMC 2.305.010 and the City's Purchasing Policy and Procedures Manual

FISCAL IMPACT

The project will be primarily funded by Department of Commerce grant dollars. The City has budgeted an additional \$25,000 if needed.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [PSA with Kimley-Horn and Associates Inc. - Contract](#)
2. [Presentation](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR
AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation (“City”), and Kimley-Horn and Associates, Inc., a North Carolina Corporation licensed to do business in Washington State (“Consultant”).

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services to conduct a periodic update to the City’s Comprehensive Plan and development regulations and incorporate new Climate Resilience sub-element into the Plan. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as Exhibit “A” and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

- (1) Minor Changes in Scope. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule.

Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services. Such work will be considered as extra work and will be specified in a written supplement to the Scope of Services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

- (2) Work Product and Documents. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work and payment in full of all monies due to the Consultant, shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

- (3) Appointment and Term. The term of services under this Agreement shall commence upon the date of final execution by all parties (“Effective Date”) and shall end upon the earlier of:
- (1) Completion and delivery by Consultant, and acceptance by City, of all required deliverables under the Scope of Work, or
 - (2) Expenditure of the maximum authorized contract amount of \$275,000 under this Agreement.
 - (3) December 31, 2026, provided that services may be terminated prior to end of term as provided herein, or

The parties anticipate that the Consultant’s services will be completed on or around August 2025, however, the parties agree that the Consultant’s services shall be completed no later than December 31, 2026, unless the scope of work under this Agreement is otherwise amended by written agreement of the parties. Under no circumstances may the term of this Agreement extend beyond December 31, 2026, or involve total expenditure exceeding \$275,000 without written amendment hereto.

- (4) Nonassignable. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.
- (5) Employment. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

- (6) Indemnification/Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- (7) Insurance.

- a. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- b. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types and coverage described below:
 - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 - iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- iv. Professional Liability insurance appropriate to the Consultant's profession.
- d. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:
 - i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - iii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- e. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
- f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- g. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
- h. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- i. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- j. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any

certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

- (8) Discrimination Prohibited and Compliance with Equal Opportunity Legislation. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.
- (9) Unfair Employment Practices. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.
- (10) Legal Relations. The Consultant shall comply with all published federal, state and local laws and ordinances in effect at the time the services are provided applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified, are licensed to practice in the state of Washington, and otherwise fully competent to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.
- (11) Independent Contractor.
 - a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his/her status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.
 - b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments including, but not limited to, federal income tax, FICA, social security

tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

- c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.
 - d. Prior to commencement of work, the Consultant shall obtain a business license from the City.
- (12) Conflicts of Interest. Immediately upon becoming aware of any conflicts or potential conflicts of interest, the Consultant agrees to and shall notify the City at the earliest of any potential conflicts of interest in Consultant's client base. In the event that the Consultant provides notice to the City that there is a conflict or a potential conflict of interest is apparent, the City can determine at its sole discretion to select/hire/contract a Hearing Examiner Pro-Tem.
- (13) City Confidences. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.
- (14) Subcontractors/Subconsultants.
- a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.
 - b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process.
 - c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.
 - d. All subcontractors/subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

(1) Payments.

- a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section in Exhibit “A.”

The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit “B.” Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services, the City shall pay Consultant a mutually agreed amount.

- b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month. At a minimum, invoices shall include:

- (i) current invoice amount
- (ii) total current monthly billing

The Consultant shall maintain time and expense records and provide them to the City upon request.

- c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

(2) City Approval. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements as achievable by exercise of Consultant’s customary industry professional standard of care.

(3) Maintenance/Inspection of Records. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices, All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

(1) Notices.

Notices to the City shall be sent to the following address:

**DIRECTOR OF DEVELOPMENT SERVICES
CITY OF OAK HARBOR
865 SE BARRINGTON DRIVE
OAK HARBOR, WA 98277**

Notices to the Consultant shall be sent to the following address:

**KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE STREET, SUITE 600
RALEIGH, NC 27601**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

(2) Termination. The right is reserved by the City to terminate this Agreement at any time. The parties may by mutual agreement terminate this contract with 10 days written notice.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV(1).

(3) Disputes. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

(4) Extent of Agreement/Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

(5) Severability.

- a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed

inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

- (6) Nonwaiver. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.
- (7) Fair Meaning. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.
- (8) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- (9) Venue. The venue for any action to enforce or interpret this Agreement shall lie in the Island County Superior Court.
- (10) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
- (11) Authority to Bind Parties and Enter into Agreement. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 20__.

CITY OF OAK HARBOR

KIMLEY-HORN AND ASSOCIATES, INC.

By _____
Ronnie Wright, Mayor

By  _____
Canaan Reeverts, Associate
KIMLEY-HORN AND ASSOCIATES, INC.

Approved as to form:

Hillary J. Evans, City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A - Oak Harbor Comprehensive Plan Update scope of work

Comprehensive Plan Tasks and Scope

Task 1: Project Kickoff and Project Charter

Task will include an initial project kickoff meeting followed by development of a short project charter. The charter confirms the project goals, schedule, expectations, risks/mitigation, team members, and requirements. In addition, it identifies the project team with roles, communication protocols, and project risks/mitigation. This proactive process sets a firm foundation for project work and is especially important given that the project will include close coordination between our team and multiple City departments.

Proposed Deliverables:

- Kickoff meeting agenda and notes.
- Preparation draft and final project charter.

Assumptions:

- Kickoff meeting agenda prepared in coordination with the City.
- Project charter assumes one round of review and edit.
- Assumes virtual kickoff meeting.
- Assumes City will assist in providing critical information for charter development.
- Assumes Task will be combined with Task 14 – Project Kickoff and Chapter for Climate Element.

Task 2: Reoccurring project team meetings and project administration

Task will include recurring meetings that will likely be set for every two weeks at a consistent date and time. These meetings will start as soon as the contract is signed and run through the end of the project. It is expected that all City management staff involved in the project will participate in the recurring meetings, with other staff participating as needed. We have also allotted some time for smaller group meetings on specific topical areas.

Kimley-Horn will send agendas ahead of the recurring meetings to ensure the time is well used, ensure all team members are prepared to make progress on individual work items, and that the team can be prepared to make decisions. The agendas at these recurring meetings will cover, at a minimum, the following broad items:

- Updates and discussion of in-progress deliverables.
- Public engagement activities.
- Schedule status and deadlines.
- Other housekeeping items.

Some time to this task is also allotted for the administration of the project budget, monitoring the schedule and deadlines, and checking the progress of deliverable development for subconsultant work.

Proposed Deliverables:

- Bi-weekly meetings.
- Smaller group meetings on specific topics, when necessary.
- Preparation of meeting agendas.

Assumptions:

- Assumes two ½ hour meetings per month with project team.
- Assumes two 1-hour work sessions with project team .
- Assumes 8 hours for smaller project team meetings on specific tasks.
- Assumes Task will be combined with Task 15 – Reoccurring project meetings for Climate Element.

Task 3: Community Engagement Plan and Community Engagement

Task will include development of a short Community Engagement Plan (CEP) meeting GMA requirements. The CEP will integrate community involvement tactics which will be utilized by the City and Kimley-Horn during the life of the project.

For community engagement, Kimley-Horn will focus on:

- Creating a brand and logo for the project
- Creating two short project surveys to better understand community priorities.
 - Survey 1: Developed at project kickoff to gain important information on community values and what is important to the community as the City plans for growth out to 2044.
 - Survey 2: The other survey would occur concurrent with the release of the draft comprehensive plan to engage the community on the draft plan. (may be completed under Task 16).
- Assisting with creation of materials for community outreach events.
- Creating content for website throughout projects.
- Attending community meetings and open houses.
- Preparation of materials and attendance at Steering Committee meetings

Proposed Deliverables:

- Community Engagement Plan
- Community engagement summary of results
- Project logo and brand for project
- One online surveys and results compilation.
- Assist with community outreach materials and content for website.

Assumptions:

- Assumes attendance at one in person event (outside Steering Committee meetings). Additional events may be held under Task 16.

- Assumes two rounds of review and edits on plans and materials.
- Assumes preparation of materials and attendance at up to two Steering Committee meetings which will last two hours. The other two meetings will be under Task 16. Assumes City will lead effort to pull Steering Committee members and that the committee will include members of the community who may be impacted by climate change so Committee can also work on new Climate Element.

Task 4: Public meetings and hearings

This task provides for the consultant team to be available for check-in meetings with the Planning Commission and City Council throughout the project, and/or to support staff in attending those check-in meetings. Consultant attendance and participation is most important at the project kickoff and at the final adoption meetings and hearings.

Proposed Deliverables:

- This task is budgeted for up to 3 adoption meetings/hearings and a flexible amount of participation at earlier legislative meetings.
- Includes attendance at up to two City Council/County Commissioner work sessions.
- Assist with preparation of materials for meetings.

Assumptions:

- Where feasible, tasks will be combined with other opportunities to meet with the City or community engagement events.
- This Task will be balanced with the meetings and hearings under Task 17. Additional meeting time allocated under Task 17.

Task 5: Commerce checklist – policy and state law gap analysis

This task includes filling out the Periodic Update Checklist for Fully-Planning Cities. Commerce is currently updating the Commerce checklist to include 2023 legislation. This will be the basis for understanding policy and code changes that will need to be addressed as part of the update process.

Deliverables:

- Preparation of Periodic Update checklist for Fully Planning Cities.
- Preparation of gap analysis document to highlight areas which must be addressed as part of the update.

Assumptions:

- Assumes one round of review and edits.
- Assumes City assistance on code audit sections.

Task 6: Plan Audit

This sub-task will include review of the existing plan and all its elements. The plans will be examined for outdated policies and consistency of terms. The audit will specifically evaluate:

- Opportunities for text revisions to clarify meaning or use of maps and graphics to convey information more efficiently.
- Potential for new and revised goals and policies and those that can be deleted or consolidated.
- Review for plan usability and implementation.
- Necessary alignment with the Countywide Planning Policies.

Deliverables:

- Preparation of plan audit document.

Assumptions:

- Assumes one round of review and edits.
- Assumes City assistance on task.
- Climate audit conducted separately but may be included within the Plan audit report.

Task 7: Land Capacity Analysis

Task will include a land capacity analysis, meeting the state rules in WAC 365-196-325 to better determine the available capacity of land that may be developable or redevelopable during the planning period. Review for sufficient capacity of land suitable for development to accommodate the allocated populations, housing and employment growth. This process will provide information as to land use and zoning changes that may be needed to accommodate growth, housing, and employment targets.

Deliverables:

- Development of Land Capacity Analysis that meets state rules and cwpp.
- Land Capacity analysis within City Limits for population increase.
- Land Capacity Analysis for UGA with County allocations along with 3 options for UGA modifications
-

Assumptions:

- Assumes one round of review and edits.
- City to supply GIS and building permit data where needed.
- It is anticipated that the City will be responsible for the unincorporated UGA. However, it is anticipated that coordination with the County will be needed. That will occur under Task 2 and 15.

- Assumes methodology to be provided by City for use during this process. Kimley-Horn may suggest methodology to utilize.

Task 7: Housing Affordability and Availability Needs Analysis

Task will include conducting a Housing Affordability and Availability Needs Assessment meeting the state rules in WAC 365-196-410. The update will incorporate new requirements in RCW 36.70A.070(2)(a) including: (i) Units for moderate, low, very low, and extremely low-income households; and (ii) Emergency housing, emergency shelters, and permanent supportive housing.

The analysis will:

- Update the community demographic assessment describing population growth/characteristics (age, race/ethnicity) and household characteristics including the size, composition, and tenure (rent vs. own).
- Provide updated analysis of cost burden rates (highlighting severe and tenure-based trends) and housing affordability.
- Update the description of housing production over time and describe trends associated with the type/age of housing for unincorporated areas.
- Update the assessment of current housing market conditions (sales prices/rents, vacancy rates) and discuss how this impacts the housing stock and the affordability of housing.
- Provide population change analysis including available population forecast information to depict estimated population changes over the next few decades.
- Provide a workforce profile and an employment commuting trends assessment.

Proposed Deliverables:

- Draft and Final Housing Affordability and Availability Needs Assessment.

Assumptions:

- Assumes one round of review and edits.
- Assumes work will be consistent with level of information in existing Plan.
- Budget may be adjusted from others tasks if this effort and the effort under Task 6 results in the need for a UGA enlargement which will require additional detailed study.
- Employment, growth, and housing targets provided by City. Once completed, City to provide heavy assistance in looking at code and zoning changes that might be needed within the existing city limits to accommodate housing, population, and employment targets.

Task 9: Draft Comprehensive Plan

This Task will include development of the Draft Comprehensive Plan. The draft will reflect updated formatting, element approach, and edited policies (new, revised, and proposed for removal) and content consistent with the methodology decided upon with the City. As part of this task, we will also prepare a table which outlines the why policies are proposed to be included, amended, or deleted. This

will assist with the public as they have an opportunity to comment. Policy changes will be focused on those to be consistent with the CPPs and changes to state law since the last update.

Deliverables:

- Preparation of Draft Comprehensive Plan.

Assumptions:

- Draft will include close coordination with City team on policy development.
- Includes two rounds of drafting and comments.
- Coordination with City GIS on map preparation.
- Climate policies will be developed under Task 19.
- Assumes traffic modeling will not be required.

Task 10: Final Comprehensive Plan

The Task will include an updated Plan which responds to comments on the review of the draft Comprehensive Plan. We will continue to adjust the Comprehensive Plan as needed as the plan moves through the adoption process.

Deliverables:

- Update draft comprehensive plan based upon comments from the City and in response to public comments received.
- Include new and revised policies as needed to respond to comments and build the record.
- Create a response to public/agency comment response.
- Supply the City with a final comprehensive plan for adoption.

Assumptions:

- For comment response, Kimley-Horn will lead effort, but the City will provide assistance. Includes up to 40 unique comment letter responses.
- Commerce 60-day notice to be completed by City.

Task 11: Capital Facilities Plan

The purpose of the CFP is to meet the Growth Management Act requirements listed in RCW 36.70A.070(3) and rules outlined within WAC 365-196-415. The updated CFP will identify capital improvements and associated funding that support the City's land use plan and growth targets (population and employment) for the period 2025–2045.

The CFP will update the inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities. An updated forecast of the future needs for capital facilities will be provided based on the land use element (growth target distribution). Proposed locations

and capacities of expanded or new capital facilities will be identified. The CFP will outline a six-year plan that will finance capital facilities within projected funding capacities and identify sources of public money for such purposes. Additionally, the CFP will outline funding sources to finance capital facilities for the 20-year planning period, at a less detailed level than the six-year plan. The facilities identified will be consistent with WAC 365-196-415.

The consultant team will work with City of Oak Harbor and other providers of services. Outside documents will be reviewed and incorporated into the updated CFP by reference. The updated CFP will be synced with the land use element to ensure planned growth meets established levels of services and that policies are in place to reassess the land use element if probable funding falls short of meeting existing needs.

It is anticipated that the consultant team will work with and collect required data from outside service providers. The City will lead data collection efforts for City -provided services. The consultant team will coalesce data into a cohesive document.

Proposed Deliverables:

- Draft and Final Capital Facility Plan consistent with the level of information provided in the current CFP.

Assumptions:

- City will provide heavy support to gathering information for City owned facilities and from City departments.
- City will assist in gathering contact information for outside service providers and assist with contact for information for CPF.
- Assumes keeping current CFP format and just updating the information in the Plan consistent with GMA.
- The consultant team will support the City to distribute LCA results at the Transportation Analysis Zone (TAZ) level including 2045 growth projections for CFP needs.
- The consultant team will work with the City to distribute TAZ analysis to service providers for the 6- and 20-year CFP.
- City will lead developing assumptions for 6-year financing plan.
- This scope does not include any CFP needed to be provided by the City of Oak Harbor to support a UGA expansion. We will coordinate with the City team but it is expected the City would provide that analysis unless additional scope is provided.

Task 12: SEPA

This Task will include preparation of a non-project SEPA checklist. Checklist will refer to important exhibits and documents to help support the SEPA Threshold Decision.

Proposed Deliverables:

- Preparation of non-project SEPA and supporting documentation.

Assumptions:

- City to issue SEPA and lead any response to comments.
- Assumes issuance of SEPA DNS/MDNS.

Task 13: Development Regulations

This Task will include preparation of code amendments to address gaps created through new legislation since the last Periodic Comprehensive Plan update. In addition, code updates will address changes needed for consistency with policy changes.

Given that it is unknown at this time exactly what code changes will be required, we are providing hours estimate for this task.

Proposed Deliverables:

- Analysis of existing Critical Areas Code to confirm that no updates are required to meet any new BAS standards.
- Scoping potential code changes.
- Developing draft code amendments.
- Developing final code amendments.

Assumptions:

- Meetings and hearings will be held under Task 4.
- Assumes one set of code changes with one SEPA DNS
- Assumes issuance of SEPA DNS/MDNS.
- Assumes that a major revision of the CAO is not required. If substantial amendments are required, the project scope may need to be amended.
- Approximately 35 hours are provided for this Task but work can be combined with Task 21.

Climate Element Tasks and Scope

Task 14: Project Kickoff and Project Charter - Climate

Task will include an initial project kickoff meeting followed by development of a short project charter. The charter confirms the project goals, schedule, expectations, risks/mitigation, team members, and requirements. In addition, it identifies the project team with roles, communication protocols, and project risks/mitigation. This proactive process sets a firm foundation for project work and is especially important given that the project will include close coordination between our team and multiple City departments.

Proposed Deliverables:

- Kickoff meeting agenda and notes.
- Preparation draft and final project charter.

Assumptions:

- Kickoff meeting agenda prepared in coordination with the City.
- Project charter assumes one round of review and edit.
- Assumes virtual kickoff meeting.
- Assumes City will assist in providing critical information for charter development.
- Assumes Task will be combined with Task 1 – Project Kickoff and Chapter for Climate Element.

Task 15: Reoccurring project team meetings and project administration - Climate

Task will include recurring meetings that will likely be set for every two weeks at a consistent date and time. These meetings will start as soon as the contract is signed and run through the end of the project. It is expected that all City management staff involved in the project will participate in the recurring meetings, with other staff participating as needed. We have also allotted some time for smaller group meetings on specific topical areas.

Kimley-Horn will send agendas ahead of the recurring meetings to ensure the time is well used, ensure all team members are prepared to make progress on individual work items, and that the team can be prepared to make decisions. The agendas at these recurring meetings will cover, at a minimum, the following broad items:

- Updates and discussion of in-progress deliverables.
- Public engagement activities.
- Schedule status and deadlines.
- Other housekeeping items.

Some time to this task is also allotted for the administration of the project budget, monitoring the schedule and deadlines, and checking the progress of deliverable development for subconsultant work.

Proposed Deliverables:

- Bi-weekly meetings.
- Smaller group meetings on specific topics, when necessary.
- Preparation of meeting agendas.

Assumptions:

- Assumes two ½ hour meetings per month with project team.
- Assumes two 1-hour work sessions with project team .
- Assumes 8 hours for smaller project team meetings on specific tasks.
- Assumes Task will be combined with Task 2 – Reoccurring project meetings for Comprehensive Plan.

Task 16: Community Engagement Plan and Community Engagement - Climate

Task will include development of a sub-chapter within the CEP focused on new climate and resiliency requirements. Engagement will include a strong focus on communities most impacted by climate change but will utilize the tactics identified in Task 3.

For community engagement, Kimley-Horn will include Resiliency as part of engagement Tasks outlined in 3A and:

Proposed Deliverables:

- Include in the project survey questions related to community concerns regarding climate risks and vulnerabilities.
- Summary of engagement results section focused on climate and resiliency.
- Facilitate up to 8 individual stakeholder/focus groups interviews. The purpose of the interviews is to gather input from businesses, groups, and communities who may be most impacted by changes to our climate. Interviews may also include questions that would assist with the periodic update tasks.
- Includes two Stakeholder meetings (combined with Task 4)

Assumptions:

- Assumes community meetings and events in 3A will include information and discussion on new climate element and resiliency sub-element.
- Interviews will be done remotely by phone or video call, but some could be scheduled to occur in-person when combined with a consultant team visit. Interview results can be published in aggregate with individuals' input anonymized. (10 hours for prep, 8 hours for meeting, 16 hours to summarize).
- Preparation of materials and attendance at two Steering Committee meetings.

Task 17: Public meetings and hearings - Climate

This task provides for the consultant team to be available for check-in meetings with the Planning Commission and City Council throughout the project, and/or to support staff in attending those check-in meetings. Consultant attendance and participation is most important at the project kickoff and at the final adoption meetings and hearings. However, we will also provide opportunities for check-in meetings during the project.

Proposed Deliverables:

- This task is budgeted for up to 3 adoption meetings/hearings and a flexible amount of participation at earlier legislative meetings. Additional meetings are scoped under Task 4.
- Assist with preparation of materials for meetings.

Assumptions:

- Where feasible, tasks will be combined with other opportunities to meet with the City or community engagement events.

- This Task will be balanced with the meetings and hearings under Task 4. Additional meeting time allocated under Task 4.

Task 18: Climate Resiliency Element with Resiliency Sub-Element

Task 18-20 focus on creating a new Climate Element and Resiliency Sub-Element meeting the requirements of RCW 36.70A.070(9) which are applicable to City of Oak Harbor.

- Audit existing plans and policies to develop a baseline and understand current gaps and opportunities.
- Identify community assets - social, economic, and environmental assets that community members value and want to protect.
- Explore future hazards based on potential changes to the climate in the future.
- Pair assets and hazards and describe exposure and consequences.
- Prioritize issues.

Deliverables:

- Submit a memorandum outlining current policy gaps and opportunities.
- Submit a memo summarizing potential climate impacts/ risks/vulnerabilities and potential opportunities.

Assumptions:

- City will provide GIS data.

Task 19: Draft Climate Element with Resiliency Sub-Element

- Create new Comprehensive Plan Climate Element with Resiliency Sub-Element.
- Develop new and revised policies based upon policy analysis.
- Ensure new and revised policies cross-reference other comprehensive plan elements.

Deliverable:

- Draft Climate Element meeting the requirements of HB 1181

Assumptions:

- Includes two rounds of review and edit.
- Work on this draft will be incorporated into the overall Draft Comprehensive Plan from Task 9 and will be synced with the process to develop policies under those Comprehensive Plan Elements.

Task 20: Final Climate Element with Resiliency Sub-Element

- Respond to comments on Draft Climate Element
- Update Comprehensive Plan Climate Element with Resiliency Sub-Element.

Deliverable:

- New Climate Element meeting the requirements of HB 1181.
- Create implementation plan for policies to help focus future action on new policies.

Assumptions:

- Includes two rounds of review and edit.
- Work on this draft will be incorporated into the overall Final Comprehensive Plan from Task 10.

Task 21: Development Regulations

This Task will include preparation of code amendments to address gaps created through new legislation since the last Periodic Comprehensive Plan update. These code updates will focus on implementation of the new Climate Element.

Given that it is unknown at this time exactly what code changes will be required AND what code changes resulting from HB 1181, we are providing hours estimate for this task.

Proposed Deliverables:

- Scoping potential code changes.
- Developing draft code amendments.
- Developing final code amendments.

Assumptions:

- Meetings and hearings will be held under Task 17.
- Assumes one set of code changes with one SEPA DNS/MDNS
- Assumes issuance of SEPA DNS/MDNS.
- Assumes code changes will be processed with other code changes to implement new GMA requirements.
- Assumes 100 hours for this task.

**EXHIBIT B
RATES**

Exhibit B

City of Oak Harbor – Comprehensive Plan and Climate Element with Resiliency Sub-Element budget

Although the legislature has extended the deadline to complete this project from June 30, 2025, to December 31, 2025, the tasks and budget are based upon a schedule where the project would be completed by June 30, 2025. Additional budget may be required if the City desires a project schedule which would extend beyond June 30, 2025.

GMA Grant tasks and budget	Comp Plan
Task 1: Project Kickoff and Charter	\$6,500.00
Task 2: Reoccurring project team meetings and project administration	\$8,000.00
Task 3: Community Engagement Plan and Community Engagement	\$8,500.00
Task 4: Public meetings and hearings	\$7,000.00
Task 5: Commerce checklist – policy and state law gap analysis	\$6,500.00
Task 6: Plan audit	\$7,500.00
Task 7: Land Capacity Analysis	\$17,000.00
Task 8: Housing Affordability and Availability Needs Assessment	\$12,500.00
Task 9: Draft Comprehensive Plan	\$14,500.00
Task 10: Final Comprehensive Plan	\$8,500.00
Task 11: Capital Facilities Plan	\$13,500.00
Task 12: SEPA	\$6,500.00
Task 13: Development Regulations	\$7,000.00
Expenses: travel, millage, production expenses	\$1,500.00
Total	\$125,000

Climate Grant tasks and budget	Climate
Task 14: Project Kickoff and Charter	\$8,500.00
Task 15: Reoccurring project team meetings and project administration	\$13,500.00
Task 16: Community Engagement Plan and Community Engagement	\$26,500.00
Task 17: Public meetings and hearings	\$19,000.00
Task 18: Climate Resiliency Element with Resiliency sub-element	\$25,000.00
Task 19: Draft Climate Element with Resiliency sub-element	\$23,500.00
Task 20: Final Climate Element with Resiliency Sub-elements	\$10,500.00
Task 21: Development Regulations	\$21,000.00
Expenses: travel, milage, production expenses	\$2,500.00
Total	\$150,000.00

2025 MAJOR UPDATE COMPREHENSIVE PLAN & CLIMATE CHANGE



CITY OF
Oak Harbor
WHIDBEY ISLAND, WASHINGTON

City Council

4/02/2024

BACKGROUND

- City applied and received grants from Department of Commerce
 - Comprehensive Plan - \$125,000
 - Climate Change - \$150,000
- Project is in the approved Capital Improvements Plan

CONSULTANT HIRING

- RFQ process
 - Formed review committee
 - Received 10 proposals
 - Shortlisted to 3 for Comprehensive Plan and 6 for Climate Change
 - 3 firms proposed for both projects
 - City held separate interviews
 - Selected Kimley-Horn as the lead firm

RECOMMENDATION

- Move to authorize the Mayor to sign the contract to hire Kimley-Horn, LLC as the firm to update the City's Comprehensive Plan and incorporate Climate Change into the Plan

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 9.a.
Date: April 2, 2024
Subject: Opioid Settlements Update

FROM: Tony Slowik, Chief of Police

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

No action necessary

BACKGROUND / SUMMARY INFORMATION

In September 2022, the City Attorney submitted signed paperwork to participate in the One Washington Opioid Settlement. The City received the MOU outlining the requirements to the One Washington settlement along with stated amounts for each participating county and city.

The WA State Attorney General's office announced five new settlements with companies Teva, Allergan, Walgreens, Walmart and CVS in February 2023. The AG's office is requesting all qualifying cities to sign and submit participation forms for these new settlements by April 18, 2023.

These settlements range from five years to 15 years. Oak Harbor's percentage of the settlements is similar to the first distributor settlement. The City approved signing the agreement for these additional settlements at the March 21, 2023 City Council meeting.

In January, the State Attorney General's office announced the State had settled with Johnson and Johnson regarding its opioid case. The Attorney General's has since sent guidance to all cities and counties in Washington with a May 11, 2024 deadline to sign on to the agreement.

The settlement will provide Oak Harbor with a similar percentage as the other settlements the City is currently a part of.

LEGAL AUTHORITY

FISCAL IMPACT

If all cities and counties sign onto the agreement, Oak Harbor will receive approximately \$1,184,503 in June-July 2024. This revenue has restricted uses and will be placed in a restricted fund.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

April 19, 2022, the Council authorized the Mayor to sign the One Washington Memorandum of Understanding (MOU) between Washington Municipalities regarding the Opioid Settlement. The MOU was signed and submitted through the City Attorney.

September 20, 2022, the Council authorized the Mayor to sign the Participation Form and the Allocation Agreement. The form and agreement were signed and submitted through the City Attorney.

January 17, 2023, the Council authorized the Mayor to sign the North Sound Regional Opioid Abatement Council Agreement as part of the One Washington Opioid Settlement Memorandum of Understanding.

At the March 21, 2023 City Council meeting, the City Council approved participation in the next five settlements.

ATTACHMENTS

1. [Opioid Funds Update PowerPoint](#)
2. [J&J Agreement with WA State](#)
3. [Johnson & Johnson Settlement Participation Form - Sample](#)

OPIOID SETTLEMENT FUNDS UPDATE

OVERVIEW

- In 2022, City Council approved participation in One WA Opioid Settlement & Distributors Settlement
- March 2023, City Council approved participation in the next five settlement agreements with retailers
- August 2023, City Council approved the strategy to distribute opioid funds (Funds Review & Approval)
- September 2023, City Council approved opioid funds allocation

FUNDS REVIEW & APPROVAL PROCESS

**City Dept.
Proposes
Opioid
Expense**

Finance Dept. &
Grant Coordinator
review request for
Approved Purposes
in MOU

**City Council
Meeting
(or Workshop)**

- City Dept. provides presentation on proposed funds use.
- City Council provides feedback

May be presented at
final council meeting

**City
Council
Meeting**

- City Dept Provides Recommendation
- Public Comment Period
- City Council Decides to Approve/Deny Request

Annual Report by City Staff to City Council on Opioid Fund Settlement

- 1) Summary on fund use from the prior year
- 2) Current fund status



SUMMARY OF DISTRIBUTION OPIOID SETTLEMENT FUNDS - SEPTEMBER 2023

Year	Settlement Annual Balance	OAC Admin Allocation (10%)	29 th Officer Allocation	City Admin Settlement Allocation	SCIDEU Allocation	Opioid Future Allocation	End of year Balance
2023	\$102,569.60	\$10,256.96 (NOT USED)	\$44,510.96	\$5,000.00	\$7,000	\$19,801.68	\$0.00
2024	\$73,495.85	\$7,349.59	\$66,146.26	--	\$7,000	\$30,058.64	\$0.00
2025	\$73,495.85	\$7,349.59	\$66,146.26	--	\$7,000	--	\$0.00
2026	\$73,495.85	\$7,349.59	\$66,146.26	--	--	--	\$0.00
2027	\$73,495.85	\$7,349.59	\$66,146.26	--	--	--	\$0.00
2028	\$73,495.85	\$7,349.59	\$66,146.26	--	--	--	\$0.00
2029	\$63,754.37	\$6,375.44	\$57,378.87	--	--	--	\$0.00
2030	\$63,754.37	\$6,375.44	\$57,378.87	--	--	--	\$0.00

DISCUSSION

- Distribution of Opioid Settlement Funds to purchase Naloxone for city fleet first aid kits and police officer
- Johnson & Johnson settlement agreement

NALOXONE FUNDING REQUEST

Situation

- February 29, 2024, Island County Health Department provide Opioid Safety and Naloxone Training to city staff from Public Works, Parks, and Marina staff.
- The training covered proper use of personal protective equipment and safety around suspected opioid material and the application of Naloxone as a first aid tool to counter an opioid exposure or overdoses.
- City Staff identified the need to outfit city fleet first aid kits with Naloxone.
- There is no inventory of Naloxone owned by the city and Naloxone can not be provided by Island County services.

NALOXONE FUNDING REQUEST

Action

- Request of \$5,500.00 from the Opioid Future Allocation Fund to purchase 100 boxes of Naloxone from an approved vender.

100 boxes Naloxone x \$55.00 each = Total Cost \$5,500

JOHNSON & JOHNSON OPIOID SETTLEMENT

J & J SETTLEMENT

- January 24, 2024
- Part of the One Washington MOU
- Johnson & Johnson settlement
- \$149.5 million State
 - Half to State
 - Half to Counties & Cities



Washington State
Office of the Attorney General

J & J SETTLEMENT



- Participation Form due May 11, 2024
- Uses are restricted
 - Same as other settlements
- Percentage is same
- Payment in full in 2024

QUESTIONS?

**THANK
YOU!**



JANSSEN WASHINGTON STATE-WIDE OPIOID SETTLEMENT AGREEMENT

I. Overview

This settlement agreement (the “*Agreement*”) sets forth the terms and conditions of a settlement agreement between and among Janssen, the State of Washington, and Participating Subdivisions (as those terms are defined below). Janssen has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Janssen expressly denies. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Janssen. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

II. Definitions

Unless otherwise specified, the following definitions apply:

1. “*Agreement*” means this agreement as set forth above, inclusive of all exhibits.
2. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of opioid products, that have allegedly been caused by Janssen.
3. “*Attorney*” means any of the following retained through a legal contract: a solo practitioner, multi-attorney law firm, or other legal representative of a Participating Subdivision.
4. “*Claim*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

5. “*Claim Over*” means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
6. “*Compensatory Restitution Amount*” means the aggregate amount of payments by Janssen hereunder other than amounts used for attorneys’ fees and costs.
7. “*Consent Judgment*” means a consent judgment in the form attached as Exhibit E.
8. “*Court*” means the court to which the Agreement and the Consent Judgment are presented for approval and/or entry.
9. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (a) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to any Product, or any system, plan, policy, or advocacy relating to any Product or class of Products, including but not limited to any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders for any Product placed with any Released Entity; (d) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, precursor or component Products, including but not limited to natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate Products; or (e) diversion control programs or suspicious order monitoring related to any Product.
10. “*Effective Date*” means January 22, 2024.
11. “*Janssen*” means Johnson & Johnson, Johnson & Johnson Innovative Medicine, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
12. “*Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision or the State to recover for alleged harms to the Subdivision, the State, and/or the people thereof) that brought any Released Claims against any Released Entity on or before the Effective Date that were not separately

resolved prior to that date. A list of all Litigating Subdivisions known to the Parties is included in Exhibit F hereto.

13. “*Net Settlement Amount*” means the amount paid by Janssen into the Settlement Fund under subsection V.C. For the avoidance of doubt, the Net Settlement Amount does not include amounts paid for State Outside and Inside Counsel Fees and Costs pursuant to subsection IX.A.
14. “*Non-Litigating Subdivision*” means a Subdivision that is not a Litigating Subdivision.
15. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
16. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.
17. “*Non-Released Entity*” means an entity that is not a Released Entity.
18. “*Opioid Remediation*” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. Exhibit J provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.
19. “*Participating Subdivision*” means a Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII.
20. “*Parties*” means Janssen and the State of Washington (each, a “*Party*”).
21. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: 1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and 2) a combination or “cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, “*Product*” does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. “*Product*” includes but is not limited to any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone,

naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, any variant of these substances, or any similar substance. “Product” also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.

22. “*Released Claims*” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Released Entities by the State or any of its Litigating Subdivisions in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by the State, any of its Subdivisions, or any Releasors (whether or not such State, Subdivision, or Releasor has brought such action or proceeding), provided the Covered Conduct occurs prior to the Effective Date. Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct, provided the Covered Conduct occurs prior to the Effective Date. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Subdivision or other non-party Subdivision after the Effective Date that would have been Released Claims if they had been brought by a Releasor against a Released Entity.
23. “*Released Entities*” means Janssen and (1) all of Janssen’s past and present direct or indirect parents, subsidiaries, divisions, predecessors, successors, assigns, including Noramco, Inc. and Tasmanian Alkaloids PTY. LTD.; (2) the past and present direct or indirect subsidiaries, divisions, and joint ventures, of any of the foregoing; (3) all of Janssen’s insurers (solely in their role as insurers with respect to the Released Claims); (4) all of Janssen’s, or of any entity described in subsection (1), past and present joint ventures; and (5) the respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, agents, and employees of any of the foregoing (for actions that occurred during and related to their work for, or employment with, Janssen). Any person or entity described in subsections (3)-(5) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt, the entities listed in Exhibit D are not Released Entities; and provided further that any joint venture partner of Janssen or Janssen’s subsidiary is not a Released Entity unless it falls within subsections (1)-(5) above. A list of Janssen’s present subsidiaries and affiliates is attached as Exhibit G. Janssen’s predecessor entities include but are not limited to those entities listed on Exhibit A. For the avoidance of

doubt, any entity acquired, or joint venture entered into, by Janssen after the Effective Date is not a Released Entity.

24. “*Releasers*” means (1) the State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of the State’s Attorney General and/or Participating Subdivision to release the Claims, (a) the State’s and Participating Subdivision’s departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other Subdivisions in the State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or Subdivision in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. In addition to being a Releaser as provided herein, a Participating Subdivision shall also provide the Settlement Participation Form referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision’s authority, which shall be attached as an exhibit to the Agreement. The State’s Attorney General represents that he or she has or has obtained the authority set forth in the Representation and Warranty subsection of Section IV.
25. “*Settlement Fund*” means the interest-bearing fund established under the Agreement into which all Net Settlement Amount payments by Janssen are made.
26. “*Settlement Fund Administrator*” means the entity that calculates the allocation of payments under Section VI of this Agreement, and administers and distributes amounts from the Settlement Fund. A detailed description of the Settlement Fund Administrator’s duties, including a detailed mechanism for paying the Settlement Fund Administrator’s fees and costs, shall be appended to the Agreement as Exhibit I.
27. “*Settlement Participation Form*” means the form attached as Exhibit B that Participating Subdivisions must execute and return to Janssen and the State of Washington, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and of such Subdivision’s claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivision.
28. “*Special District*” means a formal and legally recognized sub-entity of the State that is authorized by State law to provide one or a limited number of designated

functions, including but not limited to school districts, fire districts, healthcare & hospital districts, and emergency services districts.

29. “*State*” means the State of Washington.
30. “*State Outside and Inside Counsel Fees and Costs*” means fees and costs of the Washington Attorney General’s Office and State Outside Counsel.
31. “*State Outside Counsel*” means Nix Patterson, LLP and Whitten Burrage, who were engaged by the Washington Attorney General’s Office for *State of Washington v. Johnson & Johnson, et al.*, King County Superior Court, Cause No. 20-2-00184-8SEA.
32. “*Subdivision*” means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity. Unless otherwise specified, “Subdivision” includes all functional counties and other functional levels of sub-entities of the State that provide general governance for a defined area. Historic, non-functioning sub-entities of the State are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. For purposes of this Agreement, the term Subdivision also includes Special Districts.

III. Injunctive Relief

As part of the Consent Judgment, the Parties agree to the injunctive relief terms attached as Exhibit C.

IV. Release

- A. *Scope.* As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasers’ Released Claims. The State of Washington (for itself and its Releasers) and each Participating Subdivision (for itself and its Releasers) will, on or before the Effective Date, absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the State and its Attorney General to release claims. The Release shall be a complete bar to any Released Claim.
- B. *Claim Over and Non-Party Settlement.*
 1. *Statement of Intent.* It is the intent of the Parties that:

- a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
 - b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
 - c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
 - d. The Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.
 - e. The provisions of this subsection IV.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
 3. *Non-Party Settlement.* To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Janssen in subsection IV.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
 4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in subsection IV.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party

Settlement as provided in subsection IV.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, that Releasor and Janssen shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Agreement by Janssen:

- a. Janssen shall notify that Releasor of the Claim-Over within thirty (30) days of the assertion of the Claim-Over or thirty (30) days of the Effective Date of this Agreement, whichever is later;
- b. Janssen and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that it is not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Agreement;
- c. That Releasor and Janssen shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement. Such steps may include, where permissible:
 - (1) Filing of motions to dismiss or such other appropriate motion by Janssen or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;
 - (2) Reduction of that Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (3) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
 - (4) Return of monies paid by Janssen to that Releasor under this Settlement Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;
 - (5) Payment of monies to Janssen by that Releasor to ensure it is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (6) Credit to Janssen under this Settlement Agreement to reduce the overall amounts to be paid under the Settlement Agreement such that it is held harmless from the Claim-Over; and

(7) Such other actions as that Releasor and Janssen may devise to hold Janssen harmless from the Claim Over.

- d. The actions of that Releasor and Janssen taken pursuant to paragraph (c) must, in combination, ensure Janssen is not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement.
- e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and Janssen may seek review by the court that enters the Consent Judgment pursuant to Section X.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under subsection IV.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Janssen shall notify the State, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entities asserts a Claim-Over arising out of contractual indemnity against it.

C. *General Release.* In connection with the releases provided for in the Agreement, the State (for itself and its Releasors) and each Participating Subdivision (for itself and its Releasors) will expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Subdivision (for itself and its Releasors) will expressly waive and fully, finally, and forever settle, release and discharge, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the State's decision to enter into the Agreement or the Participating Subdivisions' decision to participate in the Agreement.

D. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.

- E. *Representation and Warranty.* The signatories hereto on behalf of the State expressly represent and warrant that they will obtain on or before the Effective Date (or have obtained) the authority to settle and release, to the maximum extent of the State’s power, all Released Claims of (1) the State; (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts; (3) any of the State’s past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license; and (4) any Participating Subdivisions. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State’s Governor. Also, for the purposes of clause (3), a release from the State’s Governor is sufficient to demonstrate that the appropriate releases have been obtained.
- F. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the settlement funds or any portion thereof, or by the enactment of future laws, or by any seizure of the settlement funds or any portion thereof.
- G. *Cooperation.* Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by private individuals and any claims arising under the Agreement for enforcement of the Agreement.

V. Monetary Relief and Payments

- A. *Participation.* As consideration for the releases from the State and Participating Subdivisions provided in Section IV above and the Settlement Participation Forms specified in Section VII and Exhibit B below, the State represents and warrants that, subject to the holdback provision in subsection V.D below, it will obtain and deliver (or cause to be obtained and delivered) to Janssen, within one hundred ten (110) days after the Effective Date or such later date as the parties may agree, executed Settlement Participation Forms for all Litigating Subdivisions and all Non-Litigating Subdivisions listed on Exhibit F.
- B. *Conditions to Effectiveness of Agreement.* If the State is able to obtain and deliver executed Settlement Participation Forms for all Litigating Subdivisions listed on Exhibit F to Janssen within one hundred ten (110) days after the Effective Date or such later date as the parties may agree, this Agreement shall become effective. If the State is unable to obtain and

deliver executed Settlement Participation Forms for all Litigating Subdivisions listed on Exhibit F to Janssen within one hundred ten (110) days after the Effective Date or such later date as the parties may agree, this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

- C. *Remediation and Restitution Payments.* Within twenty-one (21) days after the effectiveness of this Agreement as provided for in subsection V.B above, Janssen shall pay into the Settlement Fund a Net Settlement Amount of \$123,340,000, plus fees and costs payable to the Washington Attorney General set forth in subsection IX.A, subject to any holdback under subsection V.D below.
- D. *Holdback for Non-Litigating Subdivisions.* If, by the date this Agreement becomes effective as provided for in subsection V.B, any Non-Litigating Subdivision listed on Exhibit F has not executed a Settlement Participation Form or has not provided Janssen an acknowledgement that the Subdivision has no intention to file a lawsuit asserting Released Claims against Released Entities, then Janssen will hold back \$6,167,000 from the Net Settlement Amount payment described in subsection V.B above, which Janssen will not pay to the Settlement Fund; provided, however, Janssen will pay the \$6,167,000 to the Settlement Fund (1) within thirty (30) days of the date all remaining Non-Litigating Subdivision(s) listed on Exhibit F have executed a Settlement Participation Form and those Forms have been delivered to Janssen; or (2) within (30) days after the two-year anniversary of the Effective Date, if all such Non-Litigating Subdivisions on Exhibit F have not executed Settlement Participation Forms, and no such Non-Litigating Subdivision listed on Exhibit F has filed litigation asserting Released Claims within two years after the Effective Date.

VI. Intra-State Allocation

- A. Janssen's Net Settlement Amount payments to the Settlement Fund shall be allocated as follows:
 - 1. Fifty percent (50%) to the State of Washington.
 - 2. Fifty percent (50%) to the Participating Local Governments ("LG Share").
- B. The LG Share remainder shall be distributed to Participating Local Governments pursuant to the One Washington Memorandum of Understanding Between Washington Municipalities ("One Washington MOU"), which is attached as Exhibit H.
- C. BrownGreer PLC shall be the Settlement Fund Administrator and shall allocate and distribute payments in accordance with the terms of the One Washington MOU and this Agreement, including the detailed description of the Settlement Fund Administrator's duties attached as Exhibit I. As set forth in Exhibit I, the Settlement Fund Administrator's fees and costs shall be paid from the interest on the LG Share portion of the funds in the Settlement Fund between the date of Janssen's payment and the date of disbursement to the Subdivisions. If the aforementioned interest is insufficient to pay the full amount of the Settlement Fund Administrator's fees and costs, the remainder shall be paid by Janssen.

D. Use of Net Settlement Amount.

1. It is the intent of the Parties that the payments disbursed from the Settlement Fund to the State and Participating Subdivisions listed in Exhibit F be for Opioid Remediation, subject to limited exceptions that must be documented in accordance with subsection VI.D.2. In no event may less than 85% of Janssen's Net Settlement Amount payment be spent on Opioid Remediation.
2. While disfavored by the Parties, the State or a Participating Subdivision listed on Exhibit F may use monies from the Settlement Fund for purposes that do not qualify as Opioid Remediation. If, at any time, the State or a Participating Subdivision listed on Exhibit F uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, the State or Participating Subdivision shall identify such amounts and report to the Settlement Fund Administrator and Janssen how such funds were used, including if used to pay attorneys' fees other than those provided for in subsection IX.B which shall be identified by BrownGreer, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement. It is the intent of the Parties that the reporting under this subsection VI.D.2 shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this subsection VI.D.2 as used to pay attorneys' fees other than those provided for in subsection IX.A, investigation costs, or litigation costs shall be included in the "Compensatory Restitution Amount" for purposes of subsection XI.B and (b) Participating Subdivisions not listed on Exhibit F that receive monies from the Settlement Fund indirectly may only use such monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

VII. Participation by Subdivisions

A Subdivision may become a Participating Subdivision by returning an executed Settlement Participation Form to Janssen and the State and upon prompt dismissal of its legal action pursuant to the terms of this Agreement and the Settlement Participation Form.

VIII. Filing of Consent Judgment and Dismissals with Prejudice

No later than 15 days from delivery to Janssen of Settlement Participation Forms for all Subdivisions listed on Exhibit F, the State and Janssen will proceed to file the Consent Judgment. No later than 30 days after receipt of Janssen's payments under Section V, the State and the Participating Subdivisions shall dismiss all actions asserting Released claims with prejudice.

IX. Attorney Fee and Cost Payments

- A. *State Outside and Inside Counsel Fees and Costs.* Janssen will pay the Washington Attorney General's Office \$26,160,000.00 within twenty-one (21) days after the date this Agreement becomes effective as provided for in subsection V.B to reimburse the State for State Outside

and Inside Counsel Fees and Costs, which shall be used for any lawful purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney General.

- B. *Fees and Costs for Participating Litigating Subdivisions' Attorneys.* From the LG Share of the Settlement Fund, the Settlement Fund Administrator shall pay the Participating Litigating Subdivisions' attorneys their fees and costs pursuant to Paragraph D of the One Washington MOU and this Agreement.
- C. An Attorney for a Participating Litigating Subdivision may not receive any payment for attorney fees unless the Attorney represents that s/he has no present intent to represent or participate in the representation of any Subdivision or any Releasor with respect to Released Claims against Released Entities brought after the Effective Date.

X. Enforcement and Dispute Resolution

- A. The terms of the Agreement and Consent Judgment applicable to the State will be enforceable solely by the State and Janssen.
- B. Janssen consents to the jurisdiction of the Court in which the Consent Judgment is filed, limited to resolution of disputes identified in subsection X.D for resolution in the Court in which the Consent Judgment is filed.
- C. The parties to a dispute shall promptly meet and confer in good faith to resolve any dispute. If the parties cannot resolve the dispute informally, and unless otherwise agreed in writing, they shall follow the remaining provisions of this section to resolve the dispute.
- D. Disputes not resolved informally shall be resolved in the Court that entered the Consent Judgment.

XI. Miscellaneous

- A. *No Admission.* Janssen does not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgment shall be considered, construed, or represented to be (1) an admission, concession, or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Janssen.
- B. *Nature of Payment.* Janssen, the State, and the Participating Subdivisions acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:
 - 1. Janssen has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
 - 2. The State and the Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for the Alleged Harms allegedly suffered by the State and Participating Subdivisions;

3. By executing this Agreement the State and the Participating Subdivisions certify that: (a) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the State and Participating Subdivisions; and (b) the portion of the Compensatory Restitution Amount received by the State or Participating Subdivision is no greater than the amount of the Alleged Harms allegedly suffered by the State or Participating Subdivision;
4. The payment of the Compensatory Restitution Amount by Janssen constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for Alleged Harms allegedly caused by Janssen;
5. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the State and Participating Subdivisions to the same position or condition that they would be in had the State and Participating Subdivisions not suffered the Alleged Harms;
6. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to the State, any Participating Subdivision, or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in this subsection XI.B, and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, other punitive assessments, or attorneys' fees; and
7. The State, on behalf of all itself and Participating Subdivisions (the "Form 1098-F Filer") shall complete and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which the order entering this Agreement becomes binding. On the Form 1098-F, the Form 1098-F Filer shall identify the entire Compensatory Restitution Amount received by the Form 1098-F Filer as remediation/restitution. The Form 1098-F Filer shall also, on or before January 31 of the year following the calendar year in which the order entering this Agreement becomes binding, furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Janssen.

C. *Tax Reporting and Cooperation.*

1. Upon request by Janssen, the State and Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Janssen to establish the statements set forth in subsection XI.B to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.
2. Without limiting the generality of this subsection XI.C, the State and each Participating Subdivision shall cooperate in good faith with Janssen with respect to

any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

3. The State, on behalf of itself and Participating Subdivisions, shall designate one of its officers or employees to act as the “appropriate official” within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the “Appropriate Official”).
 4. For the avoidance of doubt, neither Janssen nor the State and Participating Subdivisions make any warranty or representation to any Settling jurisdiction or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).
- D. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the State or a Released Entity. The State may not assign or otherwise convey any right to enforce any provision of this Agreement.
- E. *Calculation.* Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.
- F. *Construction.* None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.
- G. *Cooperation.* Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgment to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or the Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgment.
- H. *Entire Agreement.* This Agreement, its exhibits and any other attachments embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.
- I. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall

constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.

- J. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and signatories to this Agreement warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.
- K. *No Prevailing Party.* The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement. The Parties each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law.
- L. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.
- M. *Severability.* If any provision of this Agreement—excepting Section IV (Release), Section V (Monetary Relief and Payments), Section VII (Participation by Local Governments), Section IX (Attorney Fee and Cost Payments), Section XI.B (Nature of Payment), and Section XI.C (Tax Reporting and Cooperation)—were for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- N. *Notices.* All notices or other communications under this Agreement shall be in writing (including but not limited to electronic communications) and shall be given to the recipients indicated below:

For Janssen:

Charles C. Lifland
Daniel R. Suvor
O'Melveny & Myers LLP
400 South Hope Street, 18th Floor Los Angeles, CA 90071
Phone: (213) 430-6000
clifland@omm.com
dsuvor@omm.com

For the Attorney General:

Jeffrey G. Rupert
Martha Rodríguez López
Susan Llorens
Office of the Washington Attorney General
800 Fifth Avenue, Suite 2000
Seattle, WA 98104
Jeffrey.Rupert@atg.wa.gov
Martha.RodriguezLopez@atg.wa.gov
Susan.Llorens@atg.wa.gov

and

Brad Beckworth
Drew Pate
Nix Patterson LLP
8701 Bee Caves Road, Building 1, Suite 500
Austin, Texas 78746
bbeckworth@nixlaw.com
dpate@nixlaw.com

Any Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this subsection.

- O. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.
- P. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.
- Q. *Successors.* This Agreement shall be binding upon, and inure to the benefit of, Janssen and its respective successors and assigns. Janssen shall not sell the majority of its voting stock or substantially all its assets without obtaining the acquiror's agreement that it will constitute a successor with respect to Janssen's obligations under this Agreement.
- R. *Modification, Amendment, Alteration.* This Agreement may be modified, amended, or altered by a written agreement of the Parties or, in the case of the Consent Judgment, by

court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Janssen may contact the Washington Attorney General to coordinate this process.

S. *Termination.*

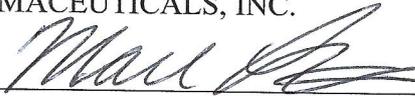
1. Unless otherwise agreed to by Janssen and the State, this Agreement and all of its terms (except subsection XI.L and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the State, and the Agreement and all orders issued by the Court pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:
 - a. A Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to the State by a court of competent jurisdiction on or before one hundred eighty (180) days after Janssen's payment under Section V; or
 - b. This Agreement or the Consent Judgment has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).
2. If this Agreement is terminated with respect to the State and its Participating Subdivisions for whatever reason pursuant to subsection XI.S.1, then:
 - a. An applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that Janssen and the State in question shall be in the same position with respect to the statute of limitation as they were at the time the State filed its action; and
 - b. Janssen and the State and its Participating Subdivisions shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that Janssen and the State and its Participating Subdivisions shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.

T. *Governing Law.* Except as otherwise provided in the Agreement, this Agreement shall be governed by and interpreted in accordance with the laws of Washington, without regard to the conflict of law rules of Washington.

Approved:

Dated: 1-22-2024

JOHNSON & JOHNSON, JOHNSON &
JOHNSON INNOVATIVE MEDICINE,
JANSSEN PHARMACEUTICALS, INC.,
ORTHO-MCNEIL-JANSSEN
PHARMACEUTICALS, INC. N/K/A JANSSEN
PHARMACEUTICALS, INC., AND JANSSEN
PHARMACEUTICA INC. N/K/A JANSSEN
PHARMACEUTICALS, INC.

By: 
Marc Larkins
Corporate Secretary
Johnson & Johnson

Dated: _____

THE STATE OF WASHINGTON

By: _____

T. *Governing Law.* Except as otherwise provided in the Agreement, this Agreement shall be governed by and interpreted in accordance with the laws of Washington, without regard to the conflict of law rules of Washington.

Approved:

Dated: _____

JOHNSON & JOHNSON, JOHNSON &
JOHNSON INNOVATIVE MEDICINE,
JANSSEN PHARMACEUTICALS, INC.,
ORTHO-MCNEIL-JANSSEN
PHARMACEUTICALS, INC. N/K/A
JANSSEN PHARMACEUTICALS, INC., AND
JANSSEN PHARMACEUTICA INC. N/K/A
JANSSEN PHARMACEUTICALS, INC.

By: _____
Marc Larkins
Corporate Secretary
Johnson & Johnson

Dated: 1-22-2024

ROBERT W. FERGUSON
Attorney General, State of Washington

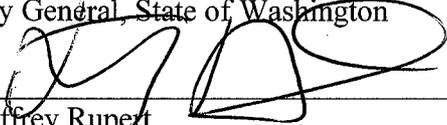
By:  _____
Jeffrey Rupert
Division Chief
Office of the Attorney General

EXHIBIT A

Janssen Predecessors and Former Affiliates

The following includes a non-exclusive list of Janssen's predecessors and former affiliates:

1. Janssen Pharmaceutica, Inc.
2. Janssen Pharmaceutica N.V.
3. Janssen-Cilag Manufacturing, LLC
4. Janssen Global Services, LLC
5. Janssen Ortho LLC
6. Janssen Products, LP
7. Janssen Research & Development, LLC
8. Janssen Supply Group, LLC
9. Janssen Scientific Affairs, LLC
10. JOM Pharmaceutical Services, Inc.
11. OMJ Pharmaceuticals, Inc.
12. Ortho-McNeil Finance Co.
13. Ortho-McNeil Pharmaceutical
14. Ortho-McNeil-Janssen Pharmaceuticals
15. Ortho-McNeil Pharmaceutical Services Division
16. Ortho-McNeil Neurologic
17. Patriot Pharmaceuticals, LLC
18. Pricara, Ortho-McNeil-Janssen Pharmaceuticals
19. Alza Corp.
20. Alza Development Corp.
21. Janssen Supply Chain, Alza Corp.
22. Noramco, Inc.
23. Tasmanian Alkaloids PTY LTD.

EXHIBIT B

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Janssen Washington State-Wide Opioid Settlement Agreement dated January 22, 2024 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 30 days of the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity

elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

8. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

9. This Settlement Participation Form shall be deemed effective as of the Effective Date of the Janssen Settlement.
10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C

Injunctive Relief

A. **Definitions Specific to this Exhibit**

1. “*Cancer-Related Pain Care*” means care that provides relief from pain resulting from a patient’s active cancer or cancer treatment as distinguished from treatment provided during remission.
2. “*Janssen*” means Johnson & Johnson, Johnson & Johnson Innovative Medicine, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, “Janssen”), including all of their subsidiaries, predecessors, successors, current officers, directors, employees, representatives, agents, affiliates, parents, and assigns acting on behalf of Janssen in the United States.
3. “*End-of-Life Care*” means care for persons with a terminal illness or at high risk for dying in the near future in hospice care, hospitals, long-term care settings, or at home.
4. “*Health Care Provider*” means any U.S.-based physician or other health care practitioner who is licensed to provide health care services or to prescribe pharmaceutical products and any medical facility, practice, hospital, clinic, or pharmacy.
5. “*In-Kind Support*” means payment or assistance in the form of goods, commodities, services, or anything else of value.
6. “*Lobby*” and “*Lobbying*” shall have the same meaning as “lobbying activities” and “lobbying contacts” under the federal lobbying disclosure act, 2 U.S.C. § 1602 *et seq.*, and any analogous state or local provisions governing the person or entity being lobbied. As used in this document, “Lobby” and “Lobbying” include Lobbying directly or indirectly, through grantees or Third Parties.
7. “*Opioid(s)*” means all naturally occurring, synthetic, or semisynthetic substances that interact with opioid receptors and act like opium. For the avoidance of doubt, the term “Opioid(s)” does not include Imodium.
8. “*Opioid Product(s)*” means all current and future medications containing Opioids approved by the U.S. Food & Drug Administration (FDA) and listed by the DEA as Schedule II, III, or IV drugs pursuant to the federal Controlled Substances Act (including but not limited to buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol). The term “Opioid Products(s)” shall not include (i) methadone and other substances when used exclusively to treat opioid abuse, addiction, or overdose; or (ii) raw materials, immediate precursors, and/or active

pharmaceutical ingredients (APIs) used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or APIs are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers.

9. “*OUD*” means opioid use disorder defined in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM–5)*, as updated or amended.
10. “*Product(s) for the Treatment of Opioid-Induced Side Effects*” means any over-the-counter or prescription remedy used to treat those side effects identified on the FDA label for any Opioid Product, except that, for purposes of the Agreement, Product(s) for the Treatment of Opioid-Induced Side Effects shall not include products that treat OUD or respiratory depression.
11. “*Promote*,” “*Promoting*,” “*Promotion*,” and “*Promotional*” means dissemination of information or other practices intended or reasonably anticipated to increase sales, prescriptions, or that attempts to influence prescribing practices in the United States. These terms shall not include the provision of scientific information or data in response to unsolicited requests from Health Care Providers or payors as allowed in subsection C.2.e-h.
12. “*Third Party(ies)*” means any person or entity other than Janssen or a government entity.
13. “*Treatment of Pain*” means the provision of therapeutic modalities to alleviate or reduce pain.
14. “*Unbranded Information*” means any information that does not identify a specific branded or generic product.

B. Ban on Selling and Manufacturing Opioids

1. Janssen shall not manufacture or sell any Opioids or Opioid Products for distribution in the State of Washington. Janssen represents that prior to the Effective Date, it delisted all of its Opioid Products and no longer ships any of them to or within the United States.

C. Ban on Promotion

1. Janssen shall not engage in Promotion of Opioids or Opioid Products including but not limited to, by:
 - a. Employing or contracting with sales representatives or other persons to Promote Opioids or Opioid Products to Health Care Providers or patients, or to persons involved in determining the Opioid Products included in formularies;

- b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for Promotion of Opioids or Opioid Products;
 - c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs for Promotion of Opioids or Opioid Products;
 - d. Creating, sponsoring, operating, controlling, or otherwise providing financial support or In-Kind Support to any website, network, and/or social or other media account for the Promotion of Opioids or Opioid Products;
 - e. Creating, sponsoring, distributing, or otherwise providing financial support or In-Kind Support for materials Promoting Opioids or Opioid Products, including but not limited to brochures, newsletters, pamphlets, journals, books, and guides;
 - f. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Opioids or Opioid Products, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements; and
 - g. Engaging in internet search engine optimization or other techniques designed to Promote Opioids or Opioid Products by improving rankings or making content appear among the top results in an internet search or otherwise be more visible or more accessible to the public on the internet.
2. Notwithstanding subsection C.1 directly above, Janssen may:
- a. Maintain a corporate website;
 - b. Maintain a website for any Opioid Product that contains principally the following content: the FDA-approved package insert, medication guide, and labeling, and a statement directing patients or caregivers to speak with a licensed Health Care Provider;
 - c. Provide information or support the provision of information as expressly required by law or any state or federal government agency with jurisdiction in Washington;
 - d. Provide the following by mail, electronic mail, on or through Janssen's corporate or product websites or through other electronic or digital methods: FDA-approved package insert, medication guide, approved labeling for Opioid Products, or other prescribing information for Opioid Products that are published by a state or federal government agency with jurisdiction in Washington;
 - e. Provide scientific and/or medical information in response to an unsolicited request by a Health Care Provider consistent with the standards set forth in

the FDA's Draft Guidance for Industry, *Responding to Unsolicited Requests for Off-Label Information About Prescription Drugs and Medical Devices* (Dec. 2011) as updated or amended by the FDA, and Guidance for Industry, *Good Reprint Practices for the Distribution of Medical Journal Articles and Medical or Scientific Reference Publications on Unapproved New Uses of Approved Drugs and Approved or Cleared Medical Devices* (Jan. 2009) as updated or amended by the FDA;

- f. Provide a response to any unsolicited question or request from a patient or caregiver, directing the patient or caregiver to the FDA-approved labeling or to speak with a licensed Health Care Provider without describing the safety or effectiveness of Opioids or any Opioid Product or naming any specific provider or healthcare institution; or directing the patient or caregiver to speak with their insurance carrier regarding coverage of an Opioid Product;
 - g. Provide Health Care Economic Information, as defined at 21 U.S.C. § 352(a), to a payor, formulary committee, or other similar entity with knowledge and expertise in the area of health care economic analysis consistent with standards set forth in the FDA's Draft Questions and Answers Guidance for Industry and Review Staff, *Drug and Device Manufacturer Communications With Payors, Formulary Committees, and Similar Entities* (Jan. 2018), as updated or amended by the FDA;
 - h. Provide information relating solely to the pricing of any Opioid Product;
 - i. Sponsor or provide financial support or In-Kind Support for an accredited or approved continuing medical education program required by either an FDA-approved Risk Evaluation and Mitigation Strategy (REMS) program or other federal or state law or regulation applicable in Washington through an independent Third Party, which shall be responsible for the program's content without the participation of Janssen; and
 - j. Provide information in connection with patient support information on co-pay assistance and managing pain in End-of-Life Care and/or Cancer-Related Pain Care relating to the use of Opioids for managing such pain, as long as the information identifies Janssen as the source of the information.
3. Janssen shall not engage in the Promotion of Products for the Treatment of Opioid-induced Side Effects, including but not limited to:
- a. Employing or contracting with sales representatives or other persons to Promote Products for the Treatment of Opioid-induced Side Effects to Health Care Providers or patients;
 - b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events to Promote Products for the Treatment of Opioid induced Side Effects;

- c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs that Promote Products for the Treatment of Opioid-induced Side Effects;
 - d. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Products for the Treatment of Opioid-induced Side Effects, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements.
- 4. Notwithstanding subsection C, Janssen may Promote Products for the Treatment of Opioid-induced Side Effects so long as such Promotion does not associate the product with Opioids or Opioid Products.
- 5. Treatment of Pain
 - a. Janssen shall not, either through Janssen or through Third Parties, engage in any conduct that Promotes the Treatment of Pain, except that Janssen may continue to Promote the Treatment of Pain with branded non-Opioids, including Tylenol and Motrin.
 - b. Janssen shall not, either through Janssen or through Third Parties, engage in any conduct that Promotes the concept that pain is undertreated, except in connection with Promoting the use of branded non-Opioids, including Tylenol and Motrin, for the Treatment of Pain.
 - c. Janssen shall not disseminate Unbranded Information, including Unbranded Information about a medical condition or disease state, that contains links to branded information about Opioid Products or that otherwise Promotes Opioids or Opioid Products.
- 6. Notwithstanding subsection C.5 above:
 - a. Janssen may Promote or provide educational information about the Treatment of Pain with non-Opioids or therapies such as acetaminophen or non-steroidal anti-inflammatory drugs (NSAIDs), including Promoting or providing educational information about such non-Opioids or therapies as alternatives to Opioid use, or as part of multimodal therapy which may include Opioid use, so long as such non-Opioid Promotional or educational information does not Promote Opioids or Opioid Products.
 - b. Janssen may provide educational information about the Treatment of Pain related to medical procedures involving devices manufactured or sold by Janssen, including educational information about Opioids or Opioid Products, so long as such information does not Promote Opioids or Opioid Products.

7. The Promotional conduct prohibited in subsection C is not prohibited insofar as it relates to the Promotion of Opioids or Opioid Products for Cancer-Related Pain Care or End-of-Life Care only, and so long as Janssen is identified as the sponsor or source of such Promotional conduct.

D. No Financial Reward or Discipline Based on Volume of Opioid Sales

1. Janssen shall not provide financial incentives to its sales and marketing employees or discipline its sales and marketing employees based upon sales volume or sales quotas for Opioid Products;
2. Janssen shall not offer or pay any remuneration (including any kickback, bribe, or rebate) directly or indirectly, to any person in return for the prescribing, sale, use, or distribution of an Opioid Product; and
3. Janssen's compensation policies and procedures shall ensure compliance with the Agreement.

E. Ban on Funding/Grants to Third Parties

1. Janssen shall not directly or indirectly provide financial support or In-Kind Support to any Third Party that primarily engages in conduct that Promotes Opioids, Opioid Products, or Products for the Treatment of Opioid-induced Side Effects (subject to subsections C.2, 4, and 6), including educational programs or websites that Promote Opioids, Opioid Products, or products for the treatment of Opioid-induced side effects, excluding financial support otherwise required by the Agreement, a court order, or by a federal or state agency.
2. Janssen shall not create, sponsor, provide financial support or In-Kind Support to, or otherwise operate or control any medical society or patient advocacy group that primarily engages in conduct that Promotes Opioids, Opioid Products, or products for the treatment of Opioid-induced side effects.
3. Janssen shall not provide links to any Third Party website or materials or otherwise distribute materials created by a Third Party for the purpose of Promoting Opioids, Opioid Products, or products intended for the treatment of Opioid-induced side effects (subject to subsections C.2, 4, and 6).
4. Janssen shall not use, assist, or employ any Third Party to engage in any activity that Janssen itself would be prohibited from engaging in pursuant to the Agreement. To the extent Janssen supports trade groups engaged in Lobbying, Janssen shall stipulate that such support not be used for any purpose prohibited by the Agreement.
5. Janssen shall not enter into any contract or agreement with any person or entity or otherwise attempt to influence any person or entity in such a manner that has the purpose or foreseeable effect of limiting the dissemination of information regarding the risks and side effects of using Opioids.

6. Janssen shall not compensate or support Health Care Providers or organizations to advocate for formulary access or treatment guideline changes for the purpose of increasing access to any Opioid Product through third-party payors, i.e., any entity, other than an individual, that pays or reimburses for the dispensing of prescription medicines, including but not limited to managed care organizations and pharmacy benefit managers.
7. No officer or management-level employee of Janssen may concurrently serve as a director, board member, employee, agent, or officer of any entity that primarily engages in conduct that Promotes Opioids, Opioid Products, or products for the treatment of Opioid-induced side effects. For the avoidance of doubt, nothing in this provision shall preclude an officer or management-level employee of Janssen from concurrently serving on the board of a hospital.
8. Janssen shall play no role in appointing persons to the board, or hiring persons to the staff, of any entity that primarily engages in conduct that Promotes Opioids, Opioid Products, or products for the treatment of Opioid-induced side effects. For avoidance of doubt, nothing in this paragraph shall prohibit Janssen from fully and accurately responding to unsolicited requests or inquiries about a person's fitness to serve as an employee or Board member at any such entity.

F. Lobbying Restrictions

1. Janssen shall not Lobby for the enactment of any federal, state, or local legislative or regulatory provision that:
 - a. Encourages or requires Health Care Providers to prescribe Opioids or sanctions Health Care Providers for failing to prescribe Opioids or failing to treat pain with Opioids;
 - b. Has the effect of limiting access to any non-Opioid alternative pain treatments; or
 - c. Pertains to the classification of any Opioid or Opioid Product as a scheduled drug under the Controlled Substances Act.
2. Janssen shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision that supports:
 - a. The use of non-pharmacologic therapy and/or non-Opioid pharmacologic therapy to treat chronic pain over or instead of Opioid use, including but not limited to third party payment or reimbursement for such therapies;
 - b. The use and/or prescription of immediate release Opioids instead of extended release Opioids when Opioid use is initiated, including but not limited to third party reimbursement or payment for such prescriptions;

- c. The prescribing of the lowest effective dose of an Opioid, including but not limited to third party reimbursement or payment for such prescription;
 - d. The limitation of initial prescriptions of Opioids to treat acute pain;
 - e. The prescribing and other means of distribution of naloxone to minimize the risk of overdose, including but not limited to third party reimbursement or payment for naloxone;
 - f. The use of urine testing before starting Opioid use and annual urine testing when Opioids are prescribed, including but not limited to third party reimbursement or payment for such testing;
 - g. Evidence-based treatment (such as using medication-assisted treatment with buprenorphine or methadone in combination with behavioral therapies) for OUD, including but not limited to third party reimbursement or payment for such treatment; or
 - h. The implementation or use of Opioid drug disposal systems.
3. Janssen shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision expanding the operation or use of PDMPs, including but not limited to provisions requiring Health Care Providers to review PDMPs when Opioid use is initiated and with every prescription thereafter.
4. Notwithstanding the foregoing restrictions in subsections F.1-3, the following conduct is not restricted:
- a. Challenging the enforcement of or suing for declaratory or injunctive relief with respect to legislation, rules, or regulations referred to in subsection F.1;
 - b. Communications made by Janssen in response to a statute, rule, regulation, or order requiring such communication;
 - c. Communications by a Janssen representative appearing before a federal or state legislative or administrative body, committee, or subcommittee as result of a mandatory order or subpoena commanding that person to testify;
 - d. Responding, in a manner consistent with the Agreement, to an unsolicited request for the input on the passage of legislation or the promulgation of any rule or regulation when such request is submitted in writing specifically to Janssen from a government entity directly involved in the passage of that legislation or promulgation of that rule or regulation; or
 - e. Lobbying for or against provisions of legislation or regulation that address other subjects in addition to those identified in subsections F.1-3, so long as the company does not support specific portions of such legislation or

regulation covered by subsection F.1 or oppose specific portions of such legislation or regulation covered by subsections F.2-3.

5. Janssen shall provide notice of the prohibitions in subsection F to all employees engaged in Lobbying; shall incorporate the prohibitions in subsection F into trainings provided to Janssen employees engaged in Lobbying; and certify to the State of Washington that it has provided such notice and trainings to Janssen employees engaged in Lobbying.

G. Ban on Prescription Savings Programs

1. Janssen shall not directly or indirectly offer any discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (e.g., free trial prescriptions) for any Opioid Product.
2. Janssen shall not directly or indirectly provide financial support to any Third Party for discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (e.g., free trial prescriptions) for any Opioid Product.
3. Janssen shall not directly or indirectly assist patients, Health Care Providers, or pharmacies with the claims and/or prior authorization process required for third-party payors to approve payment for any Opioid Product.

H. General Terms

1. Janssen shall not make any written or oral statement about Opioids or any Opioid Product that is unfair, false, misleading, or deceptive as defined under the law of Washington. For purposes of this paragraph, "Opioid Product" shall also include methadone and other substances when used exclusively to treat opioid abuse, addiction, or overdose.
2. Janssen shall not represent that Opioids or any Opioid Product(s) have approvals, characteristics, uses, benefits, or qualities that they do not have. For purposes of this paragraph, "Opioid Product" shall also include methadone and other substances when used exclusively to treat opioid abuse, addiction, or overdose.
3. For the avoidance of doubt, the Agreement shall not be construed or used as a waiver or limitation of any defense otherwise available to Janssen in any action, and nothing in the Agreement is intended to or shall be construed to prohibit Janssen in any way whatsoever from taking legal or factual positions with regard to any Opioid Product(s) in defense of litigation or other legal proceedings.
4. Upon the request of the State of Washington Attorney General, Janssen shall provide the Washington Attorney General with copies of the following, within thirty (30) days of the request:

- a. Any litigation or civil or criminal law enforcement subpoenas or Civil Investigative Demands relating to Janssen’s Opioid Product(s); and
 - b. Warning or untitled letters issued by the FDA regarding Janssen’s Opioid Product(s) and all correspondence between Janssen and the FDA related to such letters.
5. The Agreement applies to conduct that results in the Promotion of Opioids or Opioid Products, or the Treatment of Pain inside the United States.
6. Janssen will enter into the Agreement solely for the purpose of settlement, and nothing contained therein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Janssen expressly denies. No part of the Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Janssen. The Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.
7. Nothing in the Agreement shall be construed to limit or impair Janssen’s ability to:
- a. Communicate its positions and respond to media inquiries concerning litigation, investigations, reports or other documents or proceedings relating to Janssen or its Opioid Products.
 - b. Maintain a website explaining its litigation positions and responding to allegations concerning its Opioid Products, including the website, www.factsaboutourprescriptionopioids.com.

I. Compliance with All State Laws and Regulations Relating to the Sale, Promotion, and Distribution of Any Opioid Product

1. Janssen shall comply with all applicable state laws and regulations that relate to the sale, promotion, distribution, and disposal of Opioids or Opioid Products, including conduct permitted by subsection B.2, provided that nothing in this paragraph requires Janssen to violate federal law or regulations, including but not limited to:
- a. Washington’s Uniform Controlled Substances Act, including all guidance issued by the applicable state regulator(s);
 - b. Washington’s Consumer Protection Act; and
 - c. Washington State laws, regulations, and guidelines related to opioid prescribing, distribution, and disposal.

J. Clinical Data Transparency

1. Janssen agrees to continue sharing clinical trial data under the Yale University Open Data Access (YODA) Project to allow researchers qualified under the program to access the company's proprietary data under the terms of the project.
2. In the event Yale University discontinues or withdraws from the YODA Project agreement with Janssen, Janssen shall make its clinical research data regarding Opioids and Opioid Products, and any additional clinical research data that Janssen sponsors and controls regarding Opioids and Opioid Products, available to an independent entity that is the functional equivalent of the YODA Project under functionally equivalent terms.

K. Enforcement

1. For the purposes of resolving disputes with respect to compliance with this Exhibit, should the State of Washington have a reasonable basis to believe that Janssen has engaged in a practice that violates a provision of this Exhibit subsequent to the Effective Date, the State of Washington shall notify Janssen in writing of the specific objection, identify with particularity the provision of the Agreement that the practice appears to violate, and give Janssen thirty (30) days to respond in writing to the notification; provided, however, that the State of Washington may take any action if the State believes that, because of the specific practice, a threat to health or safety of the public requires immediate action.
2. Upon receipt of written notice, Janssen shall provide a good faith written response to the State's notification, containing either a statement explaining why Janssen believes it is in compliance with the provisions of this Exhibit of the Agreement, or a detailed explanation of how the alleged violation occurred and a statement explaining how Janssen intends to remedy the alleged breach. Nothing in this section shall be interpreted to limit the State of Washington's civil investigative demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable law, and Janssen reserves all of its rights in responding to a CID or investigative subpoena issued pursuant to such authority.
3. The State of Washington may agree, in writing, to provide Janssen with additional time beyond thirty (30) days to respond to a notice provided under subsection L.1, above, without Court approval.
4. Upon giving Janssen thirty (30) days to respond to the notification described above, the State shall also be permitted reasonable access to inspect and copy relevant, non-privileged, non-work product records and documents in possession, custody, or control of Janssen that relate to Janssen's compliance with each provision of the Agreement pursuant to the State of Washington's CID or investigative subpoena authority.
5. The State of Washington may assert any claim that Janssen has violated the Agreement in a separate civil action to enforce compliance with the Agreement, or may seek any other relief afforded by law for violations of the Agreement, but only

after providing Janssen an opportunity to respond to the notification described in subsection L.1, above; provided, however, the State of Washington may take any action if the State believes that, because of the specific practice, a threat to the health or safety of the public requires immediate action.

6. In the event of a conflict between the requirements of the Agreement and any other law, regulation, or requirement such that Janssen cannot comply with the law without violating the terms of the Agreement or being subject to adverse action, including fines and penalties, Janssen shall document such conflicts and notify the State of the extent to which it will comply with the Agreement in order to eliminate the conflict within thirty (30) days of Janssen's discovery of the conflict. Janssen shall comply with the terms of the Agreement to the fullest extent possible without violating the law.
7. Janssen or the State may request that Janssen and the State meet and confer regarding the resolution of an actual or potential conflict between the Agreement and any other law, or between interpretations of the Agreement by different courts. Nothing herein is intended to modify or extend the jurisdiction of any single judicial authority as provided by law.

L. Compliance Duration

1. Subsections B-J of this Exhibit shall be effective for 8 years from the Effective Date.
2. Nothing in this Agreement shall relieve Janssen of its independent obligation to fully comply with the laws of the State of Washington after expiration of the 8-year period specified in this subsection.

M. Compliance Deadlines

1. Janssen must be in full compliance with the provisions included this Agreement by the Effective Date. Nothing herein shall be construed as permitting Janssen to avoid existing legal obligations.

EXHIBIT D

Non-Released Entities

The following includes a non-exclusive list of non-Released Entities:

1. Actavis LLC
2. Actavis Pharma, Inc.
3. Allergan PLC
4. Allergan Finance, LLC
5. AmerisourceBergen Corporation
6. AmerisourceBergen Drug Corporation
7. Anda, Inc.
8. Cardinal Health, Inc.
9. Cephalon, Inc.
10. Collegium Pharmaceuticals
11. CVS Health Corp.
12. CVS Pharmacy, Inc.
13. Endo Pharmaceuticals Inc.
14. Endo Health Solutions Inc.
15. Mallinckrodt LLC
16. McKesson Corporation
17. McKinsey & Company Inc.
18. Par Pharmaceutical, Inc.
19. Par Pharmaceutical Companies, Inc.
20. Purdue Pharma L.P.
21. Purdue Pharma Inc.
22. SpecGx LLC
23. Teva Pharmaceuticals USA, Inc.
24. The Purdue Frederick Company
25. Walgreen Co.
26. Walgreens Boots Alliance, Inc.
27. Walmart Inc.
28. Watson Laboratories, Inc.

EXHIBIT E

Template Consent Judgment

[CASE]

[COURT]

C.A. NO.:

FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE

The State of Washington (“*State*”) and Johnson & Johnson, Johnson & Johnson Innovative Medicine, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, “*Janssen*” or “*Defendants*”) (together with the State, the “*Parties*,” and each a “*Party*”) have entered into a consensual resolution of the above-captioned litigation (the “*Action*”) pursuant to a settlement agreement entitled Janssen Washington State-Wide Opioid Settlement Agreement, dated as of January 22, 2024 (the “*Agreement*”), a copy of which is attached hereto as Exhibit A. The entry of this Final Consent Judgment (the “*Judgment*”) by the Court is made without trial or adjudication of any contested issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

RECITALS:

1. Each Party warrants and represents that it engaged in arm’s-length negotiations in good faith. In hereby executing the Agreement, the Parties intend to effect a good-faith settlement.
2. The State has determined that the Agreement is in the public interest.
3. Janssen denies the allegations against it and that it has any liability whatsoever to the State, its Subdivisions, and/or (a) any of the State’s or Subdivisions’ departments, agencies, divisions,

boards, commissions, districts, instrumentalities of any kind and attorneys, including its Attorney General and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Subdivisions, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public.

4. The Parties recognize that the outcome of the Action is uncertain and a final resolution through the adversarial process likely will require protracted litigation.

5. The Parties agree to the entry of the injunctive relief terms pursuant to Exhibit C of the Agreement.

6. Therefore, without any admission of liability or wrongdoing by Janssen or any other Released Entities (as defined in the Agreement), the Parties now mutually consent to the entry of this Judgment and agree to dismissal of the claims with prejudice pursuant to the terms of the Agreement to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

In consideration of the mutual promises, terms, and conditions set forth in the Agreement, the adequacy of which is hereby acknowledged by all Parties, it is agreed by and between Defendants and the State, and adjudicated by the Court, as follows:

1. The foregoing Recitals are incorporated herein and constitute an express term of this Judgment.

2. The Parties have entered into a full and final settlement of all Released Claims of Releasers against Janssen (including but not limited to the State) and the Released Entities pursuant to the terms and conditions set forth in the Agreement.

3. The “Definitions” set forth in Section II of the Agreement are incorporated by reference into this Judgment. Unless otherwise defined herein, capitalized terms in this Judgment shall have the same meaning given to them in the Agreement.

4. The Parties agree that the Court has jurisdiction over the subject matter of the Action and over the Parties with respect to the Action and this Judgment. This Judgment shall not be construed or used as a waiver of any jurisdictional defense Janssen or any other Released Entity may raise in any other proceeding.

5. The Court finds that the Agreement was entered into in good faith.

6. The Court finds that entry of this Judgment is in the public interest and reflects a negotiated settlement agreed to by the Parties. The Action is dismissed with prejudice, subject to a retention of jurisdiction by the Court as provided herein and in the Agreement.

7. By this Judgment, the Agreement is hereby approved by the Court, and the Court hereby adopts the Agreement’s terms as its own determination of this matter and the Parties’ respective rights and obligations.

8. The Court shall have authority to resolve disputes identified in Section X of the Agreement, governed by the rules and procedures of the Court.

9. [By this Judgment, *[the State-Subdivision Agreement]* *[name of state’s agreement]*], a copy of which is attached hereto as Exhibit [X] and as incorporated into the Agreement, is hereby approved by the Court as the means by which relevant funds paid pursuant to the Agreement will be divided within the State, subject to the full acceptance by any Subdivision receiving such funds of the

terms of the Agreement, including the releases provided therein. [Add any state-specific language necessary for the effectiveness of the state-subdivision agreement.]]

10. The Parties have satisfied all conditions to effectiveness of the Agreement.

11. Release. The Parties acknowledge that the Release in Section IV of the Agreement, which is incorporated by reference herein, is an integral part of this Judgment. Pursuant to the Agreement and the Release and without limitation and to the maximum extent of the power of the State's Attorney General, Janssen and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (a) the State and its Participating Subdivisions and any of their departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including the State's Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other Subdivisions in the State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or any Subdivision in the State, whether or not any of them participate in the Agreement. Pursuant to the Agreement and the Release and to the maximum extent of the State's power, Janssen and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (1) the State, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, (3) any of the State's past and present executive departments, agencies,

divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license, and (4) any Participating Subdivision. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. The Parties acknowledge, and the Court finds, that those provisions are an integral part of the Agreement and this Judgment, and shall govern the rights and obligations of all participants in the settlement. Any modification of those rights and obligations may be made based only on a writing signed by all affected parties and approved by the Court.

12. Release of Unknown Claims. The State expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

13. The State may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State expressly waived and fully, finally, and forever settled, released and discharged, through the Agreement and Release, any and all Released Claims that may exist as of the Effective Date but which the State does not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would have materially affected the State's decision to enter into the Agreement.

14. Costs and Fees. The Parties will bear their own costs and attorneys' fees except as otherwise provided in the Agreement.

15. No Admission of Liability. Defendants are consenting to this Judgment solely for the purpose of effectuating the Agreement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Defendants expressly deny. No Defendant or Released Entity admits that it caused or contributed to any public nuisance, and no Defendant or Released Entity admits any wrongdoing that was or could have been alleged by the State, its Participating Subdivisions, or any other person or entity. No part of this Judgment shall constitute evidence of any liability, fault, or wrongdoing by Defendants or any other Released Entity. The Parties acknowledge that payments made under the Agreement are not a fine, penalty, or payment in lieu thereof.

16. No Waiver. This Judgment is entered based on the Agreement without trial or adjudication of any contested issue of fact or law or finding of liability of any kind. This Judgment shall not be construed or used as a waiver of Janssen's right, or any other Released Entity's right, to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Judgment. Notwithstanding the foregoing, the State may enforce the terms of this Judgment as expressly provided in the Agreement.

17. No Private Right of Action. This Judgment is not intended for use by any third party for any purpose, including submission to any court for any purpose, except pursuant to Section X of the Agreement. Except as expressly provided in the Agreement, no portion of the Agreement or this Judgment shall provide any rights to, or be enforceable by, any person or entity that is not the State or Released Entity. The State shall allow Participating Subdivisions in the State to notify it of any

perceived violations of the Agreement or this Judgment. The State may not assign or otherwise convey any right to enforce any provision of the Agreement.

18. Admissibility. It is the intent of the Parties that this Judgment not be admissible in other cases against Defendants or binding on Defendants in any respect other than in connection with the enforcement of this Judgment or the Agreement. For the avoidance of doubt, nothing herein shall prohibit Defendants from entering this Judgment or the Agreement into evidence in any litigation or arbitration concerning (1) Defendants' right to coverage under an insurance contract or (2) the enforcement of the releases provided for by the Agreement and this Judgment.

19. Preservation of Privilege. Nothing contained in the Agreement or this Judgment, and no act required to be performed pursuant to the Agreement or this Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

20. Mutual Interpretation. The Parties agree and stipulate that the Agreement was negotiated on an arm's-length basis between parties of equal bargaining power and was drafted jointly by counsel for each Party. Accordingly, the Agreement is incorporated herein by reference and shall be mutually interpreted and not construed in favor of or against any Party, except as expressly provided for in the Agreement.

21. Retention of Jurisdiction. The Court shall retain jurisdiction of the Parties for the limited purpose of the resolution of disputes identified in Section X of the Agreement. The Court shall have jurisdiction over Participating Subdivisions in the State for the limited purposes identified in the Agreement.

22. Successors and Assigns. This Judgment is binding on Defendants' successors and assigns.

23. Modification. This Judgment shall not be modified (by the Court, by any other court, or by any other means) without the consent of the State and Defendants, or as provided for in Section XI.R of the Agreement.

So ORDERED this _____ day of [[*]], 2024.

Enter:

By Order:

APPROVED, AGREED TO AND PRESENTED BY:

[[SIGNATURE BLOCKS]]

EXHIBIT F

Litigating Subdivisions:

1. Anacortes City
2. Bainbridge Island City
3. Burlington City
4. Chelan County
5. Clallam County
6. Clark County
7. Everett City
8. Franklin County
9. Island County
10. Jefferson County
11. Kent City
12. King County
13. Kirkland City
14. Kitsap County
15. Kittitas County
16. La Conner School District
17. Lakewood City
18. Lewis County
19. Lincoln County
20. Mount Vernon City
21. Mount Vernon School District
22. Olympia City
23. Pierce County
24. San Juan County
25. Seattle City
26. Sedro-Woolley City
27. Sedro-Woolley School District
28. Skagit County
29. Snohomish County
30. Spokane City
31. Spokane County
32. Tacoma City
33. Thurston County
34. Vancouver City
35. Walla Walla County
36. Whatcom County
37. Whitman County

Non-litigating Subdivisions:

1. Aberdeen City
2. Adams County
3. Arlington City
4. Asotin County
5. Auburn City
6. Battle Ground City
7. Bellevue City
8. Bellingham City
9. Benton County
10. Bonney Lake City
11. Bothell City
12. Bremerton City
13. Burien City
14. Camas City
15. Centralia City
16. Cheney City
17. Covington City
18. Cowlitz County
19. Des Moines City
20. Douglas County
21. East Wenatchee City
22. Edgewood City
23. Edmonds City
24. Ellensburg City
25. Enumclaw City
26. Federal Way City
27. Ferndale City
28. Fife City
29. Gig Harbor City
30. Grandview City
31. Grant County
32. Grays Harbor County
33. Issaquah City
34. Kelso City
35. Kenmore City
36. Kennewick City
37. Klickitat County
38. Lacey City
39. Lake Forest Park City
40. Lake Stevens City
41. Liberty Lake City
42. Longview City
43. Lynden City
44. Lynnwood City

45. Maple Valley City
46. Marysville City
47. Mason County
48. Mercer Island City
49. Mill Creek City
50. Monroe City
51. Moses Lake City
52. Mountlake Terrace City
53. Mukilteo City
54. Newcastle City
55. Oak Harbor City
56. Okanogan County
57. Pacific County
58. Pasco City
59. Pend Oreille County
60. Port Angeles City
61. Port Orchard City
62. Poulsbo City
63. Pullman City
64. Puyallup City
65. Redmond City
66. Renton City
67. Richland City
68. Sammamish City
69. Seatac City
70. Shelton City
71. Shoreline City
72. Skamania County
73. Snohomish City
74. Snoqualmie City
75. Spokane Valley City
76. Stevens County
77. Sumner City
78. Sunnyside City
79. Tukwila City
80. Tumwater City
81. University Place City
82. Walla Walla City
83. Washougal City
84. Wenatchee City
85. West Richland City
86. Woodinville City
87. Yakima City
88. Yakima County

EXHIBIT G

List of Johnson & Johnson Subsidiaries

Johnson & Johnson, a New Jersey corporation, had the U.S. and international subsidiaries shown below as of January 1, 2023. Johnson & Johnson is not a subsidiary of any other entity.

<u>Name of Subsidiary</u>	<u>Jurisdiction</u>
U.S. Subsidiaries:	
ABD Holding Company, Inc.	Delaware
ABIOMED R&D, Inc.	Delaware
ABIOMED, Inc.	Delaware
Acclarent, Inc.	Delaware
Actelion Pharmaceuticals US, Inc.	Delaware
Albany Street LLC	New Jersey
ALZA Corporation	Delaware
Alza Land Management, Inc.	Delaware
AMO Development, LLC	Delaware
AMO Manufacturing USA, LLC	Delaware
AMO Nominee Holdings, LLC	Delaware
AMO Sales and Service, Inc.	Delaware
AMO Spain Holdings, LLC	Delaware
Anakuria Therapeutics, Inc.	Delaware
AorTx, Inc.	Delaware
Aragon Pharmaceuticals, Inc.	Delaware
Asia Pacific Holdings, LLC	New Jersey
Atrionix, Inc.	California
AUB Holdings LLC	Delaware
Auris Health, Inc.	Delaware
BeneVir BioPharm, Inc.	Delaware
BioMedical Enterprises, Inc.	Texas
Biosense Webster, Inc.	California
Breethe, Inc.	Delaware
Centocor Biologics, LLC	Pennsylvania
Centocor Research & Development, Inc.	Pennsylvania
Cerenovus, Inc.	New Jersey
Coherex Medical, Inc.	Delaware
CoTherix Inc.	Delaware
CRES Holdings, Inc.	Delaware
CrossRoads Extremity Systems, LLC	Tennessee

CSATS, Inc.	Washington
DePuy Mitek, LLC	Massachusetts
DePuy Orthopaedics, Inc.	Indiana
DePuy Products, Inc.	Indiana
DePuy Spine, LLC	Ohio
DePuy Synthes Institute, LLC	Delaware
DePuy Synthes Products, Inc.	Delaware
DePuy Synthes Sales, Inc.	Massachusetts
DePuy Synthes, Inc.	Delaware
Dutch Holding LLC	Delaware
ECL7, LLC	Delaware
Ethicon Endo-Surgery, Inc.	Ohio
Ethicon Endo-Surgery, LLC	Delaware
Ethicon LLC	Delaware
Ethicon US, LLC	Texas
Ethicon, Inc.	New Jersey
Hansen Medical International, Inc.	Delaware
Hansen Medical, Inc.	Delaware
I.D. Acquisition Corp.	New Jersey
Janssen BioPharma, LLC	Delaware
Janssen Biotech, Inc.	Pennsylvania
Janssen Global Services, LLC	New Jersey
Janssen Oncology, Inc.	Delaware
Janssen Ortho LLC	Delaware
Janssen Pharmaceuticals, Inc.	Pennsylvania
Janssen Products, LP	New Jersey
Janssen Research & Development, LLC	New Jersey
Janssen Scientific Affairs, LLC	New Jersey
Janssen Supply Group, LLC	Pennsylvania
Janssen-Cilag Manufacturing, LLC	Delaware
Jevco Holding, Inc.	New Jersey
JJHC, LLC	Delaware
JNJ International Investment LLC	Delaware
JNTL (APAC) HoldCo 2 LLC	Delaware
JNTL (APAC) HoldCo LLC	Delaware

JNTL (Japan) HoldCo Inc.	Delaware
JNTL (Middle East) HoldCo LLC	Delaware
JNTL (Thailand) HoldCo LLC	Delaware
JNTL Consumer Health (Services) LLC	Delaware
JNTL HoldCo 2 LLC	Delaware
JNTL HoldCo 3 LLC	Delaware
JNTL HoldCo 4 LLC	Delaware
JNTL HoldCo 5 LLC	Delaware
JNTL HoldCo 6 LLC	Delaware
JNTL HoldCo 7 LLC	Delaware
JNTL HoldCo 8 LLC	Delaware
JNTL HoldCo LLC	Delaware
JNTL Holdings 2, Inc.	Delaware
JNTL Holdings 3, Inc.	Delaware
JNTL Holdings, Inc.	Delaware
Johnson & Johnson	New Jersey
Johnson & Johnson (Middle East) Inc.	New Jersey
Johnson & Johnson (Singapore) Holdco LLC	Delaware
Johnson & Johnson Consumer Inc.	Nevada
Johnson & Johnson Consumer Inc.	New Jersey
Johnson & Johnson Enterprise Innovation Inc.	Delaware
Johnson & Johnson Finance Corporation	New Jersey
Johnson & Johnson Gateway, LLC	New Jersey
Johnson & Johnson Health and Wellness Solutions, Inc.	Michigan
Johnson & Johnson Health Care Systems Inc.	New Jersey
Johnson & Johnson Innovation - JJDC, Inc.	New Jersey
Johnson & Johnson Innovation LLC	Delaware
Johnson & Johnson International	New Jersey
Johnson & Johnson Medical Devices & Diagnostics Group - Latin America, L.L.C.	Florida
Johnson & Johnson S.E., Inc.	New Jersey
Johnson & Johnson Services, Inc.	New Jersey
Johnson & Johnson Surgical Vision, Inc.	Delaware
Johnson & Johnson Urban Renewal Associates	New Jersey

Johnson & Johnson Vision Care, Inc.	Florida
JOM Pharmaceutical Services, Inc.	Delaware
Kenvue Inc.	Delaware
LTL Management LLC	North Carolina
McNeil Consumer Pharmaceuticals Co.	New Jersey
McNeil Healthcare LLC	Delaware
McNeil LA LLC	Delaware
McNEIL MMP, LLC	New Jersey
McNeil Nutritionals, LLC	Delaware
Medical Device Business Services, Inc.	Indiana
Medical Devices & Diagnostics Global Services, LLC	Delaware
Medical Devices International LLC	Delaware
MegaDyne Medical Products, Inc.	Utah
Mentor Partnership Holding Company I, LLC	Delaware
Mentor Texas GP LLC	Delaware
Mentor Texas L.P.	Delaware
Mentor Worldwide LLC	Delaware
Middlesex Assurance Company Limited	Vermont
Momenta Pharmaceuticals, Inc.	Delaware
NeoStrata Company, Inc.	Delaware
Netherlands Holding Company	Delaware
NeuWave Medical, Inc.	Delaware
Novira Therapeutics, LLC	Delaware
NuVera Medical, Inc.	Delaware
OMJ Pharmaceuticals, Inc.	Delaware
Omrix Biopharmaceuticals, Inc.	Delaware
Ortho Biologics LLC	Delaware
Ortho Biotech Holding LLC	Delaware

Patriot Pharmaceuticals, LLC	Pennsylvania
Peninsula Pharmaceuticals, LLC	Delaware
Percivia LLC	Delaware
preCARDIA, Inc.	Delaware
Princeton Laboratories, Inc.	Delaware
Prosidyan, Inc.	Delaware
Pulsar Vascular, Inc.	Delaware
Regency Urban Renewal Associates	New Jersey
Royalty A&M LLC	North Carolina
Rutan Realty LLC	New Jersey
Scios LLC	Delaware
SterilMed, Inc.	Minnesota
Synthes USA Products, LLC	Delaware
Synthes USA, LLC	Delaware
Synthes, Inc.	Delaware
TARIS Biomedical LLC	Delaware
TearScience, Inc.	Delaware
The Anspach Effort, LLC	Florida
The Vision Care Institute, LLC	Florida
Tibotec, LLC	Delaware
Torax Medical, Inc.	Delaware
Verb Surgical Inc.	Delaware
Vogue International LLC	Delaware
WH4110 Development Company, L.L.C.	Georgia
Zarbee's, Inc.	Delaware

International Subsidiaries:	
3Dintegrated ApS	Denmark
Actelion Ltd	Switzerland
Actelion Pharmaceuticals Ltd	Switzerland
Actelion Pharmaceuticals Trading (Shanghai) Co., Ltd.	China
Actelion Treasury Unlimited Company	Ireland

AMO (Hangzhou) Co., Ltd.	China
AMO (Shanghai) Medical Devices Trading Co., Ltd.	China
AMO ASIA LIMITED	Hong Kong
AMO Australia Pty Limited	Australia
AMO Canada Company	Canada
AMO Denmark ApS	Denmark
AMO France	France
AMO Germany GmbH	Germany
AMO Groningen B.V.	Netherlands
AMO International Holdings Unlimited Company	Ireland
AMO Ireland	Cayman Islands
AMO Italy SRL	Italy
AMO Japan K.K.	Japan
AMO Netherlands BV	Netherlands
AMO Norway AS	Norway
AMO Puerto Rico Manufacturing, Inc.	Cayman Islands
AMO Singapore Pte. Ltd.	Singapore
AMO Switzerland GmbH	Switzerland
AMO United Kingdom, Ltd.	United Kingdom
AMO Uppsala AB	Sweden
Apsis	France
Backsvalan 6 Handelsbolag	Sweden
Beijing Dabao Cosmetics Co., Ltd.	China
Berna Rhein B.V.	Netherlands
Biosense Webster (Israel) Ltd.	Israel
C Consumer Products Denmark ApS	Denmark
Carlo Erba OTC S.r.l.	Italy
ChromaGenics B.V.	Netherlands

Ci:z. Labo Co., Ltd.	Japan
Cilag AG	Switzerland
Cilag GmbH International	Switzerland
Cilag Holding AG	Switzerland
Cilag Holding Treasury Unlimited Company	Ireland
Cilag-Biotech, S.L.	Spain
ColBar LifeScience Ltd.	Israel
Cordis de Mexico, S.A. de C.V.	Mexico
Corimmun GmbH	Germany
Debs-Vogue Corporation (Proprietary) Limited	South Africa
DePuy Hellas SA	Greece
DePuy International Limited	United Kingdom
DePuy Ireland Unlimited Company	Ireland
DePuy Mexico, S.A. de C.V.	Mexico
EES Holdings de Mexico, S. de R.L. de C.V.	Mexico
EES, S.A. de C.V.	Mexico
EIT Emerging Implant Technologies GmbH	Germany
Ethicon Endo-Surgery (Europe) GmbH	Germany
Ethicon Sarl	Switzerland
Ethicon Women's Health & Urology Sarl	Switzerland
Ethnor (Proprietary) Limited	South Africa
Ethnor del Istmo S.A.	Panama
Ethnor Farmaceutica, S.A.	Venezuela, Bolivarian Republic of
Finsbury (Development) Limited	United Kingdom
Finsbury (Instruments) Limited	United Kingdom
Finsbury Medical Limited	United Kingdom
Finsbury Orthopaedics International Limited	United Kingdom
Finsbury Orthopaedics Limited	United Kingdom

FMS Future Medical System SA	Switzerland
GATT Technologies B.V.	Netherlands
GH Biotech Holdings Limited	Ireland
Global Investment Participation B.V.	Netherlands
GMED Healthcare BV	Belgium
Guangzhou Bioseal Biotech Co., Ltd.	China
Hansen Medical Deutschland GmbH	Germany
Hansen Medical UK Limited	United Kingdom
Healthcare Services (Shanghai) Ltd.	China
Innomedic Gesellschaft für innovative Medizintechnik und Informatik mbH	Germany
J & J Company West Africa Limited	Nigeria
J&J Argentina S.A.	Argentina
J&J Pension Trustees Limited	United Kingdom
J&J Productos Medicos & Farmaceuticos del Peru S.A.	Peru
J.C. General Services BV	Belgium
Janssen Biologics (Ireland) Limited	Ireland
Janssen Biologics B.V.	Netherlands
Janssen Cilag Farmaceutica S.A.	Argentina
Janssen Cilag S.p.A.	Italy
Janssen Cilag SPA	Algeria
Janssen Cilag, C.A.	Venezuela, Bolivarian Republic of
Janssen Development Finance Unlimited Company	Ireland
Janssen Egypt LLC	Egypt
Janssen Farmaceutica Portugal Lda	Portugal
Janssen France Treasury Unlimited Company	France
Janssen Holding GmbH	Switzerland
Janssen Inc.	Canada
Janssen Irish Finance Unlimited Company	Ireland

Janssen Japan Treasury Unlimited Company	Japan
Janssen Korea Ltd.	Korea, Republic of
Janssen Mexico Treasury Unlimited Company	Ireland
Janssen Pharmaceutica (Proprietary) Limited	South Africa
Janssen Pharmaceutica NV	Belgium
Janssen Pharmaceutica S.A.	Peru
Janssen Pharmaceutical K.K.	Japan
Janssen Pharmaceutical Sciences Unlimited Company	Ireland
Janssen Pharmaceutical Unlimited Company	Ireland
Janssen R&D Ireland Unlimited Company	Ireland
Janssen Sciences Ireland Unlimited Company	Ireland
Janssen Vaccines & Prevention B.V.	Netherlands
Janssen Vaccines Corp.	Korea, Republic of
Janssen-Cilag	France
Janssen-Cilag (New Zealand) Limited	New Zealand
Janssen-Cilag A/S	Denmark
Janssen-Cilag AG	Switzerland
Janssen-Cilag Aktiebolag	Sweden
Janssen-Cilag AS	Norway
Janssen-Cilag B.V.	Netherlands
Janssen-Cilag d.o.o. Beograd	Serbia
Janssen-Cilag de Mexico S. de R.L. de C.V.	Mexico
Janssen-Cilag Farmaceutica Lda.	Portugal
Janssen-Cilag Farmaceutica Ltda.	Brazil
Janssen-Cilag GmbH	Germany
Janssen-Cilag International NV	Belgium
Janssen-Cilag Kft.	Hungary
Janssen-Cilag Limited	United Kingdom

Janssen-Cilag Limited	Thailand
Janssen-Cilag NV	Belgium
Janssen-Cilag OY	Finland
Janssen-Cilag Pharma GmbH	Austria
Janssen-Cilag Pharmaceutical S.A.C.I.	Greece
Janssen-Cilag Polska, Sp. z o.o.	Poland
Janssen-Cilag Pty Ltd	Australia
Janssen-Cilag S.A.	Colombia
Janssen-Cilag s.r.o.	Czech Republic
Janssen-Cilag, S.A.	Spain
Janssen-Cilag, S.A. de C.V.	Mexico
Janssen-Pharma, S.L.	Spain
J-C Health Care Ltd.	Israel
JJ Surgical Vision Spain, S.L.	Spain
JJC Acquisition Company B.V.	Netherlands
JJSV Belgium BV	Belgium
JJSV Manufacturing Malaysia SDN. BHD.	Malaysia
JJSV Norden AB	Sweden
JJSV Produtos Oticos Ltda.	Brazil
JNJ Global Business Services s.r.o.	Czech Republic
JNJ Holding EMEA B.V.	Netherlands
JNTL (APAC) HoldCo 3 Pte. Ltd.	Singapore
JNTL (APAC) HoldCo Pte. Ltd.	Singapore
JNTL (Malaysia) Sdn. Bhd.	Malaysia
JNTL (Puerto Rico) HoldCo GmbH	Switzerland
JNTL (Shanghai) Investment Co., Ltd.	China
JNTL (Switzerland) HoldCo GmbH	Switzerland
JNTL (UK) HoldCo Limited	United Kingdom

JNTL Consumer Health (Vietnam) Co. Ltd.	Vietnam
JNTL Consumer Health (Belgium) BV	Belgium
JNTL Consumer Health (Brazil) Ltda.	Brazil
JNTL Consumer Health (Czech Republic) s.r.o.	Czech Republic
JNTL Consumer Health (Dominican Republic), S.A.S.	Dominican Republic
JNTL Consumer Health (Finland) Oy	Finland
JNTL Consumer Health (France) SAS	France
JNTL Consumer Health (Hungary) Kft	Hungary
JNTL Consumer Health (India) Private Limited	India
JNTL Consumer Health (New Zealand) Limited	New Zealand
JNTL Consumer Health (Norway) AS	Norway
JNTL Consumer Health (Philippines) Inc.	Philippines
JNTL Consumer Health (Poland) sp. z o.o.	Poland
JNTL Consumer Health (Portugal) Limitada	Portugal
JNTL Consumer Health (Slovakia), s.r.o.	Slovakia
JNTL Consumer Health (Spain), S.L.	Spain
JNTL Consumer Health (Taiwan) Limited	Taiwan (Province of China)
JNTL Consumer Health General Services BV	Belgium
JNTL Consumer Health I (Ireland) Limited	Ireland
JNTL Consumer Health I (Switzerland) GmbH	Switzerland
JNTL Consumer Health II (Switzerland) GmbH	Switzerland
JNTL Consumer Health LLC	Egypt
JNTL Consumer Health Mexico, S. de R.L. de C.V.	Mexico
JNTL Consumer Health Middle East FZ-LLC	United Arab Emirates

JNTL Holdings B.V.	Netherlands
JNTL Ireland HoldCo 2 B.V.	Netherlands
JNTL Netherlands HoldCo B.V.	Netherlands
JNTL Turkey Tüketici Sağlığı Limited Şirketi	Turkey
Johnson & Johnson - Societa' Per Azioni	Italy
Johnson & Johnson (Angola), Limitada	Angola
Johnson & Johnson (Australia) Pty Ltd	Australia
Johnson & Johnson (Canada) Inc.	Canada
Johnson & Johnson (China) Investment Ltd.	China
Johnson & Johnson (Ecuador) S.A.	Ecuador
Johnson & Johnson (Egypt) S.A.E.	Egypt
Johnson & Johnson (Hong Kong) Limited	Hong Kong
Johnson & Johnson (Ireland) Limited	Ireland
Johnson & Johnson (Jamaica) Limited	Jamaica
Johnson & Johnson (Kenya) Limited	Kenya
Johnson & Johnson (Mozambique), Limitada	Mozambique
Johnson & Johnson (Namibia) (Proprietary) Limited	Namibia
Johnson & Johnson (New Zealand) Limited	New Zealand

Johnson & Johnson (Philippines), Inc.	Philippines
Johnson & Johnson (Private) Limited	Zimbabwe
Johnson & Johnson (Thailand) Ltd.	Thailand
Johnson & Johnson (Trinidad) Limited	Trinidad and Tobago
Johnson & Johnson (Vietnam) Co., Ltd	Vietnam
Johnson & Johnson AB	Sweden
Johnson & Johnson AG	Switzerland
Johnson & Johnson Bulgaria EOOD	Bulgaria
Johnson & Johnson China Ltd.	China
Johnson & Johnson Consumer (Hong Kong) Limited	Hong Kong
Johnson & Johnson Consumer (Thailand) Limited	Thailand
Johnson & Johnson Consumer B.V.	Netherlands
Johnson & Johnson Consumer Holdings France	France
Johnson & Johnson Consumer NV	Belgium
Johnson & Johnson Consumer Saudi Arabia Limited	Saudi Arabia
Johnson & Johnson Consumer Services EAME Ltd.	United Kingdom
Johnson & Johnson d.o.o.	Slovenia
Johnson & Johnson de Argentina S.A.C. e. I.	Argentina
Johnson & Johnson de Chile S.A.	Chile
Johnson & Johnson de Colombia S.A.	Colombia
Johnson & Johnson de Mexico, S.A. de C.V.	Mexico
Johnson & Johnson de Uruguay S.A.	Uruguay
Johnson & Johnson de Venezuela, S.A.	Venezuela, Bolivarian Republic of
Johnson & Johnson del Ecuador, S.A.	Ecuador
Johnson & Johnson Del Paraguay, S.A.	Paraguay
Johnson & Johnson del Peru S.A.	Peru
Johnson & Johnson do Brasil Industria E Comercio de Produtos Para Saude Ltda.	Brazil
Johnson & Johnson Dominicana, S.A.S.	Dominican Republic
Johnson & Johnson European Treasury Unlimited Company	Ireland

Johnson & Johnson Finance Limited	United Kingdom
Johnson & Johnson Financial Services GmbH	Germany
Johnson & Johnson for Export and Import LLC	Egypt
Johnson & Johnson Gesellschaft m.b.H.	Austria
Johnson & Johnson GmbH	Germany
Johnson & Johnson GT, Sociedad Anónima	Guatemala
Johnson & Johnson Guatemala, S.A.	Guatemala
Johnson & Johnson Hellas Commercial and Industrial S.A.	Greece
Johnson & Johnson Hellas Consumer Products Commercial Societe Anonyme	Greece
Johnson & Johnson Hemisferica S.A.	Puerto Rico
Johnson & Johnson Holding GmbH	Germany
Johnson & Johnson Holdings (Austria) GmbH	Austria
Johnson & Johnson Inc.	Canada
Johnson & Johnson Industrial Ltda.	Brazil
Johnson & Johnson Innovation Limited	United Kingdom

Johnson & Johnson International (Singapore) Pte. Ltd.	Singapore
Johnson & Johnson International Financial Services Unlimited Company	Ireland
Johnson & Johnson Irish Finance Company Limited	Ireland
Johnson & Johnson K.K.	Japan
Johnson & Johnson Kft.	Hungary
Johnson & Johnson Korea Selling & Distribution LLC	Korea, Republic of
Johnson & Johnson Korea, Ltd.	Korea, Republic of
Johnson & Johnson Limited	United Kingdom
Johnson & Johnson LLC	Russian Federation
Johnson & Johnson Luxembourg Finance Company Sarl	Luxembourg
Johnson & Johnson Management Limited	United Kingdom
Johnson & Johnson Medical (China) Ltd.	China
Johnson & Johnson Medical (Proprietary) Ltd	South Africa
Johnson & Johnson Medical (Shanghai) Ltd.	China
Johnson & Johnson Medical (Suzhou) Ltd.	China
Johnson & Johnson Medical B.V.	Netherlands
Johnson & Johnson Medical GmbH	Germany

Johnson & Johnson Medical Greece Single Member S.A.	Greece
Johnson & Johnson Medical Korea Ltd.	Korea, Republic of
Johnson & Johnson Medical Limited	United Kingdom
Johnson & Johnson Medical Mexico, S.A. de C.V.	Mexico
Johnson & Johnson Medical NV	Belgium
Johnson & Johnson Medical Products GmbH	Austria
Johnson & Johnson Medical Pty Ltd	Australia
Johnson & Johnson Medical S.A.	Argentina
Johnson & Johnson Medical S.p.A.	Italy
Johnson & Johnson Medical SAS	France
Johnson & Johnson Medical Saudi Arabia Limited	Saudi Arabia
Johnson & Johnson Medical Taiwan Ltd.	Taiwan (Province of China)
Johnson & Johnson Medical, S.C.S.	Venezuela, Bolivarian Republic of
Johnson & Johnson Medikal Sanayi ve Ticaret Limited Sirketi	Turkey
Johnson & Johnson MedTech (Thailand) Ltd.	Thailand
Johnson & Johnson Medtech Colombia S.A.S.	Colombia
Johnson & Johnson Middle East FZ-LLC	United Arab Emirates
Johnson & Johnson Morocco Societe Anonyme	Morocco
Johnson & Johnson Nordic AB	Sweden
Johnson & Johnson Pacific Pty Limited	Australia
Johnson & Johnson Pakistan (Private) Limited	Pakistan
Johnson & Johnson Panama, S.A.	Panama
Johnson & Johnson Personal Care (Chile) S.A.	Chile
Johnson & Johnson Pharmaceutical Ltd.	China
Johnson & Johnson Poland Sp. z o.o.	Poland
Johnson & Johnson Private Limited	India
Johnson & Johnson Pte. Ltd.	Singapore

Johnson & Johnson Pty. Limited	Australia
Johnson & Johnson Romania S.R.L.	Romania
Johnson & Johnson S.E. d.o.o.	Croatia
Johnson & Johnson Sante Beaute France	France
Johnson & Johnson SDN. BHD.	Malaysia
Johnson & Johnson Surgical Vision India Private Limited	India
Johnson & Johnson Taiwan Ltd.	Taiwan (Province of China)
Johnson & Johnson UK Treasury Company Limited	United Kingdom
Johnson & Johnson Ukraine LLC	Ukraine
Johnson & Johnson Vision Care (Australia) Pty Ltd	Australia
Johnson & Johnson Vision Care (Shanghai) Ltd.	China
Johnson & Johnson Vision Care Ireland Unlimited Company	Ireland
Johnson & Johnson Vision Korea, Ltd.	Korea, Republic of
Johnson & Johnson, Lda	Portugal
Johnson & Johnson, S.A.	Spain
Johnson & Johnson, S.A. de C.V.	Mexico
Johnson & Johnson, s.r.o.	Slovakia
Johnson & Johnson, s.r.o.	Czech Republic

Johnson and Johnson (Proprietary) Limited	South Africa
Johnson and Johnson Sihhi Malzeme Sanayi Ve Ticaret Limited Sirketi	Turkey
Johnson Y Johnson de Costa Rica, S.A.	Costa Rica
La Concha Land Investment Corporation	Philippines
McNeil AB	Sweden
McNeil Denmark ApS	Denmark
McNeil Healthcare (Ireland) Limited	Ireland
McNeil Healthcare (UK) Limited	United Kingdom
McNeil Iberica S.L.U.	Spain
McNeil Panama, LLC	Panama
McNeil Products Limited	United Kingdom
McNeil Sweden AB	Sweden
Medos International Sarl	Switzerland
Medos Sarl	Switzerland
Menlo Care De Mexico, S.A. de C.V.	Mexico
Mentor B.V.	Netherlands
Mentor Deutschland GmbH	Germany
Mentor Medical Systems B.V.	Netherlands
Momenta Ireland Limited	Ireland
NeoStrata UG (haftungsbeschränkt)	Germany
Neuravi Limited	Ireland
Obtech Medical Mexico, S.A. de C.V.	Mexico
OBTECH Medical Sarl	Switzerland
OGX Beauty Limited	United Kingdom
OMJ Holding GmbH	Switzerland
Omrix Biopharmaceuticals Ltd.	Israel
Omrix Biopharmaceuticals NV	Belgium
Orthospin Ltd.	Israel
Orthotaxy	France
Pharmadirect Ltd.	Canada
Pharmedica Laboratories (Proprietary) Limited	South Africa
Productos de Cuidado Personal y de La Salud de Bolivia S.R.L.	Bolivia
Proleader S.A.	Uruguay

PT Integrated Healthcare Indonesia	Indonesia
PT Johnson & Johnson Indonesia	Indonesia
PT Johnson and Johnson Indonesia Two	Indonesia
RespiVert Ltd.	United Kingdom
Review Manager Test Entity 2	France
Serhum S.A. de C.V.	Mexico
Shanghai Elsker Mother & Baby Co., Ltd	China
Shanghai Johnson & Johnson Ltd.	China
Shanghai Johnson & Johnson Pharmaceuticals Ltd.	China
Sodiac ESV	Belgium
Spectrum Vision Limited Liability Company	Russian Federation
Spectrum Vision Limited Liability Company	Ukraine
Spectrum Vision Limited Liability Partnership	Kazakhstan
Surgical Process Institute Deutschland GmbH	Germany
Synthes Costa Rica S.C.R., Limitada	Costa Rica
SYNTHES GmbH	Germany
Synthes GmbH	Switzerland
Synthes Holding AG	Switzerland
Synthes Holding Limited	United Arab Emirates
SYNTHES Medical Immobilien GmbH	Germany
Synthes Medical Surgical Equipment & Instruments Trading LLC	United Arab Emirates
Synthes Produktions GmbH	Switzerland
Synthes Proprietary Limited	South Africa
Synthes S.M.P., S. de R.L. de C.V.	Mexico
Synthes Tuttlingen GmbH	Germany
UAB "Johnson & Johnson"	Lithuania
Vania Expansion	France
Vision Care Finance Unlimited Company	Ireland
Xian Janssen Pharmaceutical Ltd.	China
XOI Limited	United Kingdom

EXHIBIT H

One Washington Memorandum of Understanding between the Washington Municipalities

**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 Rohrback L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

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

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

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

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

E. General Terms

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

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

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

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

shall be governed by the Uniform Electronic Transactions Act. 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 _____, 2022 by:

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

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
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Adams County

Adams County	0.1638732475%
Hatton	
Lind	
Othello	
Ritzville	
Washtucna	
County Total:	0.1638732475%

Asotin County

Asotin County	0.4694498386%
Asotin	
Clarkston	
County Total:	0.4694498386%

Benton County

Benton County	1.4848831892%
Benton City	
Kennewick	0.5415650564%
Prosser	
Richland	0.4756779517%
West Richland	0.0459360490%
County Total:	2.5480622463%

Chelan County

Chelan County	0.7434914485%
Cashmere	
Chelan	
Entiat	
Leavenworth	
Wenatchee	0.2968333494%
County Total:	1.0403247979%

Clallam County

Clallam County	1.3076983401%
Forks	
Port Angeles	0.4598370527%
Sequim	
County Total:	1.7675353928%

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

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

EXHIBIT B

County	Local Government	% Allocation
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Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
County Total:	1.2483954471%

Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
County Total:	0.9331973041%

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

EXHIBIT B

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

*** - Local Government appears in multiple counties

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
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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

EXHIBIT B

County	Local Government	% Allocation
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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

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%

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%

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%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	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%

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

EXHIBIT I

Settlement Fund Administrator Terms

I. Definitions

- A. This Settlement Fund Administrator Terms incorporates all defined terms in the Janssen Washington State-Wide Opioid Settlement Agreement (“Janssen Settlement Agreement”), unless otherwise defined herein, and shall be interpreted in a manner consistent with the Janssen Settlement Agreement.

II. Establishment of the Settlement Fund Administrator

A. *Selection of the Settlement Fund Administrator.*

- i. Subject to the removal provisions under Section II.C below, BrownGreer PLC is hereby selected as the Settlement Fund Administrator.
- ii. Within thirty (30) calendar days of the Effective Date of the Janssen Settlement Agreement, unless such time is extended by written agreement of Janssen and the State, a contract shall be negotiated and finalized with BrownGreer PLC.
- iii. The terms of the Settlement Fund Administrator shall be for the duration of the Janssen Settlement Agreement or as otherwise specified in the contract executed with such entity, unless the Settlement Fund Administrator is removed pursuant to Section II.C below.

B. *Governance of the Settlement Fund Administrator.*

- i. The Settlement Fund Administrator will act as an independent and neutral third party to determine the allocation of payments under Section VI.C of the Janssen Settlement Agreement; administer and disburse funds from the Settlement Fund; and perform other duties as described below and in the Janssen Settlement Agreement.
- ii. All parties to the Janssen Settlement Agreement are entitled to rely upon information received from the Settlement Fund Administrator, whether in oral, written, or other form. No Party to the Janssen Settlement Agreement shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any party for or in connection with any action taken or not taken by the Settlement Fund Administrator. In addition, no Party to the Janssen Settlement Agreement shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any party for or in connection with any action taken or not taken by Janssen based on incorrect, inaccurate, incomplete or otherwise erroneous information or data provided by the Settlement Fund Administrator. For the avoidance of doubt, nothing in this paragraph alters Sections I to XI of the Janssen Settlement Agreement or any of the exhibits thereto.

C. *Removal of the Settlement Fund Administrator.*

- i. The Settlement Fund Administrator may be removed for cause. The contract with each entity shall describe the standards for removing that entity for cause.
- ii. Disputes regarding the performance and/or removal of the Settlement Fund Administrator will be resolved in accordance with Section X of the Janssen Settlement Agreement.

D. *Funding of the Settlement Fund Administrator.*

- i. The costs and fees associated with or arising out of the duties of the Settlement Fund Administrator shall be paid from the interest accrued on the LG Share portion of the funds in the Settlement Fund between the date of Janssen's payment and the date of disbursement to the Subdivisions. Should such interest prove insufficient, the remaining costs and fees of the Settlement Fund Administrator shall be paid by Janssen. Payments will be made to the Settlement Fund Administrator within thirty (30) days after the initial disbursements to the State and the Subdivisions are completed, and if applicable, thirty (30) days after any holdback disbursement under Section V.D of the Janssen Settlement Agreement.
- ii. There will be a cap on the costs and fees of the Settlement Fund Administrator, which shall be dependent on the scope of services, the number and timing of distributions from the Settlement Fund, and the Settlement Fund Administrator's reporting requirements. The cap on fees and costs shall be specified in the contract executed with the Settlement Fund Administrator.

III. Calculation and Allocation of Payments

A. *General Principles.*

- i. This Section III is intended to implement the relevant provisions of Sections VI and IX.B of the Janssen Settlement Agreement, the exhibits thereto, and the One Washington Memorandum of Understanding Between Washington Municipalities (the "*One Washington MOU*"). To the extent this Section III conflicts with the Janssen Settlement Agreement and/or the exhibits thereto, the Janssen Settlement Agreement shall control.
- ii. The Settlement Fund Administrator is entitled to rely upon information received from the Parties to the Janssen Settlement Agreement, whether in oral, written, or other form, for the purpose for which it was submitted, provided that such information is not disputed by another Party.

B. *Establishment of Settlement Fund.*

- i. The Settlement Fund Administrator shall establish a Settlement Fund, as defined in Section II.25 of the Janssen Settlement Agreement and subject to Section IV.B below.

C. *Calculation of Allocations and Disbursement of Amounts from Settlement Fund.*

- i. The Settlement Fund Administrator shall be responsible for calculating the allocation of Net Settlement Amount payments under Section VI of the Janssen Settlement Agreement and the One Washington MOU, as well as Participating Litigating Subdivisions' attorneys' fees and costs under Section IX.B of the Janssen Settlement Agreement and the One Washington MOU.
- ii. If the Janssen Settlement Agreement becomes effective and Janssen pays the Net Settlement Amount into the Settlement Fund pursuant to Sections V.B and V.C of the Janssen Settlement Agreement (subject to any holdback under Section V.D of the Janssen Settlement Agreement), the Settlement Fund Administrator shall:
 1. disburse or cause to be disbursed 50% of the Net Settlement Amount to the State, pursuant to Section VI.A.1 of the Janssen Settlement Agreement;
 2. deposit 15% of the 50% LG Share of the Net Settlement Amount into a government fee subfund, pursuant to Section D of the One Washington MOU; and
 3. allocate and disburse or cause to be disbursed the remainder of the LG Share of the Net Settlement Amount to Participating Subdivisions in accordance with Sections B.3 and B.4 of the One Washington MOU.
- iii. The Settlement Fund Administrator, in cooperation with the Opioid Fee and Expense Committee as defined in the One Washington MOU, shall disburse or cause to be disbursed the monies in the government fee subfund according to the procedures set forth in Section D of the One Washington MOU.
- iv. If Janssen pays the \$6,167,000 holdback amount into the Settlement Fund pursuant to Section V.D of the Janssen Settlement Agreement, the Settlement Fund Administrator shall allocate, deposite, and disburse or cause to be disbursed such holdback payment according to the principles stated in Sections III.C.ii and III.C.iii above.

IV. Reporting Obligations

A. *Reporting of Non-Opioid Remediation Uses.*

- i. The Settlement Fund Administrator shall set up a system to receive and preserve reports from the State States and Participating Subdivisions that have used monies from the Settlement Fund for purposes that do not qualify as Opioid Remediation, pursuant to Section VI.D of the Janssen Settlement Agreement. The Settlement Fund Administrator will not require the State and Participating Subdivisions without any such uses of money to submit a report, and the Settlement Fund Administrator may

treat the failure to submit a report as confirmation that the State or Participating Subdivision had no such uses of money.

- ii. The State and Participating Subdivisions shall report to the Settlement Fund Administrator and Janssen the amount of funds received from the Settlement Fund used for purposes that do not qualify as Opioid Remediation (pursuant to Section VI.D of the Janssen Settlement Agreement). Such reports to the Settlement Fund Administrator and Janssen shall identify how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of the Janssen Settlement Agreement, respectively. Such State or Participating Subdivision shall make such reports to the Settlement Fund Administrator and Janssen with respect to each six-month period ending on June 30 or December 31 of any year in which funds are received from the Settlement Fund. Such State or Participating Subdivision shall make each such report within ninety (90) days of the end of the applicable six-month period.
- iii. The Settlement Fund Administrator shall make the reporting under this Section IV.A available to the public.
- iv. The Settlement Fund Administrator shall track and assist in the report of the amount of remediation disbursed or applied during each fiscal year, broken down by primary funded strategy category listed in Exhibit J of the Janssen Settlement Agreement (with any permissible common costs prorated among strategies).
- v. Upon request by Janssen, the Settlement Fund Administrator shall agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Janssen to establish the statements set forth in Section XI.B of the Janssen Settlement Agreement to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance. Nothing herein shall be read to conflict with or limit the Parties' obligations under Sections XI.B and XI.C of the Janssen Settlement Agreement.

B. *Qualified Settlement Fund Treatment.*

- i. Janssen and the Settlement Fund Administrator shall agree that the Settlement Fund is intended to be classified as a "qualified settlement fund" within the meaning of Treasury regulations Section 1.468B-1, *et seq.* (and corresponding or similar provisions of state, local, or foreign law, as applicable). The Settlement Fund Administrator or any independent certified public accounting firm selected by Janssen to serve as administrator of the Settlement Fund for tax purposes (the "Tax Administrator") shall not take any action or tax position inconsistent with such treatment. The Settlement Fund shall be treated as a qualified

settlement fund from the earliest date possible, and Janssen and the Settlement Fund Administrator shall agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible.

- ii. The Settlement Fund Administrator or the Tax Administrator shall serve as administrator of the Settlement Fund for tax purposes. The Settlement Fund Administrator or Tax Administrator shall (i) obtain federal and state taxpayer identification numbers for the Settlement Fund and provide the same to Janssen and the Settlement Fund Administrator, (ii) be responsible for all tax reporting, withholding and filing requirements for the Settlement Fund, (iii) provide instructions to Janssen and the Settlement Fund Administrator for the release of sufficient funds from the Settlement Fund to pay all taxes owed by the Settlement Fund in accordance with Treasury regulations Section 1.468B-2 and any applicable state, local or other tax laws, and (iv) send copies of all such tax filings and returns to Janssen and the Settlement Fund Administrator. Janssen and the Settlement Fund Administrator shall provide such cooperation and information as the Tax Administrator may reasonably request in performing the responsibilities set forth in this Section IV.

EXHIBIT J

List of Opioid Remediation Uses

**Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹

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

Expand training for first responders, schools, community support groups and families; and

Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

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

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

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

F. TREATMENT FOR INCARCERATED POPULATION

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

G. PREVENTION PROGRAMS

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

H. EXPANDING SYRINGE SERVICE PROGRAMS

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

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

**Schedule B
Approved Uses**

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

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:²

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

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

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

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

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

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

15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

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

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “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;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“*CTP*”), 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 to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

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

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

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

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

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

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

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

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

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

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

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing

overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

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

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

L. RESEARCH

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

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

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT B

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Janssen Washington State-Wide Opioid Settlement Agreement dated January 22, 2024 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 30 days of the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity

elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

8. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

9. This Settlement Participation Form shall be deemed effective as of the Effective Date of the Janssen Settlement.
10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

**City of Oak Harbor
City Council Agenda Bill**

Bill No. 9.b.
Date: April 2, 2024
Subject: Law Enforcement Mental
Health and Wellness Grants

FROM: Tony Slowik, Chief of Police

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Ronnie Wright, Mayor
- Sabrina Combs, Interim City Administrator
- David Goldman, Deputy City Administrator
- Hillary J. Evans, City Attorney, as to form

RECOMMENDED ACTION

No action necessary

BACKGROUND / SUMMARY INFORMATION

The Department of Justice Office of Community Orientation Policing Services (COPS) and the Washington State Criminal Justice Training Commission (CJTC) provide funding to local law enforcement agencies to improve the delivery of and access to mental health and wellness services for law enforcement officers through the implementation of peer support training, family resources, suicide prevention, resiliency training, and other promising practices for wellness programs. The grant programs are the COPS Law Enforcement Mental Health and Wellness Act Implementation Projects and the CJTC Officer Wellness Project.

The Oak Harbor Police Department partnered with Island and Skagit County Police Departments and Sheriff's Offices last year and received funding through the CJTC Officer Wellness Project for mental health and wellness coaching programs for commissioned officers.

Oak Harbor Police Department would like to expand on this program to offer more services to commissioned officers, non-commissioned staff, and their spouses in both Island and Skagit Counties. OHPD's program would include coaching/mentoring, in-person training, wellness activities, peer support team training, and coaching/mentoring certification.

LEGAL AUTHORITY

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

None.

ATTACHMENTS

1. [LEMHWA Grant PowerPoint](#)

**DEPARTMENT OF JUSTICE
LAW ENFORCEMENT
MENTAL HEALTH &
WELLNESS ACT**



CITY OF
Oak Harbor
WHIDBEY ISLAND, WASHINGTON

**City Council Meeting
04/02/2024**

WHAT IS LEMHWA?

- Enacted LEMHWA in 2017
- Office of Community Oriented Policing Services (COPS)
 - Officer psychological health and well-being.
 - Resources for mental health providers for issues common to law enforcement officers.
 - Resources for agencies



REGIONAL TRAINING / SUPPORT

Skagit CO Sheriff's

Island CO Sheriff's

Burlington Police

Mt. Vernon Police

Anacortes Police

Swinomish Police

Upper Skagit River Police

Sedro-Wooley Police

Sauk-Suiattle Police

Oak Harbor Police

Langley Police

- **Burlington PD Program**
 - **2023**
 - **State CJTS grant**
 - **Commissioned Officers**
 - **Mentoring**
 - **Peer Support**

COPS GRANT OPPORTUNITY



- Implementation Projects
- improve delivery and access to mental health and wellness services for law enforcement officers
- Enhance or expand programs
 - Peer support
 - Training
 - Family resources
 - Suicide prevention

OHPD PROPOSAL

- Program will include:
 - Coaching/mentoring
 - In-person trainings
 - Wellness options
 - Peer support training
 - Coaching/mentoring certification
- Expanding current program to include non-commissioned officers, spouses & more options

QUESTIONS?



THANK YOU!