

MEMORANDUM OF UNDERSTANDING BETWEEN SPOKANE REGION PARTICIPATING LOCAL
GOVERNMENTS AND SPOKANE REGIONAL BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES
ORGANIZATION

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

RECITALS

A. Adams County, Ferry County, Lincoln County, Pend Oreille County, Spokane County, and Stevens County are Participating Local Governments pursuant to the One WA MOU, as are the following cities within Spokane County:

Cheney, Liberty Lake, Spokane and Spokane Valley.

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

B. All of the Participating Local Governments are also participants in the “Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State” (Allocation Agreement), attached hereto as Exhibit B and fully incorporated herein. Initial funds from this settlement have begun to be distributed directly to the Participating Local Governments.

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

D. The SCRBH-ASO administers behavioral health services and programs under chapters 71.24 and 71.05 RCW within the Spokane regional service area established under RCW 74.09.870.

E. The parties seek to designate a special subcommittee of the SCRBH-ASO as the Spokane Regional Opioid Abatement Council pursuant to Section C.4.h of the One WA MOU and pursuant to Section 15 of the Allocation Agreement for the purposes of overseeing the use of Opioid Funds allocated to the aforementioned Participating Local Governments consistent with the Approved Purposes set forth in the One WA MOU and consistent with the purposes set forth in Section 8 of the Allocation Agreement.

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

G. This Agreement does not contemplate a joint budget.

H. This Agreement does not constitute a joint agreement or claim by the Participating Local Governments on any behavioral health funding or responsibility not otherwise specified in this agreement.

I. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

AGREEMENT

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

2. The Participating Local Governments hereby designate a special subcommittee of the BH-ASO as the Spokane Regional Opioid Abatement Council (OAC) pursuant to Section C.4.h of the One WA MOU and pursuant to Section 15 of the Allocation Agreement to oversee allocation, monitoring and oversight, expenditure reporting, and dispute resolution of Opioid Funds allocated to the Participating Local Governments consistent with the Approved Purposes set forth in the One WA MOU and Allocation Agreement and consistent with the purposes set forth in Section 8 of the Allocation Agreement (collectively "Approved Purposes").

3. The OAC shall be composed of one representative of each participating county and one representative of each participating city.

4. It is anticipated that the Participating Local Governments will directly receive the Opioid Funds and will maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less. If the OAC receives any of the Opioid Funds, it will immediately transfer those funds to the Participating Local Governments consistent with the Allocation Agreement.

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

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

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

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

a. Monitor programs and services funded with the Opioid abatement funds within the Spokane regional service area for Approved Purposes.

b. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data for expenditures of Opioid Funds by the Participating Local Governments, which shall be updated at least annually.

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

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

9. If any Party to this Agreement believes another Party violated the terms of this Agreement, the One WA MOU, and/or the Allocation Agreement, the aggrieved Party may seek judicial enforcement of the terms of this Agreement, the One WA MOU, and/or the Allocation Agreement. The Parties hereby stipulate that venue of any action shall be in accordance with RCW 4.12.080. Prior to filing any such action, the alleging Party shall first provide the alleged offending Party notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Party or alleged offending Party may be represented by their respective public entity in accordance with Washington law.

10. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this Agreement that violates any Washington law. In such an action, the alleged offending Party may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Party may seek outside representation to defend itself against such an action.

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

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

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

14. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

Approved:
City of Cheney:

Approved this ____ day of _____, 2023

Chris Grover, Mayor

City Clerk

Approved:
City of Liberty Lake:

Approved this ____ day of _____, 2023

Cristella Kaminskas, Mayor

City Clerk

Approved:
City of Spokane:

Approved this ____ day of _____, 2023

Nadine Woodward, Mayor

City Clerk

Approved:
City of Spokane Valley:

Approved this ____ day of _____, 2023

Pam Haley, Mayor

City Clerk

Approved:
Board of Adams County Commissioners:

Approved this ____ day of _____, 2023
Clerk of the Board of Adams County
Commissioners:

Dan Blankenship, Commissioner

Clerk

Jay R. Weise, Commissioner

Miguel A. Garza, Commissioner

Approved:
Board of Ferry County Commissioners:

Approved this ____ day of _____, 2023
Clerk of the Board of Ferry County
Commissioners:

Brian Dansel, Commissioner

Clerk

Robert P. Dean, Commissioner

Michael Heath, Commissioner

Approved:
Board of Lincoln County Commissioners:

Approved this ____ day of _____, 2023
Clerk of the Board of Lincoln County
Commissioners:

Jo M. Gilcrest, Commissioner

Clerk

Scott Hutsell, Commissioner

Rob Coffman, Commissioner

Approved:
Board of Pend Oreille County Commissioners:

Approved this ____ day of _____, 2023
Clerk of the Board of Pend Oreille County
Commissioners

Brian Smiley, Chair

Crystal Zieske

Robert Rosencrantz, Vice Chair

John Gentle, Commissioner

Approved:
Board of Spokane County Commissioners:

Approved this ____ day of _____, 2023
Clerk of the Board of Spokane County
Commissioners:

Mary Kuney, Chair

Ginna Vasquez

Josh Kerns, Vice Chair

Al French

Chris Jordan

Amber Waldref

Approved:
Board of Stevens County Commissioners:

Approved this ____ day of _____, 2023
Clerk of the Board of Stevens County
Commissioners

Wes McCart, Commissioner

Clerk

Mark Burrows, Commissioner

Greg Young, Commissioner