INTERLOCAL AGREEMENT FOR OPIOID REMEDIATION BETWEEN THE SPOKANE REGIONAL HEALTH DISTRICT AND THE CITY OF SPOKANE VALLEY

THIS AGREEMENT is made and entered into by and between the Spokane Regional Health District, a public health agency of the State of Washington, having offices for the transaction of business at 1101 W. College Ave., Spokane, Washington 99201, hereinafter referred to as "SRHD" and the City of Spokane Valley, a municipal corporation of the State of Washington, having offices for the transaction of business at 10210 East Sprague Avenue, Spokane Valley, Washington 99206, hereinafter referred to as "CITY," jointly hereinafter referred to as the "PARTIES." The SRHD and CITY agree as follows:

SECTION NO. 1: RECITALS AND FINDINGS

- (a) The SRHD has the duties and powers delineated in chapters 70.05 and 70.46 RCW
- (b) The City Council of the City of Spokane Valley has the care of CITY property and the management of CITY funds and business.
- (c) Public agencies may contract with each other to perform certain functions which each may legally perform pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.
- (d) Pursuant to RCW 39.34.030(5), an awarding agency's compliance with the procurement processes required of that agency relieves the cooperating non-awarding agency's duty to follow its procurement processes if the awarding agency posted the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations.
- (e) RCW 39.34.030(7) further authorizes SRHD and the CITY to enter into agreements for the financing of joint projects.
- (f) The CITY is in receipt of settlement funds paid as a result of multiple class action lawsuits related to the harms caused by opioid manufacturers, pharmacies, and distributors.
- (g) The CITY is a member of the Spokane Regional Opioid Abatement Council ("OAC"), which monitors, tracks, and reports expenditures of Opioid Settlement Funds.
- (h) Pursuant to the Memorandum of Understanding ("MOU") establishing the Spokane Regional OAC, and the restrictions on the Opioid Settlement Funds pursuant to the respective settlements, the CITY may only expend Settlement Funds for Approved Purposes generally described in Exhibit B of the OAC MOU ("Approved Purposes").
- (i) SRHD collects data regarding opioid overdoses within Spokane County from emergency rooms, EMS, and the medical examiner, and has proposed a plan to review existing data at a geographical level to understand the limitations and possibilities to enhance data with more detailed information, such as whether overdoses were occurring within Spokane Valley, and building dashboard data visualizations and other elements for CITY and public use ("Dashboard Project").
- (j) SRHD also proposed conducting a needs assessment specific to Spokane Valley regarding opioid use and overdose deaths, including outreach and data collection for opioid treatment needs within Spokane Valley, which could be used for planning purposes in the future ("Needs Assessment").

(k) The CITY desires to contribute \$16,900 to SRHD for the Dashboard Project, and \$40,300 for the Needs Assessment.

SECTION NO. 2: DEFINITIONS

In addition to those terms defined in Section No. 1, the following terms shall mean the following:

- (a) <u>Agreement:</u> "Agreement" means this Interlocal Agreement between the CITY and SRHD regarding CITY contribution of its Settlement Funds to SRHD in exchange for the Dashboard Project and Needs Assessment services outlined herein.
- (b) CITY: "CITY" means the City of Spokane Valley.
- (c) SRHD: "SRHD" means Spokane Regional Health District.
- (d) <u>Uncontrollable Circumstances</u>: "Uncontrollable Circumstances" means the following events: riots, wars, civil disturbances, insurrections, acts of terrorism, external fires and floods, volcanic eruptions, lightning or earthquakes at or near where the Services are performed and/or that directly affect providing of such Services.
- (e) Opioid Settlement Funds: "Opioid Settlement Funds" shall mean the settlement funds received by the CITY in exchange for CITY Council approval of the following settlements: 1) Janssen Washington State-Wide opioid Settlement Agreement dated January 22, 2024; 2) Distributors Washington Settlement dated May 2, 2022; 3) Allergan Settlement Agreement dated November 22, 2022; 4) CVS Settlement Agreement dated December 9, 2022; 5) Teva Settlement Agreement dated November 22, 2022; 6) Walgreens Settlement Agreement dated December 9, 2022; 7) Walmart Settlement Agreement dated November 14, 2022; and 8) Kroger Settlement Agreement dated March 22, 2024.
- (f) <u>Dashboard Project</u>: "Dashboard Project" shall mean SRHD's plan to review existing data at a geographical level to understand the limitations and possibilities to enhance data with more detailed information, such as whether overdoses were occurring within Spokane Valley, and building dashboard data visualizations and other elements for CITY and public use. Further described in Exhibit A.
- (g) Needs Assessment: "Needs Assessment" SRHD's proposal to analysis specific to Spokane Valley regarding opioid use and overdose deaths, including outreach and data collection for opioid treatment needs within Spokane Valley, which could be used for planning purposes in the future. Further described in Exhibit A.
- (h) Approved Purposes: "Approved Purposes" shall mean those opioid remediation measures and strategies generally described in Exhibit B to the OAC MOU.

SECTION NO. 3: PURPOSE

The CITY intends to reimburse SRHD with \$16,900.00 of its Opioid Settlement Funds for the SRHD Dashboard Project, and \$40,300 for SRHD's Needs Assessment as described herein and Exhibit A. The purpose of this Agreement is to reduce to writing the PARTIES' understanding as to the terms and conditions under which the CITY will reimburse the SRHD with its Opioid Settlement Funds for the aforementioned Dashboard Project and Needs Assessment.

SECTION NO. 4: RESPONSIBILITIES OF THE PARTIES

(a) The SRHD shall:

- i. Complete the Dashboard Project and Needs Assessment as described in this Agreement and Exhibit A by January 31, 2026.
- ii. Provide all invoices, supporting documentation, and reports as outlined in Section No. 6 "Transfer and Use of Opioid Settlement Funds" to Finance Program Manager at sfarr@spokanevalleywa.gov or any other individual designated by the CITY Finance Director.
- iii. Follow all laws, rules, and regulations related to procurement of any and all services, public works, equipment, or materials when utilizing Opioid Settlement Funds, including ensuring that all solicitations are posted on a website maintained by the SRHD. The SRHD shall provide evidence of the same upon request by the CITY.
- iv. NOT reserve, pay, or otherwise utilize any Opioid Settlement Funds paid, reimbursed, or otherwise transferred by the CITY to the SRHD for administrative costs of administering the funds.

(b) The CITY shall:

- i. Reimburse SRHD for its allowable expenditures consistent with Exhibit A for the Dashboard Project up to \$16,900.00, and the Needs Assessment up to \$40,300.00 upon receipt of adequate invoices, reports, and other documentation consistent with Section No. 6 herein.
- ii. Provide all reports of expenditures of CITY Opioid Settlement Funds to the Spokane Regional OAC consistent with the OAC MOU.

SECTION NO. 5: DURATION/WITHDRAWAL

This Agreement shall commence when fully executed and run until March 31, 2026, unless terminated as provided herein.

Either Party may terminate this Agreement for any reason by 180 days' written notice to the other Party.

SECTION NO. 6: REIMBURSEMENT AND USE OF OPIOID SETTLEMENT FUNDS

The CITY shall reimburse SRHD with the CITY's Opioid Settlement Funds up to the amounts listed in Section No. 4(b)(i) within 30 days of receipt of an invoice, report and documentation supporting SRHD's request for reimbursement. These invoices, reports, and other documentation shall include but not be limited to hours worked, progress reports of work completed to date, and other information reasonably requested by the CITY's Finance Department.

SRHD shall use the Opioid Settlement Funds transferred per Section 4(b)(i) only for the reimbursement of expenses for the Dashboard Project and Needs Assessment.

The CITY may dispute expenditures by notifying the SRHD of such dispute within 15 days of receipt of the report by sending a letter to the SRHD stating with specificity the basis for the dispute. The PARTIES agree to meet within thirty (30) calendar days of the SRHD's receipt of the aforementioned letter to resolve the matter. In the event the PARTIES cannot mutually resolve the matter within the thirty (30) calendar

day time frame, unless otherwise agreed by the PARTIES, the matter shall be resolved pursuant to the Dispute Resolution provisions set forth in Section 15. The selection of arbitrators as provided for in Section 15 shall commence within thirty (30) calendar days of the expiration of the thirty (30) calendar day time frame for informal resolution.

Any resolution of a disputed amount through use of the arbitration process identified in Section 15 shall include, at the request of either Party, a determination of whether interest is appropriate, including the amount. Following resolution of a dispute (whether reached informally, by arbitration, or by an alternative agreed upon process), (a) the amount of any expenditure of Opioid Settlement Funds determined to be used for purposes other than those delineated within this Agreement shall be repaid to the CITY within the first quarter following resolution, and (b) the SRHD shall provide a report to the CITY describing the use in violation of this Agreement, which can be forwarded as necessary to the OAC, and any other body responsible for collecting information related to the Opioid Settlement Funds. Notwithstanding anything herein to the contrary, and except as reimbursable as described herein, the SRHD shall be at all times solely responsible for any and all costs, expenses, fees, salaries, and payments associated with the Dashboard Project, and Needs Assessment.

SECTION NO. 7: NOTICE

All notices or other communications given hereunder shall be deemed given on: (1) the day such notices or other communications are received when sent by personal delivery; or (2) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the SRHD or the CITY at the address set forth below for such Party, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party:

SRHD:

Alicia M. Thompson, DrPH, LMSW

Administrative Officer 1101 West College Spokane, WA 99201 athompson@srhd.org

CITY:

City of Spokane Valley City Manager or his/her authorized representative

10210 E Sprague Avenue

Spokane Valley, Washington 99206

SECTION NO. 8: COUNTERPARTS

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.

SECTION NO. 9: ASSIGNMENT

No PARTY may assign in whole or part its interest in this Agreement without the written approval of the other PARTY.

SECTION NO. 10: LIABILITY

(a) The SRHD shall indemnify and hold harmless the CITY and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the SRHD, its officers, agents, and employees, relating to or arising out of performing Services pursuant to this

Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the CITY, the SRHD shall defend the same at its sole cost and expense; provided that the CITY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the CITY, and its officers, agents, and employees, or jointly against the CITY and the SRHD and their respective officers, agents, and employees, the SRHD shall satisfy the same.

- (b) The CITY shall indemnify and hold harmless the SRHD and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the CITY, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the SRHD, the CITY shall defend the same at its sole cost and expense; provided that the SRHD reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the SRHD, and its officers, agents, and employees, or jointly against the SRHD and the CITY and their respective officers, agents, and employees, the CITY shall satisfy the same.
- (c) If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- (d) Where an officer or employee of a PARTY is acting under the direction and control of the other PARTY, the PARTY directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other PARTY'S officer or employee's negligence.
- (e) Each PARTY'S duty to indemnify shall survive the termination or expiration of the Agreement.
- (f) The foregoing indemnity is specifically intended to constitute a waiver of each PARTY'S immunity under Washington's Industrial Insurance Act, chapter 51 RCW, respecting the other PARTY only, and only to the extent necessary to provide the indemnified PARTY with a full and complete indemnity of claims made by the indemnitor's employees. The PARTIES acknowledge that these provisions were specifically negotiated and agreed upon by them.
- (g) The SRHD and the CITY agree to either self insured or purchase policies of insurance covering the matters contained in this Agreement with coverages of not less than \$4,000,000 per occurrence. including professional liability and auto liability coverages.

SECTION NO. 11: RELATIONSHIP OF THE PARTIES

The PARTIES intend that their relationship to each other in connection with this Agreement shall be that of independent contractors. Neither PARTY shall be an agent of the other PARTY, and each PARTY is interested only in the results to be achieved. For the avoidance of doubt, the CITY's transfer of Opioid Settlement Funds to the SRHD shall not be construed by either Party as creating any relationship between the CITY and the contractors, consultants, officers, employees, agents, providers, health care workers, case managers, subcontractors, subconsultants, or suppliers of the SRHD.

SECTION NO. 12: MODIFICATION

This Agreement may be modified in writing only by mutual written agreement of the PARTIES.

SECTION NO. 13: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with the Services shall remain with the original owner, unless specifically and mutually agreed by the PARTIES to this Agreement.

SECTION NO. 14: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement, including the Recitals and Findings in Section No. 1, contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

SECTION NO.15: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing and considered by the SRHD and the CITY Manager. If the SRHD and the CITY Manager cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04 RCW shall be applicable to any arbitration proceeding.

The SRHD and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04 RCW.

The costs of the arbitration panel shall be split equally between the PARTIES.

SECTION NO. 16: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 17: SEVERABILITY

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement.

If it should appear that any part, term, or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 18: RECORDS

All public records shall be maintained in accordance with the requirements of the Public Records Act, chapter 42.56 RCW. All public records prepared, owned, used, or retained by the SRHD in conjunction with contracting Services under the terms of this Agreement shall be deemed SRHD property and shall be made available to the CITY upon request by the CITY Manager subject to the attorney client and attorney

work product privileges and other exemptions afforded under the public records act. Likewise, all public records prepared, owned, used, or retained by the CITY in conjunction with providing Services under the terms of this Agreement shall be deemed CITY property and shall be made available to the SRHD upon request by the SRHD subject to the attorney client and attorney work product privileges and other exemptions afforded under the public records act.

Each PARTY will promptly notify the other PARTY of any public disclosure request for copies or viewing of such records as well as the PARTY'S proposed response thereto.

SECTION NO. 19: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit, or extend the scope or intent of the sections to which they pertain.

SECTION NO. 20: UNCONTROLLABLE CIRCUMSTANCES/IMPOSSIBILITY

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from Uncontrollable Circumstances shall be deemed not a default under this Agreement.

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from any change in or new law, order, rule or regulation of any nature which renders providing of Services in accordance with the terms of this Agreement legally impossible, and any other circumstances beyond the control of the PARTIES which render legally impossible the performance by the PARTIES of its obligations under this Agreement, shall be deemed not a default under this Agreement.

SECTION NO. 21: FILING

This Agreement shall be filed by the PARTIES with such offices or agencies as required by chapter 39.34 RCW.

SECTION NO. 22: EXECUTION AND APPROVAL

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the PARTY for purposes of confirming this Agreement.

SECTION NO. 23: INITIATIVES

The PARTIES recognize that revenue-reducing initiative(s) passed by the voters of Washington may substantially reduce local operating revenue for the CITY, SRHD or both PARTIES. The PARTIES agree that it is necessary to have flexibility to reduce the contracted amount(s) in this Agreement in response to budget constraints resulting from the passage of revenue-reducing initiative(s). If such an event occurs, the PARTIES agree to negotiate in good faith to achieve a mutually agreeable resolution in a timely fashion.

SECTION NO. 24: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 25: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either Party's authority or powers under laws.

SECTION NO. 26: Reserved.

SECTION NO. 27: ADMINISTRATION

No separate and distinct legal entity or joint board shall be created to conduct this undertaking. Day-to-day administration of this Agreement shall be through managers appointed by the SRHD and the CITY.

SECTION NO. 28: CHAPTER 39.34 RCW REQUIRED CLAUSES

- (a) Purposes: See Section No. 3 above.
- (b) **Duration:** See Section No. 5 above.
- (c) <u>Separate Legal Entity:</u> See Section No. 27 above. This Agreement does not create, nor seek to create, a separate legal entity pursuant RCW 39.34.030.
- (d) Responsibilities of the Parties: Among others see Section Nos. 4 & 6 above.
- (e) <u>Agreement to be Filed:</u> In accordance with RCW 39.34.040 and Section No. 21 above, the CITY and SRHD shall be responsible for filing this Agreement.
- (f) <u>Financing</u>: Each Party shall be solely responsible for financing its obligations under this Agreement or as otherwise provided for herein.
- (g) Termination: See Section No. 5.
- (h) Property upon Termination: See Section No. 13 above.

[signatures following page]

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

SPOKANE REGIONAL HEALTH DISTRICT

	By:
Dated:	Title:
CITY OF SPOKANE VALLEY	
DATED: 7-29-25	JOHN HOHMAN, City Manager
ATTEST: Manifold College	APPROVED AS TO FORM:
Marci Patterson, City Clerk	City Attorney's Office

EXHIBIT A

Scope of Services and Costs

Spokane Valley Overdose Prevention Needs Assessment

Overview

The City of Spokane Valley is interested in additional data to inform substance use and overdose prevention efforts. The Spokane Regional Health District (SRHD) Data Center has experience in collecting data through the community health assessment and will partner with Spokane Valley for this work. SRHD Data Center charges a board approved hourly rate of \$130/hr. for contract work. Scope details may be refined at the SRHD and City of Spokane Valley staff level when necessary to conform to available information.

The project will include

- A. Expand and enhance the SRHD Opioid Dashboard of up to 12 indicators including new and disaggregated data. The SRHD shall expand and enhance the SRHD Opioid Dashboard to provide additional information regarding opioid use, abuse, and overdoses by:
 - Disaggregating currently available indicators to provide City of Spokane Valley or zip code specific information when available and comparing to available state data
 - ii. Acquiring data for new indicators and disaggregating such data to provide City of Spokane Valley or zip code specific information when available. New indicators are dependent on the availability of timely and reliable data. The SRHD will work with the City of Spokane Valley to explore the feasibility of proposed new indicators which may include the following topics:
 - a. Information on polysubstance use
 - b. Information relating to whether individuals are housed or unhoused
 - c. Industry-specific information relating to field of work (legal, medical, construction, sales, etc.)
 - d. Further breakdown of age groups such as 18-25, 26-30, 31-40, 41-50, etc.
 - e. Repeat hospital visits or EMS calls
 - f. Information specific to youth, school or school district
 - g. Use of saboxone, methadone, and naloxone
 - h. Length of substance use history
 - i. Income information
 - i. Insurance status
 - k. Seeking treatment or detox
 - 1. Breakdown of the specific hospitals utilized
 - m. Arrests, convictions, amount of controlled substances confiscated by law enforcement.
 - iii. The estimated specific activities, time, and costs for such activities are set forth below, though actual hours may vary. City shall only be responsible for the costs up to the amounts listed in section 4(b) of the Agreement.

Dashboard Expansion

imated F/JE
hours
-

Data cleaning, validation, preparation for analysis	60 hours
Dashboard	
Build out dashboard data visualizations	30 hours
Build out supporting dashboard elements- text, images, landing pages, etc.	10 hours
Estimated FTE	130 hours

B. Spokane Valley Community Needs Assessment. SRHD shall conduct a comprehensive opioiduse and overdose-related community needs assessment to identify current activities, assets, gaps, and needs to prevent and abate opioid use, misuse, and overdoses by:

 Gathering and analyzing relevant health, socio-demographic, and behavior data of Spokane Valley residents.

- ii. Collecting data from stakeholders, which may include medical providers, outreach teams, law enforcement, EMS, and fire personnel, school districts, community groups, behavioral and substance use treatment providers, business organizations (such as the Greater Spokane Valley Chamber of Commerce), courts and other relevant criminal justice groups, as well as impacted individuals who either use or have used opioids through surveys, interviews, community conversations, or such other means as determined appropriate. City of Spokane Valley staff will help with identifying and recruiting partners and community participants. The final methods and approaches used will depend on costs, timeliness, and willingness of partners to participate and will be determined by the SRHD and City of Spokane Valley staff,
- iii. Identify assets which provide education, resources, treatment, prevention, or assistance to those using, misusing, or overdosing from opioids. Such identification shall include a breakdown of assets by category such as facility, service, staff, funding, equipment, and educational material/program; by location such as those assets within the City boundaries versus those located in other regional locations, and by how those assets can be accessed either by referral, self-admit, or free versus paid. This breakdown is dependent on the availability of information.

iv. Analyze the gathered information and compile it into a comprehensive assessment of needs, gaps, and assets for Spokane Valley residents.

v. The estimated specific activities, time, and costs for such activities are set forth below, though actual hours may vary. City shall only be responsible for the costs up to the amounts listed in section 4(b) of the Agreement.

Needs Assessment

Timeline: June 2025-January 2026	
Activities: Needs Assessment	FIE
Gather and analyze relevant health, socio-demographic, and behavior data for	90 hours
Spokane Valley residents.	
Collect data from stakeholders and impacted individuals through surveys,	180 hours
interviews, and community conversations.	
Identify assets in the community.	20 hours
Synthesize data to better understand the needs, gaps, and assets for Spokane	20 hours
Valley residents affected by SUD. The information can be used to inform use	
of settlement dollars and prevention efforts.	
Estimated FTE	310 hours