



Members: Bowman, Bitetto, Cole, Reinke (alt)

Staff Liaison: Administrative Services Director Jeff Steffens, Chief Operating Officer Kassandra Raymond

The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (First Floor Conference Room), or virtually by using the meeting access link below. -

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CALL TO ORDER

COMMITTEE BUSINESS

1. Resolution No. 1682 – Interagency Pooling Agreement with Pierce County for Opioid Settlement Funds
2. Surplus Authorization

REPORTS

1. Monthly Sales Tax Report
2. Recruitment & Negotiation Update

ADJOURNMENT

SUBJECT: Resolution No. 1682 – Interagency Pooling Agreement with Pierce County for Opioid Settlement Funds

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1682 Interlocal Agreement with Pierce County Opioid Fund Pooling

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

Pursuant to the One Washington MOU, over the next 15 years, the City will receive well over \$200,000 in settlement funds from opioid manufacturers and distributors. The exact amount is unknown as settlements continue to be reached. The use of these funds is restricted to activities outlined in the One Washington MOU which includes opioid treatment, prevention and education. The Council has previously indicated (through its adopted budget) that the best use of the City's funds is to pool them with other jurisdictions in order to maximize the limited funds. The amount received through 2023 was \$26,245.

Pierce County has agreed to manage a regional notice of funding and award process, including acting as the financial agent. Each budget cycle the city could decide how much, if any, of the city's opioid settlement funds will be contributed to Pierce County for regional allocation. The cities of Edgewood, Fife and Bonney Lake are also pooling their settlement funds.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 5/16/2024

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.: 1682 authorizing the Mayor to enter into an interlocal agreement between the City of Sumner and Pierce County related to the pooling of Opioid Settlement Funds in a form as approved by the City Attorney.

**RESOLUTION NO. 1682
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT FOR POOLING OF OPIOID SETTLEMENT FUNDS WITH PIERCE COUNTY WASHINGTON.

WHEREAS, the City of Sumner needs and desires to have available jail facilities to provide for the

WHEREAS, the Parties in compliance with the One Washington Memorandum of understanding between Washington Municipalities (MOU) and RCW 39.34.030(3), and the Opioid Abatement Council (OAC) Interlocal Agreement (ILA) agree to pool funding based upon the default methodology set forth at Section C.5 and C.7 of the OAC interlocal agreement and section C. 5 of the MOU.

WHEREAS, the Parties acknowledge the receipt of Opioid settlement funds related to opioid litigation; and

WHEREAS, the Parties recognize the impact of the opioid epidemic on the communities; and

WHEREAS, the Parties desire to collaborate on the equitable distribution and utilization of the Opioid settlement funds to address opioid-related issues; and

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

Section 1. The Mayor is authorized to enter into an Interlocal Agreement For the purposes of Pooling Opioid Settlement Funds with Pierce County substantially in a form as approved by the City Attorney.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

APPROVED AND ADOPTED this 3rd day of June 2024.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

City Attorney Andrea Marquez

Interagency Pooling Agreement Between Pierce County and the City of Sumner for Opioid Settlement Funds

This Interagency Pooling Agreement made and entered into between Pierce County and the City of Sumner.

SECTION 1. RECITALS

WHEREAS, the Parties in compliance with the One Washington Memorandum of understanding between Washington Municipalities (MOU) and RCW 39.34.030(3), and the Opioid Abatement Council (OAC) Interlocal Agreement (ILA); and

WHEREAS, the parties agree to pool funding based upon the default methodology set forth at Section C.5 and C.7 of the OAC interlocal agreement and section C. 5 of the MOU.

WHEREAS, the Parties acknowledge the receipt of Opioid settlement funds related to opioid litigation; and

WHEREAS, the Parties recognize the impact of the opioid epidemic on the communities; and

WHEREAS, the Parties desire to collaborate on the equitable distribution and utilization of the Opioid settlement funds to address opioid-related issues; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 2. DEFINITIONS

1. "Approved Purpose(s)" shall mean the strategies specified and set forth in the One Washington MOU, OAC ILA, and the Pierce County Behavioral Health Improvement Plan.
2. "Behavioral Health Advisory Board (BHAB)" shall refer to the board that serves in an advisory capacity to assist the County in meeting the behavioral health planning responsibilities required by Chapter 8.101 PCC.
3. "Opioid Settlement fund" shall refer to the dollars coming into Pierce County from various opioid settlements.

SECTION 3. PURPOSE AND TERM

This Agreement is established pursuant to the One Washington MOU, ILA, and RCW 39.34 the Interlocal Cooperations Act to establish a framework for the distribution, allocation, and utilization of the opioid settlement funds to address opioid-related issues within the County and City. The term of this agreement shall commence on the date executed (effective date here) and shall run for a period of years sufficient to distribute the parties' opioid settlement funds.

SECTION 4. ADMINISTRATION

1. **Formation of Subcommittee:** The County shall establish a subcommittee, hereby known as Behavioral Health Opioid Committee (BHOC), under the Behavioral Health Advisory Board (BHAB) responsible for overseeing the distribution and use of the opioid settlement funds allocated to Pierce County by the City.
 - a. **Committee Composition:** The Committee shall consist of representatives appointed by each Party. The County shall ensure that members reflect the diversity of the affected communities, if possible. Each Party shall select their representative for the Behavioral Health Opioid Committee from qualified persons and the representative shall be appointed by the Party's governing body. A Party may choose to leave its position vacant. Using the same process as the primary member selection process, each Party may also appoint an alternate to serve where the primary appointment is not available to serve.
 - b. **Structure of BHOC** – The BHOC created in this Agreement is not a separate legal or administrative entity within the meaning of RCW 39.34.030(3).

SECTION 5. Duties of Parties

1. Pierce County Human Services Behavioral Health Staff, with the assistance of the members of the BHOC, are responsible for:
 - a. Developing a methodology for soliciting proposals for use of Opioid Funds.
 - b. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
 - c. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
 - d. Approving or denying proposals for the use of Opioid Funds for Approved Purposes.
 - e. Reporting to the PCOAC, in accordance with data reporting guidelines, all decisions on Opioid Fund allocation applications, distributions, and expenditures.
2. City representatives are responsible for:
 - a. Compliance with the OAC ILA agreement by retaining 10% of Opioid settlement funds to cover administrative expenses incurred by Pierce County Auditor.
 - b. Transferring all or a mutually agreeable amount of its Opioid settlement allocation to Pierce County Human Services.
 - c. Appointing a representative to sit on the BHOC board.

SECTION 6. RECORD RETENTION

1. All records related to the receipt and expenditure of Opioid Funds shall be retained in accordance with Washington State retention schedules published by the Secretary of State for no less than five (5) years and shall be made available for review by other Parties, the PCOAC, the BHAB, or the public.
2. Each party to this Agreement shall be responsible for retaining and producing the records it creates, owns or uses, in accordance with applicable public records access and retention laws and regulations. Nothing in this section is intended to require a Party to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (RCW 42.56), other than as provided for herein.
3. **Termination** – This Agreement shall be self-terminating 36 months after the final distribution of funds through or by the Parties to the Agreement. Either Party may terminate this Agreement earlier and shall provide written notice of forty-five (45) days advance notice of such event.

Either Party may terminate the Agreement in whole or in part whenever the County determines, in its discretion, that such termination is in the interests of either Party. Whenever the Agreement is terminated in accordance with this paragraph, each Party shall be entitled to proportional repayment of any unspent funds. Termination of this Agreement at any time during the term, whether for default or convenience, shall not constitute a breach of contract.

SECTION 8. INDEMNIFICATION

Each Party agrees to fully indemnify the other Party, for all court awarded penalties, costs, and attorneys' fees incurred by such Party resulting from any claims, including under the Public Records Act, brought against a Party, where the liability is premised upon the sole acts or omissions by the Party. If more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorney's fees, will be only to the extent of the percent of fault allocated to each respective Party by a final judgement of the court.

SECTION 9. MODIFICATIONS OR AMENDMENTS

This Agreement may be modified or amended only upon written agreement of both Parties.

SECTION 10. ENTIRE AGREEMENT

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.

This Agreement sets forth the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. Understandings, representations, or warranties not contained in this Agreement, or a written amendment hereto shall not be binding on any Party.

SECTION 11. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of

this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force.

SECTION 12. NON-DISCRIMINATION

The Parties, their employees, and agents shall not discriminate against any person based on any reason prohibited by Washington state or federal law as adopted or subsequently amended.

SECTION 13. COMPLIANCE WITH LAWS

The Parties shall comply with federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION 14. GOVERNING LAW; VENUE

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 other judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Pierce County, Washington.

SECTION 15. APPROVAL

Adoption of this Agreement by each Party shall be by signature below.

WHEREFORE, the undersigned authorities do hereby approve and adopt the Agreement as set forth herein.

Done on this ____ day of _____, 2024.



SUBJECT: Surplus Authorization

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. May 2024 Surplus

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The Sumner Fleet Department has two items that they wish to surplus that are no longer needed for City Operations. Both items have a value of less than \$50,000 and per SMC 3.36 fall under the Finance Committee's authority.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Do pass



CITY OF
SUMNER
WASHINGTON

MEMORANDUM

DATE: May, 2024
TO: Finance and Personnel Committee
FROM: Jeff Steffens, Administrative Services Director
RE: Surplus Authorization

The City's Fleet Department has two items that are no longer needed by the City and deemed surplus.

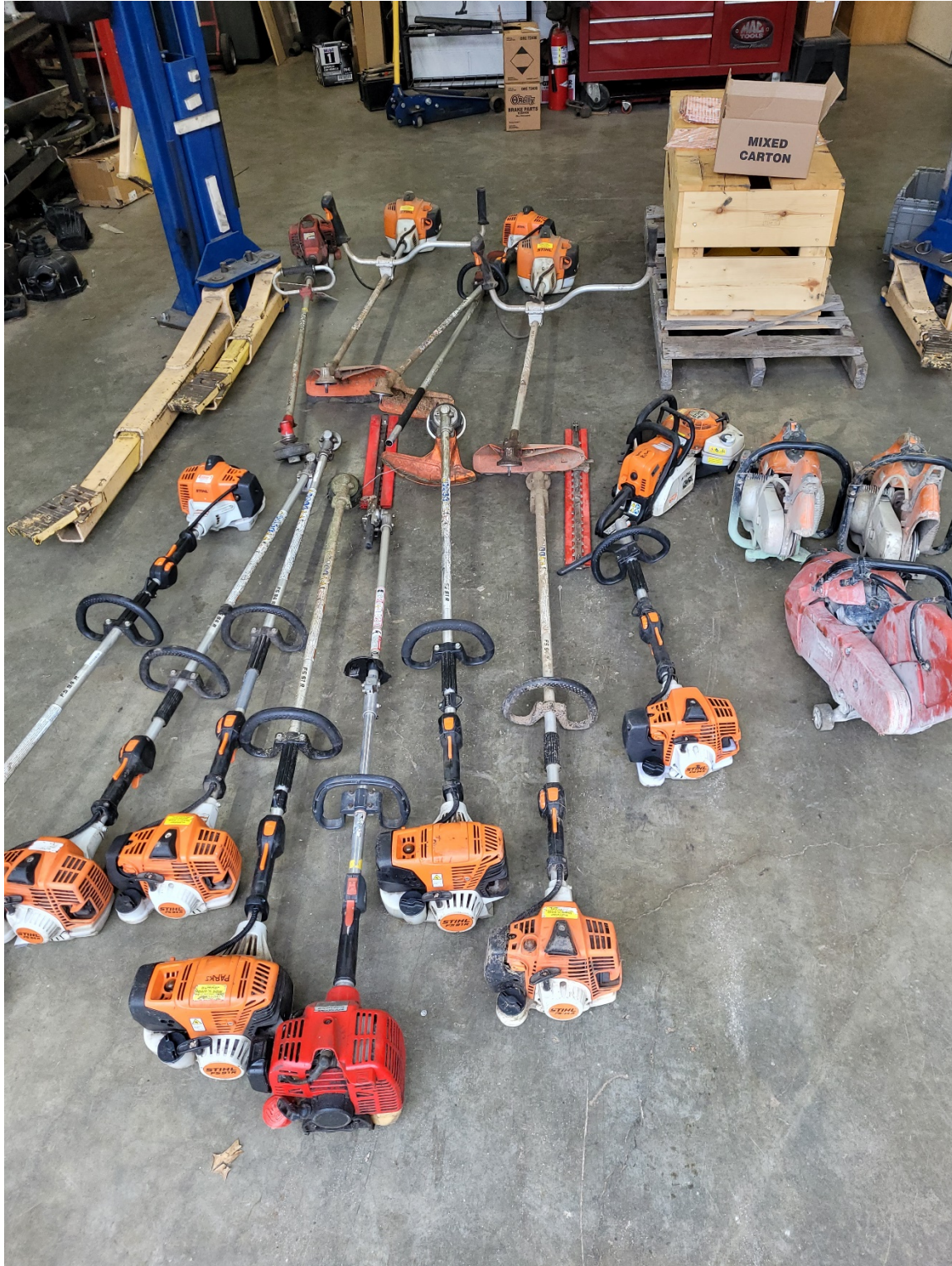
2015 Ford Police Explorer
Unit 21-120
Estimated Value \$2,000



Parks Trailer (1989)
Estimated Value \$750



Miscellaneous gas powered tools
Estimated Value \$2,000





SUBJECT: Monthly Sales Tax Report

CATEGORY: Information Only

BUDGET IMPACT: N/A

ATTACHMENTS:

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

Staff will review monthly sales tax reporting. This is a regular reporting item. Please note, this report is provided only to those who have a WA State Department of Revenue Secrecy Affidavit Confidential Affidavit on file.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 5/16/2024

COMMITTEE RECOMMENDATION: Informational only; no Committee action required.

STAFF RECOMMENDATIONS/MOTION:

Informational only; no further action required.



SUBJECT: Recruitment & Negotiation Update

CATEGORY: Information Only

BUDGET IMPACT: N/A

ATTACHMENTS:

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Staff will provide a verbal update on recruitment and negotiation activity.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 5/16/2024

COMMITTEE RECOMMENDATION: Informational only; no Committee action required.

STAFF RECOMMENDATIONS/MOTION:

Informational only; no Committee action required.