



**LYNNWOOD CITY COUNCIL Work Session**  
**City Hall Council Chambers 19100 44th Ave W Lynnwood WA 98036**  
**MONDAY, APRIL 6, 2026 6:00 PM**

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1. CALL TO ORDER
2. ROLL CALL
3. MAYOR COMMENTS
4. COUNCIL COMMENTS
5. COMMENTS AND QUESTIONS ON MEMO ITEMS
6. WORK SESSION ITEMS
  - 6.A [Discussion: Opportunity Zones 2.0](#) - 20 minutes  
Sarah Cho, City Center Program Manager
7. NEW BUSINESS
8. EXECUTIVE SESSION, AS NEEDED
  - 8.A [Executive Session: City Council Interviews for Assistant City Administrator Candidates pursuant RCW 42.30.110\(1\)\(g\)](#) - 120 minutes  
Annie Vandenkooy, Human Resources Director & Lena Hopkins, Human Resources Analyst

ADJOURN

MEMOS FOR FUTURE ACTION

[Waiver of Competition: WWTP Biologic Sludge Deodorizing Agent](#) - 0 minutes  
Tanner Boyle, Treatment Plant Supervisor

[Final Contract Acceptance: 40th Ave Water Tank Improvements Phase 2](#) - 0 minutes  
Mike Whaley, Project Manager and David Mach, City Engineer

[Contract Award: Small Works Roster: ITB 4021 - WWTP Primary Clarifier Diamond Plate Support and Chlorine Tank Ladder Replacement](#)  
- 0 minutes  
Tanner Boyle, WWTP Supervisor

Contract: Scriber Creek Corridor Sewer Main Improvements Project - 0 minutes  
Erin Duleba, Project Manager and David Mach, City Engineer

Agreement: Additional Opioid Settlement Agreement Participation Form (Six Remnant  
Defendants Settlement) - 0 minutes  
Lynn D. Sordel, Interim Assistant City Administrator

**CITY COUNCIL 6.A**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

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**TITLE: Discussion: Opportunity Zones 2.0**

**DEPARTMENT CONTACT: Sarah Cho, Development and Business Services**

**SUMMARY:**

Provide an overview of Opportunity Zone 2.0, including updated federal requirements and the City's intent to pursue designation of eligible areas.

**PRESENTER:**

Sarah Cho, City Center Program Manager

**ESTIMATED TIME:**

20

**BACKGROUND:**

Opportunity Zones, created under the Tax Cuts and Jobs Acts in 2017, and revised under the One, Big, Beautiful Bill in 2025, provides federal tax incentives to encourage private capital investment in qualifying census tracts to support economic development and job creation. The City of Lynnwood currently includes a designated Opportunity Zone under the original program which contributed to the recent development of City Center. The City partnered with the Economic Alliance of Snohomish County (EASC) for this designation. Opportunity Zone 2.0 provides new guidelines and requirements for future participation in the program. The Washington State Department of Commerce is leading the State's process for identifying and selecting qualifying applications to be submitted to the U.S. Treasury department for approval.

**SUGGESTED ACTION:**

At a future business meeting, adopt a resolution to support the City's Opportunity Zone 2.0 application and authorize a submission to the Washington State Department of Commerce.

**PREVIOUS COUNCIL ACTIONS:**

No previous Council actions.

**FUNDING:**

Opportunity Zone 2.0 attracts private investment and development in City Center that contributes directly and indirectly to City revenues.

**VISIONS AND PRIORITIES ALIGNMENT:**

1. Fulfill the community vision for the City Center and Lynnwood Link light rail.

2. Ensure financial stability and economic success.
3. Pursue and maintain collaborative relationships and partnerships.

## **DEPARTMENT ATTACHMENTS**

Description:

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[OZ 2.0 City Council Presentation.pdf](#)



**LYNNWOOD**  
WASHINGTON

*A great deal more*

***Opportunity Zone 2.0***  
**City Council Work Session Meeting**  
**April 4, 2026**

*Ben Wolters, Development and Business Services Director*  
*Sarah Cho, City Center Program Manager*

# What is an Opportunity Zone?

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- Established with the 2017 Tax Cuts and Jobs Act (TCJA), Opportunity Zones (OZ's) are federally designated tracts that are meant to spur investment in undercapitalized communities.
- The program provides a federal tax incentive, providing capital gains tax benefits to investors in these designated census tracts.
- Investors defer/reduce capital gains taxes by investing in Qualified Opportunity Funds (QOF's).
- Washington State currently has 139 designated OZ's across 36 counties.

# What is New with OZ 2.0? - More Competitive




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- The new program features permanent changes to the policy's geographic targeting criteria, incentive structure and reporting requirements.
- The new program narrows future OZ's to more distressed communities, to direct capital into truly underserved areas.
- The eligibility requirements have been tightened, reducing the expected qualified OZ tracts by roughly 20%.
- According to the Department of Commerce, there are currently 139 OZ's in Washington State. Under the new program, the number of new OZ's will be significantly less. Of those, at least 25% of the new OZ's must be located in rural communities.
- Based on current information, the Governor is allowed to nominate up to 25% of Washington's eligible census tracts to be designated as opportunity zones. Out of 394 eligible census tracts, approximately 98 census tracts will be nominated.

# Current OZ and OZ 2.0

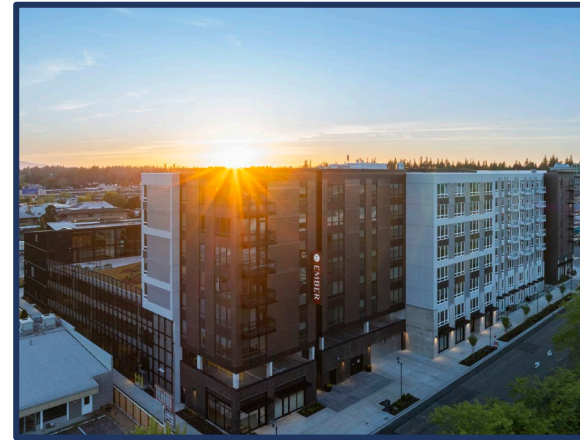


## Legend

-  Lynnwood City Limits
-  Current Opportunity Zone
-  Possible OZ 2.0 Zones



0 0.5 1 2 Miles



Kinect - 239 units  
Ember - 361 units  
Koz - 199 units  
Enso - 318 units



# Timeline and Next Steps

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- Application has been delayed by the Department of Commerce, as they wait for federal guidance on the process and eligibility requirements.
- Anticipating a one-month application window. Awaiting start date.
- Coordination with neighboring jurisdictions, developers and property owners.
- Identify priority areas for nomination and return to City Council with recommendations for a resolution.



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***Thank You!***

**CITY COUNCIL 8.A**  
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**TITLE:** Executive Session: City Council Interviews for Assistant City Administrator Candidates pursuant RCW 42.30.110(1)(g)

**DEPARTMENT CONTACT:** Annie Vandenkooy, Human Resources

**SUMMARY:**

City Council to evaluate the qualifications of applicant(s) for public employment in Executive Session under RCW 42.30.110(1)(g),

**PRESENTER:**

Annie Vandenkooy, Human Resources Director & Lena Hopkins, Human Resources Analyst

**ESTIMATED TIME:**

120

**BACKGROUND:**

City Council will interview the Mayor's top candidates for the position of Assistant City Administrator, in Executive Session.

**SUGGESTED ACTION:**

Under RCW 42.30.110(1)(g), City Council to evaluate the qualifications of applicant(s) for public employment in Executive Session.

**PREVIOUS COUNCIL ACTIONS:**

N/A

**FUNDING:**

N/A

**VISIONS AND PRIORITIES ALIGNMENT:**

Priority 3. Nurture operational and organizational excellence.

**DEPARTMENT ATTACHMENTS**

Description:

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**CITY COUNCIL**  
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**TITLE: Waiver of Competition: WWTP Biologic Sludge Deodorizing Agent**

**DEPARTMENT CONTACT: Brady Schach, Public Works**

**SUMMARY:**

Public Works identified and has been using the proprietary compound to improve odor issues at the Wastewater Treatment Plant and requests a waiver of competition to continue to purchase the necessary product from single source.

**PRESENTER:**

Tanner Boyle, Treatment Plant Supervisor

**ESTIMATED TIME:**

0

**BACKGROUND:**

In June 2024, Treatment Plant Supervisor Tanner Boyle reported that the City's use of sludge deodorant was improving odor issues at the plant and requested a waiver of competition in order to complete a trial run of the SciCorp International Biologic. Tanner discovered that the biologic compound did improve the efficacy and efficiency at the plant and would like to continue use of the proprietary blend through 2031 or upon completion of new wastewater treatment facilities.

**SUGGESTED ACTION:**

Approve the request for Public Works to purchase SciCorp International's Biologic Sludge Deodorizing Agent for continued use at the Wastewater Treatment Plant at a cost of \$126,720.00, not including tax.

**PREVIOUS COUNCIL ACTIONS:**

Council previously approved waivers of competition in 2024 and 2025 to allow the treatment plant to purchase the proprietary deodorizing agent for trial and one-year periods.

The treatment plant supervisor would like to continue to use the deodorizing agent for additional years or until the completion of the new treatment plant, when the deodorizing agent will no longer be necessary to prevent the disturbance of surrounding residential properties.

**FUNDING:**

\$126,720.00 per year, excluding tax.

The cost for this product is funded through the Utility Fund 411. There is no impact to the General Fund.

**DEPARTMENT ATTACHMENTS**

Description:

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[SciCorp Biologic Solution for WWTP 2026 Procurement Report](#)

**PROCUREMENT REPORT**  
**Purchase: WWTP Biologic Sludge Deodorizing Agent**  
**Waiver of Competition for Single Source**

<p><b>Type of Contract:</b>  <b>Public Works Contract</b></p>
<p><b>Term of Contract:</b>  <b>5 years</b></p>
<p><b>Background/Purpose of Contract:</b>  In June 2024, Treatment Plant Supervisor Tanner Boyle reported that the City's use of sludge deodorant was improving odor issues at the plant, and requested a waiver of competition in order to complete a trial run of the SciCorp International Biologic. Tanner discovered that the biologic compound did improve the efficacy and efficiency at the plant and would like to continue use of the proprietary blend through 2031 or upon completion of new waste water treatment facilities .</p>
<p><b>Cost:</b>  \$126,720.00 per year, excluding tax.</p>
<p><b>Advanced Planning:</b>  Tanner researched the various deodorizing agents available on the market and determined that the purported benefits of the SciCorp Biologic agent were unavailable via other solutions.</p> <p>Biologic is a proprietary blend of plant extracts, and is completely safe to humans, animals, and environment. This product will be used for required deodorizing of our sludge cake that will be conveyed into a dumpster and hauled offsite by Waste Management. The properties of this agent have other benefits(improves efficacy of polymer, creating less sludge volume to process, creating better nutrient removal, etc.) that could help process wastewater influent more efficiently.</p> <p>It was determined that SciCorp is the only provider of the proprietary compound, and Procurement assisted with the completion of a waiver of competition in order to purchase a 3-month trial supply of the deodorizing agent. Tanner discovered that the biologic compound did improve the efficacy and efficiency at the plant and would like to continue use of the proprietary blend through 2031. Alternatives will be evaluated annually.</p>
<p><b>Method of Procurement:</b>  Waiver of Competition – Single Source</p>
<p><b>Solicitation:</b>  No solicitation was conducted as it was determined the product is only available from one source.</p>
<p><b>Recommended Action:</b>  Approve the request for Public Works to purchase SciCorp International's Biologic Sludge Deodorizing Agent for continued use at the Wastewater Treatment Plant at a cost of \$126,720.00, not including tax.</p>
<p><b>Procurement Officer:</b> Brady Schach, Buyer</p> <p><b>Date:</b> March 11, 2026</p>

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**TITLE: Final Contract Acceptance: 40th Ave Water Tank Improvements Phase 2**

**DEPARTMENT CONTACT: Michael Whaley, Public Works**

**SUMMARY:**

This project was recently constructed and is being closed out. Construction involved upgrades and maintenance to the existing water tank structures and facility improvements for access and security.

**PRESENTER:**

Mike Whaley, Project Manager and David Mach, City Engineer

**ESTIMATED TIME:**

0

**BACKGROUND:**

Improvements to the 40<sup>th</sup> Ave Water Tank facility included seismic footer upgrades, a new water mixing system, overflow modifications, interior and exterior paint recoating, lighting and security upgrades, landscaping, and frontage improvements involving new storm drainage and asphalt paving.

This project was awarded to Award Construction, Inc. by Council on November 13, 2023, in the amount of \$2,503,984.00. Physical completion was issued on January 28, 2025. Ten (10) change orders were written for the project for a total of \$343,452.18. Final payment to the contractor including applicable sales tax is as follows:

Original Contract Amount \$2,503,984.00

Change Orders \$343,452.18

Final Contract Amount \$2,847,436.18

**SUGGESTED ACTION:**

Grant final contract acceptance of the work performed under the 40<sup>th</sup> Ave Water Tank Improvements Project construction contract, subject to appropriate State and Federal

agencies and ultimately release of retainage to the Contractor, if any.

**PREVIOUS COUNCIL ACTIONS:**

November 13, 2023, Business Meeting Item 11.L, Construction Contract Award: 40<sup>th</sup> Ave Tank Improvements Phase 2

August 12, 2024, Business Meeting Item 12.I, Additional Construction Contract Authority: 40<sup>th</sup> Ave Water Tank Improvements

**FUNDING:**

The project costs are consistent with the adopted (2025-26) biennial budget and are anticipated to be consistent with future budgets. The project costs are not being paid for by the general fund. They are being paid for by Utility Fund 412.

**VISIONS AND PRIORITIES ALIGNMENT:**

The Lynnwood Community Vision states that the City is to “be a welcoming city that builds a healthy and sustainable environment.” The 40<sup>th</sup> Ave Tank Improvements Project supports that vision and results in improvements to the City’s infrastructure that links City of Lynnwood programs, policies, comprehensive plans, mission, and ultimately the Community Vision. This project provides vital upgrades to the City of Lynnwood’s potable water system supporting a healthy and sustainable environment for all citizens.

**DEPARTMENT ATTACHMENTS**

Description:

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**TITLE: Contract Award: Small Works Roster: ITB 4021 - WWTP Primary Clarifier Diamond Plate Support and Chlorine Tank Ladder Replacement**

**DEPARTMENT CONTACT: Brady Schach, Public Works**

**SUMMARY:**

The treatment plant is in need of repairs to the clarifier ladder and support, and desires to award the contract to Combined Construction, the low responsive/responsible bidder identified through competitive solicitation.

**PRESENTER:**

Tanner Boyle, WWTP Supervisor

**ESTIMATED TIME:**

0

**BACKGROUND:**

In September 2025, Public Works identified several facility updates needed at the wastewater treatment facility. It was determined that the primary clarifier diamond support and chlorine tank ladder are in need of replacement in order to remain functional and safe.

**SUGGESTED ACTION:**

Approve the request for Public Works to enter an agreement with Combined Construction to perform the requested updates at the wastewater treatment plant in the amount of \$125,268.00, excluding tax.

**PREVIOUS COUNCIL ACTIONS:**

N/A

**FUNDING:**

\$125,268.00, excluding tax.  
This is funded from the Utility Fund 411. There is no impact to the General Fund.

**VISIONS AND PRIORITIES ALIGNMENT:**

This project will help ensure the safety of the treatment plant staff.

**DEPARTMENT ATTACHMENTS**

Description:

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[ITB 4021 - Clarifier Ladder - Procurement Report.pdf](#)

**PROCUREMENT REPORT**  
**SWR ITB 4021 - WWTP Clarifier Ladder**  
**Contract Award**

<p><b>Type of Contract:</b>  <b>Public Works Contract</b></p>
<p><b>Term of Contract:</b>  One-time public work project</p>
<p><b>Background/Purpose of Contract:</b>  In September 2025, Public Works identified several facility updates at the wastewater treatment facility. It was determined that the primary clarifier diamond support and chlorine tank ladder are in need of replacement in order to remain functional and safe.</p>
<p><b>Cost:</b>  \$125,268.00, excluding tax.</p>
<p><b>Advanced Planning:</b>  The project manager and treatment plant supervisor involved procurement at the onset of the project to assist with the necessary solicitation. It was determined that the work could be performed by contractors on the MRSC Small Works Roster, at which time the procurement department began contacting firms listed on the roster with the opportunity for direct contracting to expedite the selection process, though no firm was selected as a result of this process.</p> <p>PW indicated they would prefer to open up the solicitation to the entire roster and a bid was released. Through this process one responsive and responsible bidder was identified, Combined Construction. After negotiation, the submitted bid total was adjusted so as to be in the estimated range, and was deemed acceptable by the engineer.</p> <p>It is our intent to award the contract to Combined Construction.</p>
<p><b>Method of Procurement:</b>  Small Works Roster restricted ITB</p>
<p><b>Solicitation:</b>  An invitation to bid was issued, with the City receiving one bid from Combined Construction.</p>
<p><b>Recommended Action:</b>  Approve the request for Public Works to enter an agreement with Combined Construction to perform the requested updates at the wastewater treatment plant in the amount of \$125,268.00, excluding tax.</p>
<p><b>Procurement Officer:</b> Brady Schach, Buyer</p> <p><b>Date:</b> March 23, 2026</p>



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**TITLE: Contract: Scriber Creek Corridor Sewer Main Improvements Project**

**DEPARTMENT CONTACT: Erin Duleba, Public Works**

**SUMMARY:**

Contract with BHC Consultants, LLC to perform preliminary design for the Scriber Creek Corridor Sewer Main Improvements Project.

**PRESENTER:**

Erin Duleba, Project Manager and David Mach, City Engineer

**ESTIMATED TIME:**

0

**BACKGROUND:**

The need for the Scriber Creek Corridor Sewer Main Improvements Project is discussed in a 2011 Infiltration and Inflow Study, identified as Project C-1 in the City's Capital Improvement Program (CIP) and in the City's Sewer Comprehensive Plan. This project involves gravity sewer replacement and/or rehabilitation of the Scriber Creek sewer mains from Sewer Lift Station 16 near 196th St SW (Southern edge of project) to Highway 99 (Northern edge of project). These sewer mains were constructed using older construction techniques and are under-sized during peak flow events. The sewer mains are subject to high inflow and infiltration (I&I) due to its age and proximity to Scriber Creek. Preliminary design is advisable for this project to assess alternative routing options, alternative solutions to capacity and I&I issues, and to assess environmental permitting associated with work around Scriber Creek.

Infiltration is groundwater entering a sewer pipe by means of defective pipes, pipe joints, or manhole walls. Inflow is the surface water entering the sewer system from yard, roof, and footing drains, from cross connections with storm drains, through holes in manhole covers, and through illicit connections to the sanitary sewer system. Infiltration and inflow comes from groundwater or surface water sources that ends up being conveyed in the sewer system and treated at the City's Wastewater Treatment Plant (WWTP). Eliminating excessive I&I flow will decrease the frequency of sewer system back-ups, increase system capacity, and reduce wear and tear and operating costs at the lift stations and for equipment at the WWTP. Peak inflow occurs during heavy storm events and peak infiltration is observed following significant and prolonged storm events.

The City will work with BHC Consultants, LLC in a phased approach. This current phase is to perform preliminary design to develop design alternatives, the next phase to develop the full design Plans, Specifications, and Estimate (PSE) for the final construction phase of the project.

**SUGGESTED ACTION:**

Authorize the Mayor to enter into and execute on behalf of the City, a contract with BHC Consultants, LLC for design services related to the Scriber Creek Corridor Sewer Main Improvements Project, in an amount not to exceed a total contract value of \$460,000.

**PREVIOUS COUNCIL ACTIONS:**

None

**FUNDING:**

The project costs are consistent with the adopted (2025-26) biennial budget and are anticipated to be consistent with future budgets. The project costs are not being paid for by the general fund. They are being paid for by Utility Fund 412.

**VISIONS AND PRIORITIES ALIGNMENT:**

The Lynnwood Community Vision states that the City is to “be a welcoming city that builds a healthy and sustainable environment.” The Scriber Creek Corridor Sewer Main Improvements project supports that vision and results in an important improvement to the City’s infrastructure that links City of Lynnwood programs, policies, comprehensive plans, mission, and ultimately the Community Vision. The program provides infrastructure supporting a healthy and sustainable environment for all citizens.

**DEPARTMENT ATTACHMENTS**

Description:

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**CITY COUNCIL**  
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**TITLE: Agreement: Additional Opioid Settlement Agreement Participation Form (Six Remnant Defendants Settlement)**

**DEPARTMENT CONTACT: Darcy Kirschner, Executive Office**

**SUMMARY:**

Requesting that City Council authorize the Mayor to sign the additional Participation Form governing the allocation of funds paid by the Opioid Pharmacy & Manufacturer Settlements in Washington State.

**PRESENTER:**

Lynn D. Sordel, Interim Assistant City Administrator

**ESTIMATED TIME:**

0

**BACKGROUND:**

In January of 2024, Attorney General Bob Ferguson announced the State of Washington had entered a \$149.5 million settlement with Johnson and Johnson. The settlement dedicated \$123.3 million to be dedicated to abating the opioid crisis in Washington.

A new national opioid settlement has been reached with six remnant defendants. They include the following regional distributors/dispenser defendants:

1. Associated Pharmacies, Inc.
2. JM Smith Corporation
3. Louisiana Wholesale Drug Company, Inc.
4. Morris and Dickson Co.
5. North Carolina Mutual Wholesale Drug Company, Inc.
6. United Natural Foods, Inc.

As the City of Lynnwood has participated in prior national opioid settlements, it is mandatory for the city to “opt in” to participate in this new settlement.

**SUGGESTED ACTION:**

Authorize the Mayor to sign the Six Remnant Settlement Washington State-Wide Opioid Settlement Agreement Participation Form.

**PREVIOUS COUNCIL ACTIONS:**

In May of 2022, the City Council authorized the Mayor to sign a memorandum of

understanding (MOU) for the One Washington Opioid Settlement. This MOU established a framework for distributing and sharing the settlement proceeds resulting from an agreement reached with McKesson, Cardinal Health, and AmerisourceBergen - known as the "Big 3" opioid distributors - which split \$430 million between the State and Washington cities and counties. Washington cities and counties with population over 10,000 could join this settlement in order to receive up to \$215 million in total to be spent on efforts to combat the opioid epidemic.

The City Council authorized the Mayor to sign the participation form and original Allocation Agreement on May 23, 2022. On April 10, 2023, the City Council authorized the Mayor to sign on to five additional settlements with five companies: CVS, Walgreens, Walmart, Teva, and Allergan. On March 11, 2024 City Council authorized the Mayor to sign on to the Janssen Settlement. The AGO estimates that these settlements, divided between Washington State and local jurisdictions, could total \$517 million.

The national settlement and settlement administrator have reporting and tax cooperation requirements that the City will need to follow. Settlement funds must be spent on an approved use for fighting the opioid epidemic, as listed in Exhibit E of the national settlement agreement. Given the volume of pages in the national settlement agreement, the full agreement is not including it in the packet, but it can be found online at <https://www.atg.wa.gov/opioid-pharmacy-manufacturer-settlements>.

The deadline for eligible cities and counties to join this additional settlement is May 4, 2026.

### **FUNDING:**

It is unknown at this time how much the City of Lynnwood is set to receive if the City signs the Six Remnant Settlement Participation Form. The final distribution is dependent upon the total number of cities and counties that also sign the Participation Form.

### **DEPARTMENT ATTACHMENTS**

Description:

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[Remnant Exhibit G Subdivision Settlement Participation Form.pdf](#)

**EXHIBIT G**

**Six (6) Remnant Defendants’  
Combined Subdivision Participation and Release Form  
 (“Combined 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 six (6) Remnant Defendants’ Settlement Agreement (“RDSA”), dated February 23, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, 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, 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 the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA 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 RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, 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 in the RDSA, 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 RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_