



WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. 202302037	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		Community Health & Human Services / OPIOIDS	
Contract or Grant Administrator:		Joe Fuller	
Contractor's / Agency Name:		City of Ferndale	
Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
If Amendment or Renewal, (per WCC 3.08.100 (a))		Original Contract #:	
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Already approved? Council Approved Date:		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?			
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	
Is this contract grant funded?		CFDA#:	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s):	
Is this contract the result of a RFP or Bid process?		Contract Cost Center:	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	677370	
Is this agreement excluded from E-Verify?		No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:	
\$	\$15,434.66	1. Exercising an option contained in a contract previously approved by the council.	
This Amendment Amount:		2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.	
\$		3. Bid or award is for supplies.	
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance	
\$		5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Summary of Scope: This Agreement provides funding for opioid misuse prevention and abatement strategies.			
Term of Contract:		11 Months	
Expiration Date:		12/31/2023	
Contract Routing:		1. Prepared by: JT Date: 01/11/2023	
2. Health Budget Approval: KR/JG Date: 01/19/2023		3. Attorney signoff: RB Date: 01/25/2023	
4. AS Finance reviewed: bbennett Date: 01/25/2023		5. IT reviewed (if IT related): Date:	
6. Contractor approved:  Date:		7. Executive Contract Review:  Date: 2/22/2023	
8. Council approved (if necessary): AB2023-099 Date: 02/07/2023		9. Executive signed: Date: 2/22/2023	
10. Original to Council: Date:			



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: City of Ferndale – Opioid Misuse Prevention & Abatement Agreement

DATE: February 8, 2023

Attached is an interlocal agreement between Whatcom County and City of Ferndale for your review and signature.

▪ **Background and Purpose**

Opioid misuse has been a growing concern in Whatcom County, consistent with the national epidemic. While abuse of prescription opioids has trended downward for the past few years, other synthetic opioids (e.g. Fentanyl) have experienced significant growth. With high potency opioids more available, overdose deaths and overdoses crises have increased. Poly drug use, use of opioids with other substances, has also been a growing concern.

In late February 2022, several pharmaceutical companies reached a \$26 billion settlement to compensate state and local governments for the costs associated with responding to the opioid epidemic. Funds will be provided to participating counties and cities in Washington State over an 18 year period.

This Agreement provides funding from the City of Ferndale for opioid misuse prevention and abatement strategies, to be coordinated by the County in the Ferndale community.

▪ **Funding Amount and Source**

Funding for this Agreement is not to exceed \$15,434.66 and is provided by the City of Ferndale. These funds are included in the 2023 budget. Council approval is required per RCW 39.34030(2) for agreements between public agencies.

Please contact Joe Fuller, Program Specialist at 360-778-6045 (JFuller@whatcomcounty.us) or Kathleen Roy, Financial & Administrative Manager at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions or concerns regarding this request.



Whatcom County Contract Number
202302037

**INTERLOCAL AGREEMENT FOR
OPIOID ABATEMENT STRATEGIES
BETWEEN
WHATCOM COUNTY – CITY OF FERNDALE**

WHATCOM COUNTY, a political subdivision of the State of Washington, acting through the Whatcom County Health Department, (hereinafter the “Recipient”), located at 509 Girard Street, Bellingham, WA 98225 and the **CITY OF FERNDALE**, a municipal corporation of the State of Washington (hereinafter the “City”), with offices at 2095 Main St, Ferndale, WA 98248, in consideration of the mutual covenants herein, do agree as follows:

1. **PURPOSE:** This Agreement sets out the terms of financial assistance provided by the City to the Recipient to support opioid abatement strategies as further detailed in Exhibit A “Statement of Work”, attached hereto and incorporated herein by this reference.
2. **TERM OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall be in effect from February 7, 2023 through December 31, 2023.
3. **EXTENSION.** The duration of this Agreement may be extended by mutual, written consent of the parties.
4. **LIAISON.** The City’s contact for this Agreement is Jori Burnett, City Administrator JoriBurnett@cityofferndale.org, or successor. The Recipient’s contact is Joe Fuller, Program Specialist JFuller@co.whatcom.wa.us, or successor.
5. **STATEMENT OF WORK.** See attached Exhibit A, incorporated herein by this reference.
6. **FUNDS PROVIDED AND METHOD OF PAYMENT.**
 - A. The financial assistance provided to the Recipient shall not exceed **\$15,434.66** in 2023. After the first year, the annual allocation for the City is anticipated to be \$7,717.33.
 - B. The City agrees to financially assist the Recipient only for activities specified in Exhibit A. Payment shall be based on properly executed invoices. The Recipient shall submit the invoices, documentation and any necessary reports by the 15th of the month following the period being invoiced, except for January where the same will be due by the 10th of the month. Invoices shall be sent at least annually, but not more than monthly, to PO Box 936, Ferndale, WA 98248 or accountspayable@cityofferndale.org. The City will make payment to the Recipient no more than thirty (30) days after said reimbursement request is received and approved by the City.
7. **EXTRA WORK AND CHANGE ORDERS.** Work in addition to or different from that provided for in the Scope of Work section of Exhibit A shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and shall be approved in the same manner as this Agreement.

8. **ACCOUNTING AND AUDIT.** The Recipient agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles and to retain the same for a period of three years after termination of this Agreement. The financial records shall be made available to representatives of the City or any other governmental agency with jurisdiction for audit, at such reasonable time and places as the City shall designate.
9. **INDEMNIFICATION AND INSURANCE.** The Recipient agrees to defend the City, hold it harmless, and indemnify it as to all claims, suits, costs, fees and liability arising out of the acts or work of the Recipient, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is incurred as a result of the actions or omissions of such parties. Recipient will obtain and maintain in force adequate insurance and/or self-insurance with coverage limits sufficient to cover potential liability arising within the Scope of Work.

Recipient specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

10. **COMPLIANCE WITH LAWS.** The Recipient shall comply with all applicable laws, ordinances, and codes of the local, State, and Federal governments. Recipient shall submit any and all information the City requires to demonstrate compliance with such laws, ordinances, and codes within two weeks of City's request for such information. The Recipient covenants that its employees have no interest and will not acquire interest, direct or indirect, or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Recipient further covenants that in the performance of this Agreement, no person having such interest will be employed.
11. **NONDISCRIMINATION IN CLIENT SERVICES.** The Recipient shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, gender identity, or disability, unlawfully deny a qualified individual any facilities, financial aid, services, or other benefits provided under this Agreement or otherwise deny or condition services in a manner that violates any applicable laws against discrimination. If assignment or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Recipient shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.

12. **TERMINATION; REDUCTION IN FUNDING.**

- A. Should either party hereto believe that the other has failed to perform, or is likely to be unable to substantially perform, all or a material part of its obligations under this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail).
- B. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints or economic downturn resulting in reduced revenues, and prior to its normal completion, the City may summarily terminate the Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the City

deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.

C. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

13. CHANGES, MODIFICATIONS, AMENDMENTS, OR WAIVERS. The Agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

14. ASSIGNMENT. Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

15. VENUE STIPULATION. This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Skagit County Superior Court, Washington.

16. STATUS OF RECIPIENT. Neither Recipient nor personnel employed by the Recipient shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Recipient shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs.

IN WITNESS WHEREOF, the parties have executed this Agreement on: 2/22/2023

DocuSigned by:
Carol Frazey Executive Pro-Tempore 2/22/2023
8C1B2C72D4554A4...

Tyler Schroeder, Deputy Executive Date

WHATCOM COUNTY:

Recommended for Approval:

DocuSigned by:
Ann Beck 2/9/2023
2B365BB0422344A...

Ann Beck, Community Health & Human Services Manager Date

DocuSigned by:
Erika Lautenbach 2/14/2023
955C651A30374BD...

Erika Lautenbach, Health Department Director Date

Approved as to form:

DocuSigned by:
Royce Buckingham 2/15/2023
1EE5DDBD9542404...

Royce Buckingham, Senior Civil Deputy Prosecutor Date

CITY OF FERNDALE:

2/22/2023

EXECUTED, this _____ day of _____, 2023, for the **CITY OF FERNDALE:**

DocuSigned by:

9AEEC6A6D7C441F...

Greg Hansen, Mayor


Attest:

DocuSigned by:

1E9A0857B0F7496...

Finance Director

Approved as to Form:

DocuSigned by:

E955AEEA227C4C9...

Office of the City Attorney

EXHIBIT A STATEMENT OF WORK

I. **Background**

Opioid misuse in Whatcom County reflects the same crises seen in Washington State and across the county. While abuse of prescription opioids has trended downward for the past few years, Fentanyl and other synthetic opioids have experienced significant growth. With high potency opioids more available, overdose deaths and overdoses crises have increased. Poly-drug use, use of opioids with other substances, has also been a growing concern. Poisonings of young children, due to unsecured medications, have also seen an increase.

In 2022, several pharmaceutical companies reached a settlement to compensate state and local governments for the costs associated with responding to the opioid epidemic. The City of Ferndale is a "Participating Local Government" as defined by the "One Washington Memorandum of Understanding Between Washington Municipalities" (One WA MOU), found at https://agportal-s3bucket.s3.amazonaws.com/One%20Washington%20Memorandum%20of%20Understanding%20between%20the%20Washington%20Municipalities_0.pdf and receives funds allocated to all of the Participating Local Governments.

Whatcom County will coordinate efforts in the Ferndale community on behalf of the City of Ferndale. The County Health Department convened an Opioid Task Force in 2016 and continues to coordinate a range of opioid and other substance misuse services, programs, and strategies that align with the Washington State Opioid & Overdose Response Plan (SOOR) found at <https://www.hca.wa.gov/assets/program/WashingtonStateOpioidandOverdoseResponsePlan-final-2021.pdf>.

II. **Program Services**

The County will coordinate efforts in the Ferndale community designed to reduce risk for opioid and other substance use misuse. Prevention and abatement strategies will include partnership with the Ferndale Community Coalition (FCC). These efforts may include, but are not be limited to:

- 1) Promotion of national Drug Take Back Days and drug disposal programs. These are intended to reduce access to unwanted or unneeded medications through proper disposal.
- 2) Distribution of medication lock bags to reduce unintended access to prescription medications and other substances.
- 3) Conduct public awareness and education on key topics. This may include a focus on:
 - a) The harms with abusing prescription drugs, fentanyl use, and poly-substance use
 - b) Securing, monitoring, and disposal of unused meds
 - c) Protections offered by the Good Samaritan Law
 - d) Substance use stigma reduction
 - e) Treatment access
 - f) Parent/caregiver education to youth
 - g) Accessing and proper use of Naloxone
- 4) Administration of an annual adult Community Survey to collect data from adults on concerns related to youth substance use and behavioral health.

- 5) Provision of training designed to support or enhance abatement efforts. This may provide targeted training to key professionals, key stakeholders, and/or to the broader public. Training topics will be identified through data assessment and public input.
- 6) Increasing access to naloxone, a life-saving medication that can reverse an overdose from accidental misuse of prescription medications, as well as from other forms of opioids. This will include promotion of avenues to access naloxone, and may include coordination of naloxone distribution. This focus can include individuals taking prescription medications or using other opioids, as well as include family members or friends. Messaging may encourage individuals to keep naloxone as part of their first aid kit, and for those taking prescription medications, to talk with their medical providers about alternative forms of pain management.
- 7) Coordination or expansion of evidence-based programming. This can include school or community-based programming or interventions designed to reduce known risk factors for substance use, such as those listed at <https://www.blueprintsprograms.org/>.

The County will also:

- 1) Ensure Ferndale representation on the Whatcom County Opioid Task Force.
- 2) Coordinate with existing school and community-based services already provided by the County.
- 3) Ensure that diversity, equity, and inclusion (DEI) are built into the assessment, capacity building, planning, implementation, and evaluation processes of this work. This would include identifying disparities during assessment and planning, ensuring services include a focus on subsets of the population that demonstrate higher needs, and also delivering and evaluating efforts in an appropriate manner for the community. This will also include Whatcom County Health Department participation in at least one City of Ferndale Equity Advisory Committee meeting.
- 4) Align with efforts with the State Opioid & Overdose Response Plan (SOOR) where beneficial to the local community.
- 5) Meet reporting, evaluation, and other requirements of the Regional Opioid Abatement Council (OAC). It is anticipated that the North Sound Opioid Abatement Council will be convened by the North Sound Behavioral Health Administrative Services Organization (NSBH-ASO), required by the One WA MOU.
- 6) Ensure all funds are utilized for Approved Purposes as set forth in the One WA MOU and consistent with the purposes set forth in the Allocation Agreement.
- 7) Utilize The Community Anti-Drug Coalitions of America (CADCA) toolkit https://www.cadca.org/sites/default/files/cadca_end_the_syndemic_toolkit_v3-web.pdf and Strategic Planning Framework as guides for ongoing planning.
- 8) Maintain discretion over final services and strategies. If new data, emerging needs, or a shift in priorities occurs during the period, the County may adjust the scope of work to best meet local needs or maximize impact.