

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- 066

**MEMORANDUM OF UNDERSTANDING BETWEEN THE PEND OREILLE COUNTY
SHERIFF'S OFFICE AND COUNSELING SERVICES ESTABLISHING A
JOINT RESPONSE PROGRAM FOR LAW ENFORCEMENT AND
BEHAVIORAL HEALTH PROFESSIONALS**

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action; and

WHEREAS, the purpose of this Agreement is to establish a pilot program that allows the Parties to join together to expand behavioral health field response capabilities and set forth the Parties' duties so that they may professionally, humanely, and safely respond to crises involving persons with behavioral health issues to offer treatment, diversion, and reduced incarceration rates; and

WHEREAS, the Board believes that the best interest of the public will be served by approving said agreement between Pend Oreille County Sheriff's Office and Counseling Services.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the Joint Response Program For Law Enforcement And Behavioral Health Professionals, which is attached hereto and incorporated herein, be established and adopted.

BE IT FURTHER RESOLVED, by the Pend Oreille County Board of Commissioners, that the Joint Response Program For Law Enforcement And Behavioral Health Professionals is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

ADOPTED this 15 day of April, 2024.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**



Robert Rosencrantz, Chair



John Gentle, Vice-Chair



Brian Smiley, Member

ATTEST:


Crystal Zieske, Clerk of the Board

MEMORANDUM OF UNDERSTANDING BETWEEN THE PEND OREILLE COUNTY SHERIFF'S OFFICE AND THE DEPARTMENT OF COUNSELING SERVICES ESTABLISHING A JOINT RESPONSE PROGRAM FOR LAW ENFORCEMENT AND BEHAVIORAL HEALTH PROFESSIONALS

THIS AGREEMENT is made by and between the Pend Oreille County Sheriff's Office ("Sheriff") and the Pend Oreille County Department of Counseling Services ("Counseling Services"), both a part of Pend Oreille County, Washington, a political subdivision of the State of Washington, acting by and through the below stated authorized representatives and as acknowledged by the Pend Oreille County Board of County Commissioners. Sheriff and Counseling Services may be referenced herein individually as "Party" or together as "Parties."

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

A. Purpose. The purpose of this Agreement is to establish a pilot program that allows the Parties to join together to expand behavioral health field response capabilities and set forth the Parties' duties so that they may professionally, humanely, and safely respond to crises involving persons with behavioral health issues to offer treatment, diversion, and reduced incarceration rates. The Parties' cooperation in responding to incidents involving mental health, substance use, and behavioral crises aims to bridge gaps between law enforcement response capabilities and the social needs of the community so that people are more likely to get the help and support they need making it less likely that they will repeatedly rely on law enforcement and become incarcerated.

B. Counseling Services' Responsibilities. Counseling Services shall have the following duties and responsibilities under this Agreement:

- a. Assign, as staffing levels permit, behavioral health professionals with the appropriate qualifications, training, and experience ("Co-Responder") to co-respond at the scene of behavioral health incidents with the Sheriff and connect the individuals with behavioral health issues to treatment and other community services.
- b. Ensure that Co-Responders provide the appropriate referrals based on the needs of the persons contacted through this program and that the Co-Responder or other behavioral health professional within its department performs the appropriate follow up to confirm the contact utilized the provided resources.
- c. Ensure that Co-Responders acknowledge that they are likely to contact people that have committed crimes and that the Co-Responders are not expected to conduct criminal interviews nor act as an agent of the Sheriff during the co-response; however, the Co-Responder shall fully cooperate with the Sheriff and Prosecutor in the event the Co-Responder is a witness or obtains information necessary for the identification, apprehension, and prosecution of any person involved in a crime.
- d. Provide crisis training for Co-Responders as appropriate and available.
- e. Provide Co-Responders with proper equipment (which includes appropriate safety equipment like ballistic vests, reflective vests, or other personal protective equipment).
- f. Provide Co-Responders with access to County vehicles for their use to arrive at the scene of an incident when the option to ride with the Sheriff to a scene is unavailable or impractical.
- g. Work with the Sheriff to develop, maintain, and execute standard operating procedures for this program.
- h. Ensure compliance with its and its Co-Responders' employer and employee related responsibilities contained within collective bargaining agreements, employment contracts, policies, and procedures.

C. Sheriff's Responsibilities. The Sheriff shall have the following duties and responsibilities under this Agreement:

- a. Identify individuals that may benefit from receiving a field response from a Co-Responder and submit a request to Counseling Services so that Co-Responders may jointly respond to the scene of an incident and provide services.
- b. Provide tactical training for Co-Responders as appropriate and available.
- c. Work with Counseling Services to develop, maintain, and execute standard operating procedures for this program.
- d. Provide and designate a workspace for Co-Responders providing services under this Agreement.
- e. Allow a Co-Responder access and use of the Sheriff's office equipment.
- f. Assign an identifying name, or "call sign," that applies to Co-Responders.
- g. Ensure compliance with its employer and employee related responsibilities contained within collective bargaining agreements, employment contracts, policies, and procedures.

D. Term. This Agreement is effective upon execution by the Parties and approval by the Board of Pend Oreille County Commissioners. It shall continue until a Party's termination of this Agreement, which shall occur automatically after the department head of one Party provides the other department head an email with 48 hours advance notice of its intent to terminate this Agreement.

E. Entire Agreement. This Agreement and any amendments, if made in writing and authorized by the Parties and approved by the Board of County Commissioners, constitutes the entire agreement between the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement exist or bind any of the Parties.

Approved By:

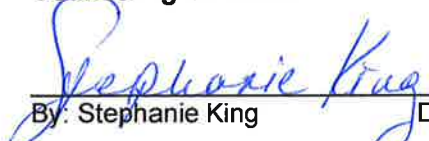
Sheriff


By: Glen Blakeslee Date 4/5/24

Board of County Commissioners


Robert Rosencrantz, Chair Date 04/11/24

Counseling Services


By: Stephanie King Date 4-03-24

Attest:


Crystal Zieske, Clerk of the Board Date 4.15.2024