

Commissioners' meeting, contact the Clerk of the Board 48 hours prior to the meeting.

TENTATIVE AGENDA

MONDAY, APRIL 15, 2024

9:00a.m. Call to Order-Members Present-Flag Salute-Invocation-Commissioner Reports-Consent Agenda: *Agenda, Minutes, Financial Report, Voucher Approval, Working File-National Telecommunicators Week Proclamation, Extra-Help Employment Agreement-Rahoun, Youth Mental Health Equity Project MOU-NHHS, MOU Between Sheriff's Office & Counseling Services-Joint Response Program,*

10:30a.m.

11:00a.m. Matt Schanz/Terrence Robbins-
NETCHD Update

11:30a.m.

12:00 – 1:15 p.m. - Recess for Lunch

1:30p.m.

2:00p.m.

2:30p.m. Executive Session- *RCW42.30.110(1)(i) Potential Litigation*

3:00p.m. Dolly Hunt-*Prosecutor's Legal Update*

3:30p.m. Carin Vadala-*Forest Service Update*

4:00p.m. Public Comment Period

TUESDAY, APRIL 16, 2024

9:00a.m. Elected Officials/Department Heads
10:00a.m.

10:30a.m. Craig Jackson-*Public Works Update: Transfer of Vehicle Between Road & Solid Waste, Advertise & Hire: Summer Temporary Engineering Tech,*

11:30a.m. Economic Development Contract-*POVA*

12:00 – 1:15 p.m. - Recess for Lunch

TUESDAY, APRIL 16, 2024 continued

1:15p.m.- Commissioners to Independently Visit
4:00p.m. County Departments/Outside Agencies

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One or more Commissioners may attend any of the following meetings/events (times and locations subject to change and need to be verified with that organization):

MONDAY, APRIL 15, 2024

12:00p.m.-Commissioner Gentle to WSAC Virtual Assembly

6:00p.m.-Newport City Council, City Hall

TUESDAY, APRIL 16, 2024

4:00p.m.-PO Conservation District, POCD Resource Office

WEDNESDAY, APRIL 17, 2024

8:30a.m.-EDAC, Metaline Town Hall

11:00a.m.-Cusick/Usk Infrastructure Planning Call

2:00p.m.-Parks Board, Public Works Conf. Room

3:00p.m.-Fire District 4, Dalkena Fire Station

6:00p.m.-Sullivan Lake Bull Trout Public Meeting, Cutter Theatre

6:00p.m.-GNA Chamber of Commerce, SCC

7:00p.m.-Ione Town Council

THURSDAY, APRIL 18, 2024

10:00a.m.-WCRP "A Supervisor's Roadmap to Employment Law Essentials," Commissioners' Meeting Room

1:00p.m.-Quad-County Forest Group, Colville

5:00p.m.-SPOFR Meeting, Diamond Lake Station

6:00p.m.-YES Board Meeting, *via Zoom*

FRIDAY, APRIL 19, 2024

Zoom Meeting Info:

<https://zoom.us/j/5094474119>;

Meeting ID: 509 447 4119 Or Dial

by your location: +1 301 715 8592 US

or +1 253 215 8782 US.

Meeting ID: 509 447 4119

**PEND OREILLE COUNTY COMMISSIONERS
REQUEST FOR BOARD ACTION**

SUBJECT: YOUTH MENTAL HEALTH EQUITY PROJECT MOU **SUBMITTED BY: Kris Martin**
AGENDA: 04-15-2024 *Consent*

DATE FINAL ACTION IS NEEDED: APPROVAL NEEDED FOR COMMISSION Packet: ____ Commissioner Chair (initials) ____ Commissioner (initials) ____ Commissioner (initials) FINAL ACTION TAKEN: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action Commissioners' Minutes Reference: _____	ATTACHMENTS: R-2024- NHHS Youth MH Equity Project MOU	TYPE OF ACTION REQUESTED <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input type="checkbox"/> Motion <input type="checkbox"/> Consensus <input type="checkbox"/> Other
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RECOMMENDATION OR REQUEST: Approve and sign attached MOU between Counseling Services and Newport Hospital and Health Services

DISCUSSION: This MOU allows NHHS to provide funding for a joint collaboration between NHHS, POCCS Prevention program, Washington Poison Control, Law Enforcement, EMT and other organizations to educate community members participating at the Fentanyl Awareness Day event on April 26, 2024, to bring awareness and education to community members about the dangers of illicit fentanyl.

ALTERNATIVES:

FISCAL IMPACT:

SOURCE OF FUNDS: Youth Mental Health Equity Project

AMOUNT BUDGETED: \$ 1000.00

AMOUNT NEEDED FOR PROJECT: \$1000.00

REVIEWED BY PROSECUTOR? ☒ **YES** ☐ **NO** ☐ **N/A** **Comments:**

REVIEWED BY HUMAN RESOURCES? ☐ **YES** ☐ **NO** ☒ **N/A** _____ **HR initials**

REVIEWED BY FINANCIAL MANAGER? ☐ **YES** ☐ **NO** ☒ **N/A** _____ **Jill initials**

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- _____

YOUTH MENTAL HEALTH EQUITY PROJECT

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, Pend Oreille County and Newport Hospital and Health Services (NHHS) are public agencies within the meaning of Chapter 39.34 RCW; and

WHEREAS, Pend Oreille County Counseling Services desires to coordinate a day of response by Prevention Coalitions and other organizations to educate individuals, families and community members about the dangers of illicit fentanyl; and

WHEREAS, the Board of County Commissioners believes that the best interest of the public will be served by entering said agreement with Newport Hospital and Health Services.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the Youth Mental Health Equity Project Memorandum of Understanding (MOU), 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 Youth Mental Health Equity Project MOU 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 _____ 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



Newport Hospital and Health Services

714 W. Pine Street, Newport, WA 99156 • (509) 447-2441

www.NewportHospitalAndHealth.org

YOUTH MENTAL HEALTH EQUITY PROJECT

Partnering Organization MOU – 2023/23 and 2024/25

Partnering Organization Name: Pend Oreille County Counseling

Term and Conditions:

By submitting this MOU, your organization agrees to meet these expectations to the best of your ability and commits your organization to engaging and participating in the Youth Mental Health Equity Project through the Pend Oreille Health Coalition (POHC) and managed by Newport Hospital & Health Services (NHHS). The Youth Mental Health Equity Project is funded by Better Health Together, our regional Accountable Community of Health (ACH) through the Medicaid Transformation Plan. Your organization acknowledges that to continue earning payments for project activities, you will be required to complete the activities for which you received funding and adhere to any post-activity reporting deadlines assigned by POHC and NHHS. Furthermore, should you receive funding for an event/activity that does not ultimately occur, you will put forth a good faith effort to return all unexpended funds. By signing this MOU, your organization also agrees to the terms of the Youth Mental Health Equity Project.

Expectations for Participation:

It is the expectation that partnering organizations are responsible for:

- Participation in at least two out of every three Pend Oreille Health Coalition Youth Mental Health Equity Committee meetings.
- Participating in conjunction with the Pend Oreille Health Coalition and other partnering organizations in good faith to implement the selected Youth Mental Health Equity Project to achieve the program's equity goals.
- Reporting financial and aggregate service or clinical data, as well as progress reports, to the POHC to the extent necessary for the POHC to meet its reporting obligations to the ACH.
- Supplying final receipts for concluded Youth Mental Health Equity Project activities.

Agreement:

This completed and signed MOU commits your organization to participating as a partnering organization in the Pend Oreille Health Coalition, managed by Newport Hospital and Health Services. This includes collaborative equity planning efforts, as part of a Community Health Transformation Collaborative within the Better Health Together ACH in 2023 through the project sunset in 2025.

Your organization will earn up to the budgeted amount for planned Youth Mental Health Equity Project activities, based on submitted invoices, receipts AND the Youth Mental Health Equity Project Check Request/Reimbursement form.



Newport Hospital and Health Services

714 W. Pine Street, Newport, WA 99156 • (509) 447-2441

www.NewportHospitalAndHealth.org

Instructions for Document Submission:

Please complete the following form and email all pages to Jenny Smith at jenny.smith@nhhsqualitycare.org. Questions can be submitted via email or phone at (509) 447-6303.

Required Information

Setting Type *select all that apply*:

- ☐ Primary Care/Family Medicine/Pediatrics
- ☐ Behavioral Health: Mental Health and SUD
- ☐ ED, EMS-Fire, Police & Ambulance, Hospital
- ☐ Pharmacy
- ☐ Social Determinants: Housing, Food, Transportation
- ☐ Key Partners: Public Health, Oral Health, Chronic Disease, Special Services, County
- ☒ Other: Behavioral Health

Organization Information

Organization Name Pend Oreille County Counseling

Lead point of contact for all Youth Mental Health Equity Project activities:

Name Beverly Sarles

Signature _____

Email Address bsarles@pendoreille.org

Phone Number 509-447-5651

W-9: ☒ Attached Here ☐ Previously Submitted

If NEW organization: List all sites, addresses, and point of contact with email for those sites in the space below. If returning organization: Please update us of any changes to site addresses or lead points of contact: (extra pages may be attached, if needed):

**PEND OREILLE COUNTY COMMISSIONERS
REQUEST FOR BOARD ACTION**

SUBJECT: *MOU Sheriff's Office
Joint Response Program*

SUBMITTED BY: *Kris Martin*
AGENDA: *4/15/2024 Consent*

DATE FINAL ACTION IS NEEDED:	ATTACHMENTS: Resolution MOU between Counseling Services and Sheriff's office for Crisis Co- Response	TYPE OF ACTION REQUESTED <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input type="checkbox"/> Motion <input type="checkbox"/> Consensus <input type="checkbox"/> Other
APPROVAL NEEDED FOR COMMISSION Packet: ____ Commissioner Chair (initials) ____ Commissioner (initials) ____ Commissioner (initials)		
FINAL ACTION TAKEN: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action Commissioners' Minutes Reference: _____		

RECOMMENDATION OR REQUEST: Approve and sign attached MOU between Counseling Services and POC Sheriff's office

DISCUSSION: This MOU sets the foundation for law enforcement and Counseling Services co-response for mental health calls to dispatch. The intention is to provide faster access to needed mental health response and de-escalation during law enforcement calls/response. The goal is better community care and safer interactions in the field, and reduces emergency room use.

ALTERNATIVES:

FISCAL IMPACT: Utilizes staff already budgeted

- **SOURCE OF FUNDS:**
- **AMOUNT BUDGETED:** \$
- **AMOUNT NEEDED FOR PROJECT:** \$

REVIEWED BY PROSECUTOR? ☒ YES ☐ NO ☐ N/A **Comments:**

REVIEWED BY HUMAN RESOURCES? ☐ YES ☐ NO ☒ N/A

REVIEWED BY FINANCIAL MANAGER? ☐ YES ☐ NO ☒ N/A

HR initials

Jill initials

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- _____

**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 _____ 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

Counseling Services


By: Stephanie King Date 4-03-24

Attest:

Crystal Zieske, Clerk of the Board Date

**PEND OREILLE COUNTY COMMISSIONERS
REQUEST FOR BOARD ACTION**

**SUBJECT: Civil Service/Commissioner Programs
Extra Help Employment**

**SUBMITTED BY: Crystal Zieske
AGENDA: 4/8/2024**

15

DATE FINAL ACTION IS NEEDED:	ATTACHMENTS: R-2024-	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet:		
____ Commissioner Chair (initials)		<input type="checkbox"/> Ordinance
____ Commissioner (initials)		<input type="checkbox"/> Resolution
____ Commissioner (initials)		<input type="checkbox"/> Agreement
FINAL ACTION TAKEN:		<input checked="" type="checkbox"/> Motion
<input type="checkbox"/> Approved		<input type="checkbox"/> Consensus
<input type="checkbox"/> Denied		<input type="checkbox"/> Other
<input type="checkbox"/> No Action		
Commissioners' Minutes Reference: _____		

RECOMMENDATION OR REQUEST: Approve the Extra Help Employment Agreement for Christine Rahoun for temporary Civil Service Chief Examiner/Clerk and miscellaneous training

DISCUSSION:

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:**
- **AMOUNT BUDGETED: \$**
- **AMOUNT NEEDED FOR PROJECT: \$**

REVIEWED BY PROSECUTOR? ☐ YES ☐ NO ☐ N/A **Comments:**

REVIEWED BY HUMAN RESOURCES? ☐ YES ☐ NO ☐ N/A

REVIEWED BY FINANCIAL MANAGER? ☐ YES ☐ NO ☐ N/A

HR initials

Jill initials

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- _____

**RESOLUTION APPROVING ACKNOWLEDGEMENT OF TERMS AND
CONDITIONS FOR EXTRA-HELP EMPLOYMENT FOR CHRISTINE RAHOUN**

WHEREAS, Pend Oreille County and Christine Rahoun are parties to the attached Acknowledgement of Terms and Conditions for Extra-Help Employment; and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington ("the Board") has the care of county property and the management of county funds and business; and

WHEREAS, the Board believes that the best interest of the public will be served by entering into said agreement with Christine Rahoun for training of a current employee.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the Acknowledgement of Terms and Conditions for Extra-Help Employment, 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 Acknowledgement of Terms and Conditions for Extra-Help Employment 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 _____ 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




Pend Oreille County

ACKNOWLEDGEMENT OF TERMS AND CONDITIONS FOR EXTRA-HELP EMPLOYMENT

The undersigned employee makes this acknowledgement in consideration of employment with Pend Oreille County as a temporary extra help employee. The employee acknowledges the following:

1. I am accepting employment with Pend Oreille County as a temporary extra help employee which is defined in Pend Oreille County Personnel Policy 100, section 4 (6).
2. Pend Oreille County will compensate me at the hourly rate of \$40.00.
3. Temporary extra help employees do not receive and are not entitled to employee benefits, including but not limited to health or life insurance benefits, or vacation, holiday, or sick leave **unless** otherwise required by law. Contributions to the Washington State Retirement System shall be paid to the extent required by law.
4. Pend Oreille County does not guarantee temporary extra help employees a minimum number of work hours or a guaranteed work schedule. Temporary extra help employees work on an on-call basis. When Pend Oreille County needs extra-help to meet the needs of a department or office, the temporary extra-help employee may be contacted. Temporary extra-help employees may work non-sequential days and hours, and may work weekdays, weekends, holidays, evenings, and nighttime hours. The undersigned acknowledges she/he is being hired to address the following operational needs:

 Limited Term. Specific and defined projects or for a continuing body of work of limited duration including grant-funded projects, capital improvement projects, other non-routine projects, during the absence of a regular employee, to perform work requiring specialized skills, or to fill a vacancy for a limited period during recruitment. The term of employment is limited to the term of the particular project, regular employee absence, work requiring specialized skills, or position vacancy, but in no event shall the term exceed more than 70 hours/month for five months or more in a 12-month period for two consecutive years.

5. Temporary extra help employees have no promise or expectation of continued employment with Pend Oreille County.

6. The employment of temporary extra help employees is terminable at will, and either Pend Oreille County or the employee may terminate the employment for convenience upon delivery of written notice.
7. I expressly understand and agree that this Acknowledgement contains the sole description of my employment status, and Pend Oreille County makes no promises, representations, or obligations other than those contained in this document. This Acknowledgement supersedes all previous communications, representations, or agreements, either verbal or written, between the employee and Pend Oreille County.
8. No change, alteration, modification, or addition to this Acknowledgement will be effective unless it is in writing and properly signed by Pend Oreille County and the employee.

I, (please print name) Christine Ralston, by my signature below, hereby acknowledge that I understand the terms and conditions stated in this document and accept them in consideration of my employment as a temporary extra help employee with Pend Oreille County.

Christine Ralston
Signature

4-12-2024
Date



Pend Oreille County
Board of Commissioners

John Gentle
District #1

Robert Rosencrantz
District #2

Brian Smiley
District #3

Crystal Zieske
Clerk of the Board

Phone: 509-447-4119
FAX: 509 447-0595

PO Box 5025
625 W. 4th Street
Newport, WA 99156-5025

E-mail: commissionersoffice@pendoreille.org

Public Safety Telecommunicators Week - April 14-20, 2024
Proclamation

WHEREAS, 9-1-1 telecommunicators across the state are available around the clock to answer calls from those in distress; and

WHEREAS, 9-1-1 telecommunicators are also radio lifelines for police officers, firefighters, and emergency medical personnel who respond to emergencies; and

WHEREAS, 9-1-1 telecommunicators are responsible for a wide range of public warnings, included AMBER alerts and notification of earthquakes, tsunamis, hazardous materials releases, and other threats to public safety; and

WHEREAS, countless lives have been saved by the prompt, effective, and compassionate responses of 9-1-1 telecommunicators; and

WHEREAS, Governor Jay Inslee has proclaimed April 14-20, 2024 as Public Safety Telecommunicators Week in Washington.

NOW, THEREFORE, BE IT RESOLVED THAT Pend Oreille County's Board of Commissioners do hereby proclaim the week of April 14 through 20, 2024 to be National Public Safety Telecommunicators Week, in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

Dated this _____ of April 2024.

PEND OREILLE COUNTY COMMISSIONERS

Robert Rosencrantz, Chair

John Gentle, Vice Chair

Brian Smiley, Member

Pend Oreille County Board of County Commissioners Meeting

April 16, 2024 (Tuesday)

Time 10:30 AM – 11:30AM

Public Works Hearing Items:

Public Works Action Items:

Head Sheet 04.16.2024_Summer Temporary Engineering Tech

Head Sheet and Resolution "Rescind Resolution 2023-130 and adopt New Resolution."

Public Works Discussion Items:

Gas Tax

Cap and Trade Tax

Engineering and Construction:

Maintenance:

Maintenance Road Imperfections: Potholes D3

D3 Shoulder Slump Sullivan Lake Road

PUD and Maintenance Tree Felling Park

ER&R:

Work Product

Buildings and Grounds:

Solid Waste:

Personnel:

Risk Management:

Park and Recreation:

General Discussion Topics

**PEND OREILLE COUNTY COMMISSIONERS
REQUEST FOR BOARD ACTION**

SUBJECT: Advertise and Hire one Summer Temporary Engineering Technician
SUBMITTED BY: Christy Parry
AGENDA: 4/16/2024 Public Works Update

DATE FINAL ACTION IS NEEDED: 4/16/2024	ATTACHMENTS:	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet:		<input type="checkbox"/> Ordinance
_____ Commissioner Chair (initials)		<input type="checkbox"/> Resolution
_____ Commissioner (initials)		<input type="checkbox"/> Agreement
_____ Commissioner (initials)		<input checked="" type="checkbox"/> Motion
FINAL ACTION TAKEN:		<input type="checkbox"/> Consensus
<input type="checkbox"/> Approved		<input type="checkbox"/> Other
<input type="checkbox"/> Denied		
<input type="checkbox"/> No Action		
Commissioners' Minutes		
Reference: _____		

RECOMMENDATION OR REQUEST: Approve the Road Department's request to advertise and hire one Summer Temporary Engineering Technician.

DISCUSSION: The County Road Department would use the Summer Temporary Engineering Technician to help with summer Engineering projects.

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:** Roads
- **AMOUNT BUDGETED:** \$10,000
- **AMOUNT NEEDED FOR PROJECT:**

REVIEWED BY PROSECUTOR? ☐ YES ☐ NO ☒ N/A **Comments:**

REVIEWED BY HUMAN RESOURCES? ☒ YES ☐ NO ☐ N/A _____ **B&M** **HR initials**

REVIEWED BY FINANCIAL MANAGER? ☐ YES ☐ NO ☐ N/A _____ **Jill initials**

**PEND OREILLE COUNTY COMMISSIONERS
REQUEST FOR BOARD ACTION**

SUBJECT: Rescind Resolution 2023-130 and adopt New Resolution.

SUBMITTED BY: Brian Eglund

AGENDA: April 16, 2024

DATE FINAL ACTION IS NEEDED:	ATTACHMENTS: R-2024-	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet:		<input type="checkbox"/> Ordinance
_____ Commissioner Chair (initials)		<input type="checkbox"/> Resolution
_____ Commissioner (initials)		<input type="checkbox"/> Agreement
_____ Commissioner (initials)		<input type="checkbox"/> Motion
FINAL ACTION TAKEN:		<input type="checkbox"/> Consensus
<input type="checkbox"/> Approved		<input type="checkbox"/> Other
<input type="checkbox"/> Denied		
<input type="checkbox"/> No Action		
Commissioners' Minutes		
Reference: _____		

RECOMMENDATION OR REQUEST: Rescind Resolution 2023-130, the sale of T5155 2013 International Vin # 1HTGRSJT3EH768625 truck to Solid Waste and adopt the new resolution authorizing sale of T5154, a 2013 International, Vin # 1HTGRSJT1EH768624 to the Solid Waste Department.

DISCUSSION: Truck (T5155) was transferred to the solid waste Department December 12, 2023. Due to a clerical error. Truck (T5154) would be better suited for the Solid Waste Department.

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:**
- **AMOUNT BUDGETED:**
- **AMOUNT NEEDED FOR PROJECT:**

REVIEWED BY PROSECUTOR? ☐ YES ☐ NO ☐ N/A **Comments:**

REVIEWED BY HUMAN RESOURCES? ☐ YES ☐ NO ☐ N/A

REVIEWED BY FINANCIAL MANAGER? ☐ YES ☐ NO ☐ N/A

_____ **HR initials**

_____ **Jill initials**

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- _____

**TRANSFER OF VEHICLE BETWEEN ROAD DEPARTMENT AND SOLID WASTE
WITHIN THE ERR FIXED ASSET PROGRAM
(RESCINDING R-2023-130)**

WHEREAS, RCW 36.33A.020 authorizes the Board of County Commissioners (“the Board”) to use its discretion to use or not use ER&R vehicles assigned to departments other than the Road Department; and

WHEREAS, the Board may use its discretion to determine the proper disposition of current unneeded assets of the County, either by reassignment or disposal; and

WHEREAS, (T5155), 2013 International 760, in the ER&R Fixed Asset Inventory, Vin# 1HTGRSJT3EH768625, was transferred to the Solid Waste Department on December 12, 2023, by Resolution # 2023-130; and

WHEREAS (T5155), a 2013 International 760, Vin # 1HTGRSJT3EH768625, is not the right fit for the Solid Waste department, as it is set up for water tank and sander body; and

WHEREAS, (T5154) 2013 International 760 Vin # 1HTGRSJT1EH768624, is better suited for the Solid Waste Department with no sander body or water tank setup; and

WHEREAS, (T5154) 2013 International 760 Vin # 1HTGRSJT1EH768624, was declared surplus by the Board, as direct disposal or by an online auction or other means on April 2, 2024, by Resolution 2024-059; and

WHEREAS, the value between truck (T5155) and (T5154) are the same.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners, to rescind Resolution 2023-130, the transfer of (T5155), a 2013 International 760, Vin# 1HTGRSJT3EH768625, and transfer (T5154) 2013 International, Vin # 1HTGRSJT1EH768624 to the Solid Waste Department.

IT IS HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that (T5155) International 760 truck, Vin # 1HTGRSJT3EH768625, will remain in the Road Department fleet program.

(executed page with signatures is attached)

ADOPTED this _____ 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

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2023- 130

**TRANSFER OF VEHICLE BETWEEN ROAD DEPARTMENT
AND SOLID WASTE WITHIN THE ER&R FIXED ASSET PROGRAM**

WHEREAS, RCW 36.33A.020 authorizes the Board of County Commissioners to use its discretion to use or not use ER&R vehicles assigned to departments other than the Road Department;

WHEREAS, the Board may use its discretion to determine the proper disposition of current unneeded assets of the County, either by reassignment or disposal; and

WHEREAS, (T5155), 2013 International 760, in the ER&R Fixed Asset Inventory, Vin# 1HTGRSJT3H768625, was replaced with a new 2023 International 760; and

WHEREAS (T5155), a 2013 International 760, Vin # 1HTGRSJT3EH768625, was declared surplus by the board, as direct disposal by an online auction or other means on December 5, 2023, Resolution 2023-126, and

WHEREAS, the Solid Waste Department has expressed the desire to purchase the 2013 International 760, and

WHEREAS, the resale value of the truck is used to determine the proper fixed cost to be charged for the new 2023 International, and

WHEREAS, the Fleet Manager has determined a fair market value by other past sales of similar international trucks at \$20,000.00, not including sales tax,

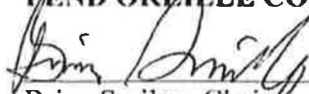
NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Pend Oreille County Board of Commissioners, directs the Fleet Manager to transfer the 2013 International 760, Vin# 1HTGRSJT3EH768625 by direct sale to the Solid Waste Department.

BE IT FURTHER RESOLVED, by the Pend Oreille County Board of Commissioners, that the 2013 International 760, Vin# 1HTGRSJT3EH768625, shall remain in the ER&R fixed asset inventory system assigned to the Solid Waste Department.

[executed page with signatures is attached]

ADOPTED this 12 day of December, 2023.

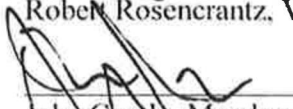
**BOARD OF COUNTY COMMISSIONERS
BEND OREGON LE COUNTY, WASHINGTON**



Brian Smiley, Chair

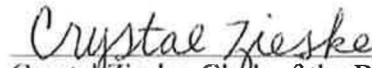


Robert Rosencrantz, Vice-Chair



John Gentle, Member

ATTEST:



Crystal Zieske, Clerk of the Board

**PEND OREILLE COUNTY COMMISSIONERS
REQUEST FOR BOARD ACTION**

SUBJECT: Janssen Washington State-Wide Opioid Settlement Agreement

SUBMITTED BY: Crystal Zieske
AGENDA: April 8, 2024

15

DATE FINAL ACTION IS NEEDED: APPROVAL NEEDED FOR COMMISSION Packet: _____ Commissioner Chair (initials) _____ Commissioner (initials) _____ Commissioner (initials) FINAL ACTION TAKEN: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action Commissioners' Minutes Reference: _____	ATTACHMENTS: R-2024-	TYPE OF ACTION REQUESTED <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input type="checkbox"/> Motion <input type="checkbox"/> Consensus <input type="checkbox"/> Other
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RECOMMENDATION OR REQUEST: Approve the Janssen Washington State-Wide Opioid Settlement Agreement resolution and authorize the Chair to sign the Settlement Participation Form

DISCUSSION:

or Vice Chair

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:**
- **AMOUNT BUDGETED: \$**
- **AMOUNT NEEDED FOR PROJECT: \$**

REVIEWED BY PROSECUTOR? ☐ YES ☐ NO ☐ N/A **Comments:**

REVIEWED BY HUMAN RESOURCES? ☐ YES ☐ NO ☐ N/A

REVIEWED BY FINANCIAL MANAGER? ☐ YES ☐ NO ☐ N/A

_____ **HR initials**

_____ **Jill initials**

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024-_____

**ACCEPTING THE JANSSEN WASHINGTON STATE
STATE-WIDE OPIOID SETTLEMENT AGREEMENT**

WHEREAS, a settlement (“2024 Settlement Agreement”) has been negotiated by the State of Washington (the “State”) and with Janssen Pharmaceuticals, Inc., Johnson & Johnson, and its subdivisions and affiliates (collectively “Janssen” or “Johnson & Johnson”), for the wrongful production, promotion, and distribution of prescription opioid drugs and the damage they caused in Washington State;

WHEREAS, Pend Oreille County as a “Non-Litigating Subdivision,” may opt in to the 2024 Settlement Agreement, the details of which appear at the following link: [Johnson & Johnson Opioid Settlement | Washington State](#)

WHEREAS, as provided in Sections V and VI of the 2024 Settlement Agreement, the settlement amount, \$123.34 million, is contingent on local government participation, and if all 37 Litigating Subdivisions join the settlement, the settlement amount of \$123.34 million will be split equally between the State and Participating Local Governments pursuant to the One Washington Memorandum of Understanding Between Washington Municipalities (“One Washington MOU”);

WHEREAS, on May 24, 2022, the Board of County Commissioners entered into the One Washington Memorandum of Understanding Between Washington Municipalities (One WA MOU) agreeing to the allocation and use of settlement proceeds resulting from opioid litigation, and the County’s allocation amount agreed to in the One WA MOU, to wit: 0.2566374940 percent, is the allocation amount Pend Oreille County will receive if it agrees to opt into the 2024 Settlement Agreement;

WHEREAS, the settlement amount received by Pend Oreille County is to be used for “Opioid Remediation” as that term is defined in the 2024 Settlement Agreement including care, treatment, and other programs and expenditures designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis;

WHEREAS, in addition to paying monies for abatement, the 2024 Settlement Agreement prohibits Janssen from engaging in the promotion of opioids or opioid products, except as described in Exhibit C – Injunctive Relief to the 2024 Settlement Agreement;

WHEREAS, the Pend Oreille County Prosecuting Attorney has referred to the Board of County Commissioners for consideration and action the following:

Attachment A: Janssen Washington State-Wide Opioid Settlement Agreement (“2024 Settlement Agreement”), and the following Exhibits thereto:

Exhibit A: Janssen Predecessors and Former Affiliates;
Exhibit B: Subdivision Settlement Participation Form;
Exhibit C: Injunctive Relief;
Exhibit D: Non-Released Entities;
Exhibit E: Template Consent Judgment;
Exhibit F: Lists of Litigating Subdivision and Non-Litigating Subdivisions;
Exhibit G: List of Johnson & Johnson Subsidiaries;
Exhibit H: One Washington Memorandum of Understanding between the Washington Municipalities;
Exhibit I: Settlement Fund Administrator Terms; and
Exhibit J: List of Opioid Remediation Uses.

WHEREAS, the Board of County Commissioners believes that it is in the best interests of Pend Oreille County and its citizens to opt into the 2024 Settlement Agreement so that Pend Oreille County can continue addressing the harm caused by Johnson & Johnson.

**NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS
RESOLVES AS FOLLOWS:**

1. The Board of County Commissioners accepts the terms of the 2024 Settlement Agreement (Attachment A), including the terms of Exhibits A through J.
2. The Board of County Commissioners authorizes the Chair of the Board to execute Exhibit B: the Subdivision Settlement Participation Form.

ADOPTED this ____ 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

JANSSEN WASHINGTON STATE-WIDE OPIOID SETTLEMENT AGREEMENT

I. Overview

This settlement agreement (the “*Agreement*”) sets forth the terms and conditions of a settlement agreement between and among Janssen, the State of Washington, and Participating Subdivisions (as those terms are defined below). Janssen has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Janssen expressly denies. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Janssen. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

II. Definitions

Unless otherwise specified, the following definitions apply:

1. “*Agreement*” means this agreement as set forth above, inclusive of all exhibits.
2. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of opioid products, that have allegedly been caused by Janssen.
3. “*Attorney*” means any of the following retained through a legal contract: a solo practitioner, multi-attorney law firm, or other legal representative of a Participating Subdivision.
4. “*Claim*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.