



Contract Review Sheet

HE-5485-23

Intergovernmental Agreement #: HE-5485-23 Amendment #: _____

Contact: Meuy Saechao Department: Health and Human Services

Phone #: (503) 584-4897 Date Sent: Tuesday, November 14, 2023

Title: Mobile Crisis Services

Contractor's Name: City of Salem

Term - Date From: July 1, 2023 Expires: June 30, 2025

Original Contract Amount: \$ 598,982.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 598,982.00 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs and QRFs)

Description of Services or Grant Award

The City of Salem will provide a Police Officer to co-respond with a Mental Health Professional to provide mobile crisis response services throughout Marion County.

Desired BOC Session Date: 12/6/2023 Files submitted in CMS for Approval: 11/15/2023

Agenda Planning Date: 11/23/2023 Printed packets due in Finance: 11/21/2023

Management Update: 11/21/2023 BOC upload / Board Session email: 11/22/2023

BOC Session Presenter(s) Ann-Marie Bandfield

FOR FINANCE USE

Date Finance Received: 11/14/2023 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:

 90EC84E244DE43D
11/14/2023
 Finance - Contracts Date

DocuSigned by:

 58191EB1DB94499
11/17/2023
 Contract Specialist Date

DocuSigned by:

 D0CFC5B04B9F483...
11/17/2023
 Legal Counsel Date

DocuSigned by:

 DC16351248DE4EC
11/17/2023
 Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: December 6, 2023

Department: Health & Human Services Agenda Planning Date: Nov 23, 2023 Time required: 10

Audio/Visual aids

Contact: Meuy Saechao Phone: 503-584-4897

Department Head Signature: Ryan Matthews

TITLE HE-5485-23 City of Salem- Provide Mobile Crisis Services

Issue, Description & Background The City of Salem will provide a Police Officer to co-respond with a Mental Health Professional to provide mobile crisis response services throughout Marion County.

Financial Impacts: The total amount not exceed the contract amount \$598,982.00

Impacts to Department & External Agencies Health & Human Services anticipates no financial impact to other departments.

Options for Consideration: 1. Approve 2. Deny approval 3. Take no action at this time.

Recommendation: HE-5485-23 City of Salem- Provide Mobile Crisis Services

List of attachments: HE-5485-23 City of Salem

Presenter: Ann-Marie Bandfield

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Meuy Saechao; msaechao@co.marion.or.us

REQUEST FOR AUTHORIZATION OF CONTRACT HE-5485-23

Date: July 14, 2023
To: Chief Administrative Officer
Cc: Contract File
From: Meuy Saechao

I. **Subject:** Retroactive

The Marion County Health and Human Services (MCHHS) is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with City of Salem for Mobile Crisis Services with a value of \$598,982.00 and will be effective retroactive to 7/1/2023 upon approval.

A. BACKGROUND

This is an Intergovernmental Agreement between MCHHS and City of Salem to provide mobile crisis services. City of Salem's contract expired on 6/30/2023 and services would need to continue.

- B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

MCHHS submitted the draft agreement to City of Salem on June 1, 2023. On July 13, 2023, MCHHS received a revised contract from City of Salem's legal department for changes. The agreement was submitted in Contract Management System on July 13, 2023 for review and approval before county signatures. The agreement is set for Board Session on August 9, 2023.

- C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

It is the goal of the MCHHS to involve all necessary departments and contractors as part of the contract review and drafting process. The MCHHS will continue to plan accordingly and start the contract process sooner to ensure contract changes can be made in a timely manner.

D. BUDGET IMPACTS

1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year adopted budget? Yes No
2. If yes, amount \$598,982.00 Program / Account PCC/ 190-25-21-215-2371-525999-031035
3. If no, describe the amount and how the anticipated expenditures will be handled within the budget:

- a. Amount: \$ _____
- b. Managed with anticipated savings– explain why and from what costing:

- c. Will require a supplemental budget request – provide the expected funding source and costing:
 - i. Funding Source: _____
 - ii. Costing: _____

Submitted by:

DocuSigned by:
Meuy Saechao
58191EB1DB94499

Meuy Saechao
Health and Human Services

Reviewed by:

DocuSigned by:
John D. White
90EC84E244DF43D...

Contracts & Procurement

Acknowledged by:

DocuSigned by:
Ryan Matthews
7D28A787656F458...

Department Head

Acknowledged by:

DocuSigned by:
Jan Fritz
DC16361248DE4EC...

Jan Fritz, CAO

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CITY OF SALEM
HE-5485-23

1. PARTIES TO AGREEMENT

This Agreement between City of Salem, an Oregon Municipal Corporation hereafter called Agency, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the Agency will provide Mobile Crisis service services to County. These services are further described in Section 5.

3. TERM AND TERMINATION

- 3.1 This Agreement shall be effective for the period of July 01, 2023 through June 30, 2025 unless sooner terminated or extended as provided herein.
- 3.2 This Agreement may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.
- 3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 3.4 County may terminate this agreement effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:
 - a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
 - c. If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
 - d. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.

- e. If Agency fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

3.5 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. FUNDING AND BILLING

4.1 The total amount paid under this contract shall not exceed 598,982.00. Payments under this contract shall be made on cost reimbursement basis.

- a. 2023-2024 Proposed Budget for two officers: \$299,491.00
- b. 2024-2025 Proposed Budget for two officers: \$299,491.00
- c. Budget is inclusive of all costs.

4.2 Requests for payment shall be submitted to the County monthly invoices of actual costs with documentation attention to Ann-Marie Bandfield, Health Program Manager, Marion County Health and Human Services AMBandfield@co.marion.or.us.

Final invoices are due no later than July 20, 2025.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

Mobile Crisis teams shall primarily take calls from dispatch that have a mental health component and assist other agencies throughout the county with those types of calls.

5.1 UNDER THE TERMS OF THIS AGREEMENT, AGENCY SHALL:

- a. Provide trained Officer(s) working four days per week, ten-hour shifts that will primarily take calls from dispatch that have a mental health component and assist other agencies throughout the County with those types of calls.

5.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

- a. Provide a Qualified Mental Health Professional (QMHP) who will be coupled with a law enforcement professional to provide assistance with dispatched calls.

6. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

7. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

8. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

9. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

10. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

11. NOTICES

Any notice required to be given the Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Agency:
City of Salem, Police Department
555 Liberty St SE
Salem, OR 97301
Name: Treven Upkes
Email: TUpkes@cityofsalem.net

For County:
Marion County Health and Human Services
Psychiatric Crisis Center
3180 Center St NE, Salem OR 97301
Attention: Ann-Marie Bandfield,
Health Program Manger
Email: AMBandfield@co.marion.or.us

12. SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.


In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair _____ Date _____

Commissioner _____ Date _____

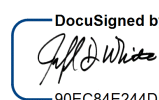
Commissioner _____ Date _____

Authorized Signature:  11/14/2023
7D28A787656F458...
Ryan Matthews, Administrator Date

Authorized Signature:  11/14/2023
1D632ECC090246E...
Ann-Marie Bandfield, Health Program Manager Date

Authorized Signature:  11/17/2023
DC16351248DE4EC...
Chief Administrative Officer Date

Reviewed by Signature:  11/17/2023
D0CEC5B04B9E483...
Marion County Legal Counsel Date

Reviewed by Signature:  11/14/2023
90EC84E244DF43D...
Marion County Contracts & Procurement Date

CITY OF SALEM

Authorized Signature: _____ Date: _____

Title: _____