

## MEMORANDUM OF UNDERSTANDING

**DATE:** May 23, 2022

**BETWEEN:** Multnomah County

**AND:** The City of Portland

### **Background**

The Behavioral Health Emergency Coordination Network (BHECN) is a multi-jurisdictional, cross agency collaboration to address ongoing challenges in the local behavioral health crisis services system.

This effort originated as the result of several developments in 2019 and 2020, most notably the closure of the long-standing Sobering Center run by Central City Concern due to challenges of addressing the needs of individuals presenting with complex behavioral health challenges. Over the last sixteen months, the BHECN project (the Project) has brought together stakeholders from across Multnomah County to examine ways to stand up a new sobering center, as well as subsequent services and interventions that are essential for assisting individuals on the road to recovery.

The City of Portland (The City) has contributed significantly to these initial phases, by contracting with an outside facilitator to bring together stakeholders and develop draft models for consideration. Multnomah County (The County), acting in its capacity as the Local Mental Health Authority, also recognizes that its authority and expertise can significantly contribute to the next phase of the Project.

In the spirit of cooperation and advancing this work, Multnomah County and the City of Portland commit to continuing cooperation, discussion, meeting, and allocations of resources noted herein.

### **Multnomah County**

The County, specifically, the Multnomah County Health Department Director's Office and Behavioral Health Division assumes authority for *managing* the Project. This will be done in close consultation with the City of Portland, current BHECN partners, and the wider community. Managing the Project will include:

- Overseeing and directing all aspects of work associated with the project, including that of any third party contracted consultants and/or project managers;
- Approving the structure of the project, including development of a charter, membership of the Core Team, and reviewing composition, charge, and work of

subcommittees and work groups;

- Setting timelines and developing any proposed budgets associated with operationalizing the Project; and
- Assuring accountability by creating a process where service design and creation is client centered, and transparent to the wider public.

### **The City of Portland**

The City remains committed to partnering with the County on the Project. This includes:

- Continuing to hold and oversee the contract of Lones Consulting (the Consultant), the current third party facilitator;
- Ensuring the Consultant, at the direction of the County as project manager, provides necessary project support. This includes but is not limited to meeting facilitation, tracking action items, producing necessary documents, assisting with agenda development, providing regular project updates and coordinating scheduling;
- Working with the County to develop a governance structure and a charter, determine membership of the Core Team and other work groups and subcommittees, and reviewing composition, charge, and work of subcommittees and work groups;
- Working with the County to develop a funding structure for the project.

### **Both Jurisdictions**

The City and the County acknowledge the essential role of the Core Team and the importance of standing up a new sobering center, as well as subsequent services and interventions that are essential for assisting individuals on the road to recovery.

With the County now serving in the managing role for the Project and assessing the future structure, the Core Team will serve as the interim executive decision-making party on Project development and design, with the County acting as lead.

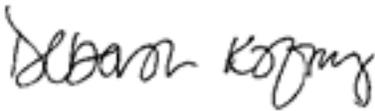
Over the next phase of work, the Core Team will serve as the Executive decision making body for the Project. It will hear recommendations based on committee and workgroup efforts, and work in partnership to assess those recommendations and provide direction. The County will be the manager of the project and the County's representative will be the final arbiter after assessing recommendations in partnership with the City.

Finally, the City and County will work collaboratively with other partners to identify and secure future funding opportunities as we build out the next phases of work. Both parties understand

the urgency to stand up components of the system, particularly a sobering center, as soon as possible, and in partnership with stakeholders will work with the utmost speed to accomplish that outcome.

**Enforcement**

Although the County and the City hereby agree with the statements and plan outlined in this MOU, no provision contained herein shall create any contractual rights, duties, obligations, or liabilities for either party, any potential beneficiary, or any other person or entity. This is a non-binding MOU and shall be construed as such. It merely outlines the County and the City's generalized framework for working together on the Project.



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Deborah Kafoury  
Chair, Multnomah County



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Ted Wheeler  
Mayor, City of Portland