

**MEMORANDUM OF AGREEMENT  
COORDINATED HOMELESS SERVICES OFFICE**

THIS AGREEMENT (“Agreement”) is made and entered into by and between **TILLAMOOK COUNTY COMMUNITY ACTION RESOURCE ENTERPRISES INC. (CARE)** and **TILLAMOOK COUNTY (COUNTY)**, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners.

**RECITALS**

Whereas COUNTY has received funding from the State of Oregon through House Bill 4123 to create a Coordinated Homeless Services Office and desires to contract with CARE;

Whereas CARE provides services to those experiencing homelessness and desires to partner in the creation of the Coordinated Homeless Services Office with COUNTY;

Whereas COUNTY and CARE have coordinated in the creation of a 5-Year Strategic Plan to Address Houselessness (PLAN) in Tillamook County; and

Whereas the COUNTY and CARE have committed to work through the Coordinated Homeless Services Office to implement the PLAN.

**WITNESSETH**

NOW THEREFORE, IT IS HEREBY agreed by and between the parties as follows, the mutual promises of each party are given in exchange and as consideration for the promises of the other party:

**SECTION 1.0 COUNTY RESPONSIBILITIES**

- 1.1 Provide leadership in the process of implementing the PLAN through the Board of Commissioners’ Office and the COUNTY Housing Coordinator.
- 1.2 Provide grant funding available through House Bill 4123 for the implementation of the PLAN. The amount of funding will be determined annually and modified herein. Annual funding is dependent upon funds available.
- 1.3 For COUNTY Fiscal Year 2023/2024, COUNTY will provide on a reimbursement basis \$398,000.

**SECTION 2.0 CARE RESPONSIBILITIES**

- 2.1 Create a budget for services required to support and sustain a Coordinated Homeless Services Office.
- 2.2 Post and hire for any positions needed to support the PLAN.
- 2.3 Create a lived experience group with a regular meeting cadence.
- 2.4 Move forward expansion of shelter services in Tillamook County.
- 2.5 Commit to data collection for reporting purposes and assist with reporting requirements.

- 2.6 Commit to committee participation for three years.
- 2.7 Actively participate in annual planning.
- 2.8 Seek out long-term sustainable funding to support the Coordinated Homeless Services Office and the PLAN.

### **SECTION 3.0 EXPENSES**

- 3.1 CARE will invoice COUNTY monthly for any expenses used in alignment with the submitted annual budget and the PLAN.

### **SECTION 4.0 INSURANCE**

- 4.1 Each party agrees to maintain insurance sufficient to meet sums specified by ORS 30.272 and 30.273.

### **SECTION 5.0 LIABILITY; INDEMNIFICATION**

- 5.1 Commencing on the effective date and continuing throughout the term of this Agreement, the parties shall, at their own cost, maintain general business, general liability, property and casualty liability, worker's compensation, employer's liability insurance coverage and any other insurance coverage required by law or customarily obtained by a similarly situated party. All of the foregoing required insurance shall be issued by an insurance company or indemnity company authorized to conduct business in the State of Oregon.
- 5.2 Each party shall indemnify and hold harmless the other party from all claims, costs, damages or expenses of any kind, including attorneys' fees and other costs and expenses of litigation, for personal or property damage arising out of that party's performance required by this MOU. It is the intent of this section that each party assumes any and all liability for its respective torts, errors and omissions.

### **SECTION 6.0 EFFECTIVE DATE & TERM**

- 6.1 The term of this Agreement shall begin July 1, 2023 and continue in force and effect until termination pursuant to the provision of Section 7.0 of this Agreement.

### **SECTION 7.0 TERMINATION**

- 7.1 With Notice
  - 7.1.1 The parties mutually consent to termination in writing.
- 7.2 Without Notice
  - 7.1.1 Any party breaches any duty, term, or condition of this Agreement.
  - 7.1.2 Either party commits a fraud or misrepresentation upon the other party.
  - 7.1.3 Either party gives thirty (30) days written notice.

## **SECTION 8.0 MARKETING AND ADVERTISING**

### **8.1 Marketing and Advertising**

The parties agree to consult and agree prior to printing or distributing any event promotional materials, advertising, or press communication, which uses the other party's name or logo. Neither party shall refer to the other party in press, website, social media, or marketing materials without prior express written permission.

## **SECTION 9.0 GENERAL PROVISIONS**

9.1 Notices: Any notice required or permitted under this Agreement shall be in writing and deemed given when:

9.1.1 Actually delivered, or

9.1.2 Three (3) days after deposit in the United States Post Office, certified mail, postage prepaid, addressed to the other party at their last known address.

9.2 Language: The headings of the Agreement paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

9.3 Integration: This Agreement supersedes all prior oral or written agreements between parties regarding these services. It represents the entire agreement between the parties. Time is of the essence in all terms, provisions, covenants, and conditions in this Agreement.

9.4 Savings: Should any clause or section of this Agreement be declared by a Court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

9.5 Jurisdiction; Law: This Agreement is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agree by the parties.

## **SECTION 10 MISCELLANEOUS**

10.1 Compliance with Laws: The parties will perform services in accordance with applicable laws, standards, and rules that govern the practice of medicine and the practice of law.

10.2 Federal and State Program Eligibility: CARE represents and warrants to COUNTY that neither it nor any of its employees or affiliates (a) are excluded from participation or otherwise ineligible to participate in a "federal health care program," as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government payment program ("Excluded") and (b) have arranged or contracted (by employment or otherwise) with any employee or agent that CARE or its affiliate knows or should know is Excluded to provide items or services hereunder. In the event CARE or one of its employees or affiliates is Excluded during the term of the arrangement, CARE will notify COUNTY in writing within three (3) days after such event. Whether or not such notice is given to COUNTY, COUNTY may immediately terminate this Agreement upon written notice to CARE.

10.3 Amendments, Modifications and Waivers: The provisions of this Agreement may be amended or modified only upon the written agreement of all of the parties hereto. Any waiver, permit, consent or approval of any kind or character on the part of any party of any provision or condition of this

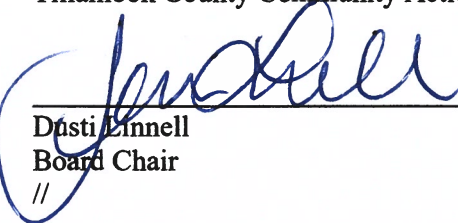
Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.

- 10.4 Intellectual Property: The parties agree that no intellectual property is licensed under this Agreement. In addition, each party agrees not to use each other's name or trademarks without the other party's prior written consent.
- 10.5 Assignment: Neither party may assign or subcontract any rights or obligations under this Agreement to another party without prior written consent of the other party to this Agreement, and any such attempted assignment shall be void and of no effect.
- 10.6 Independent Parties: Neither party may legally or contractually bind the other party nor shall either party act as agent, employee, partner, or joint venture of the other party. Neither party's personnel will, for any purpose, be deemed to be an employee of the other party for tax withholding, liability coverage, or for compensation or benefit plan participation.
- 10.7 Entire Agreement: This Agreement sets forth the entire agreement and understanding of parties relating to the subject matter herein, and supersedes all prior or contemporaneous communications or agreements, whether oral or written, between parties regarding the subject matter hereof.
- 10.8 Execution: This Agreement may be executed by parties in counterparts, all of which taken together will be deemed one and the same instrument.
- 10.9 Governing Law: This Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, CARE and COUNTY have executed this Agreement on the days noted below.

Dated this 19 day of July, 2023.

Tillamook County Community Action Resource Enterprises, Inc.

  
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 Dusti Linnell  
 Board Chair

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

THE BOARD OF COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

Aye    Nay    Abstain/Absent

\_\_\_\_\_  
Erin D. Skaar, Chair

\_\_\_    \_\_\_    \_\_\_/\_\_\_

\_\_\_\_\_  
Mary Faith Bell, Vice-Chair

\_\_\_    \_\_\_    \_\_\_/\_\_\_

\_\_\_\_\_  
David Yamamoto, Commissioner

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ATTEST:    Tassi O'Neil,  
                  County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
      Special Deputy

\_\_\_\_\_  
William K. Sargent,  
County Counsel