

MEMORANDUM OF UNDERSTANDING  
TILLAMOOK COUNTY COMMUNITY HEALTH CENTERS AND CITY OF NEHALEM

This Memorandum of Understanding is made and entered into by and between TILLAMOOK COUNTY, a political subdivision of the State of Oregon pursuant to ORS 203.010, through its TILLAMOOK COUNTY COMMUNITY HEALTH CENTERS, hereafter “TCCHC” and CITY OF NEHALEM hereafter “AGENCY”.

**RECITALS**

Whereas, TCCHC is the health department of Tillamook County and a Federally Qualified Health Center for the purpose of providing access to services to all Tillamook County communities regardless of ability to pay;

Whereas, TCCHC operates a Mobile Clinic that provides various health services and desires to contract with CITY OF NEHALEM;

Whereas, TCCHC is willing to provide primary contact staff and facilities under the terms and conditions set forth herein;

Whereas, AGENCY is willing to provide parking space at the gravel parking lot at the bottom of the hill in Nehalem, Tillamook County Tax Lot 3N1027AC02000, (on the corner of H Street (Hwy 101) and 7<sup>th</sup> Street), for TCCHC to use to provide mobile health services on the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Mondays of each month.

**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 TCCHC RESPONSIBILITIES**

1.1 Scope of Services

- Provide dental services to patients, including screenings and cleanings.
- Services will be provided two (2) days per month on the 2<sup>nd</sup> and 4<sup>th</sup> Monday.
- If a holiday or observed holiday falls on the scheduled Monday, services will be postponed until next scheduled Monday.
- Provide proper disposal of any waste created from services.
- Provide staff and staff support.
- Provide mobile clinic unit for services to be held inside.

**SECTION 2.0 AGENCY RESPONSIBILITIES**

- 2.1 Agency will be responsible for reserving the parking lot space needed for TCCHC’s mobile clinic unit and space surrounding for patient access on 2<sup>nd</sup> and 4<sup>th</sup> Monday every month.

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2.2 Location of Services

- Provide an accessible location for patient services at current location, Tillamook County Tax Lot 3N1027AC02000, (corner of H Street (Hwy 101) and 7<sup>th</sup> Street), Nehalem, in the gravel parking lot.

**SECTION 3.0 EXPENSES**

3.1 Each Party shall be responsible for its own expenses and costs associated with an event.

**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 24, 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.

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**SECTION 8.0           MARKETING AND ADVERTISING**

- 8.1    Advertising  
      The parties agree to consult and agree prior to printing or distributing any event promotional materials, advertising, or press communication, in any medium.
  
- 8.2    Marketing  
      The parties agree to coordinate marketing efforts relating to the event. 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   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

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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.

- 10.3 Licensure: The parties agree that each person working on the Mobile Clinic shall be properly trained and, if applicable, licensed to meet his or her respective duties. Each person shall maintain all applicable licenses, registrations, and certifications in good standing during the term of this Agreement.
- 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.

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IN WITNESS WHEREOF, Agency and TCCHC have executed this Agreement on the days noted below.

DATED this 14<sup>th</sup> day of August, 2023.

CITY OF NEHALEM

Phil Chick

Phil Chick, Mayor of Nehalem  
35900 8th Street, P.O. Box 143, Nehalem, OR 97131  
(503) 368-5627  
[pchick@nehalem.gov](mailto:pchick@nehalem.gov)

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	___	___	___/___

ATTEST: Christy Biggs,  
County Clerk

APPROVED AS TO FORM: .

By: \_\_\_\_\_  
Special Deputy

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