

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TILLAMOOK COUNTY AND TILLAMOOK FAMILY COUNSELING CENTER**

This Memorandum of Understanding, hereinafter, AGREEMENT, is made and entered into by and between Tillamook County, by and through its Board of Commissioners, hereinafter **County**, and Tillamook Family Counseling Center, hereinafter TFCC. County and TFCC are collectively referred to as **Parties**.

**RECITALS**

**PURPOSE**

- A. The purpose of this AGREEMENT is to define the Parties' responsibilities for development of a Behavioral Health Housing Plan for Tillamook County.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and undertakings hereinafter set forth, Parties agree as follows:

1. Rights, Duties, and Obligations of **TFCC**. **TFCC** shall:
  - 1.1 Provide payment to Community Development for the services as outlined in the statement of work included as "Exhibit A".
2. Rights, Duties, and Obligations of **County**. **County** shall:
  - 2.1 Perform actions and provide deliverables outlined in the statement of work included in "Exhibit A".
3. **TERMINATION**. This AGREEMENT shall terminate:
  - 3.1 Upon the request of either party, after giving the other party thirty (30) days advance written notice.
4. **INDEMNITY**. Each party shall include appropriate indemnity clauses in any contracts issued in connection with this AGREEMENT. Such indemnity clauses shall require consultants, subconsultants, contractors, subcontractors, and suppliers to defend, indemnify and hold the Parties harmless from all claims, costs, damages, or expenses of any kind, including attorneys' fees and other costs and expenses of litigation, for personal injury or property damage to the extent such claims, costs, damages, or expenses arise out of that party's fault. 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 as required by this AGREEMENT. It is the intent of this section that each party assumes any and all liability for its respective torts, errors and omissions.
5. **INSURANCE**. Each party agrees to maintain insurance sufficient to meet sums specified by ORS Chapter 30.

6. GENERAL PROVISIONS.

- 6.1 MODIFICATION & WAIVER. The rights and duties under this AGREEMENT shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of the Parties. Failure to enforce any provision of this AGREEMENT shall not operate as a waiver of such provision or of any other provision.
- 6.2 ATTORNEYS' FEES. Attorney fees, costs and disbursements necessary to enforce this AGREEMENT through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.
- 6.3 LEGAL REPRESENTATION. In entering into this AGREEMENT, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel.
- 6.4 NOTICES. Any notice required or permitted under this AGREEMENT shall be in writing and deemed given when:
  - 6.4.1 actually delivered if not sent by mail as described below, or
  - 6.4.2 three (3) days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.
- 6.5 LANGUAGE. The headings of the contract paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neutral genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.
- 6.6 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.
- 6.7 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 agreed by the Parties.
- 6.8 NO THIRD PARTY BENEFICIARIES. There are no intended third-party beneficiaries of this AGREEMENT.

7. TERM. This term of this AGREEMENT shall be February, 2022 through June 30, 2022.

**ACKNOWLEDGMENT: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS, AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.**

Dated this \_\_\_\_ Day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Frank Hannah-Williams, TFCC

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Board of Commissioners  
for Tillamook County, Oregon

Dated this \_\_\_\_ Day of \_\_\_\_\_, 2022

	Aye	Nay	Abstain/Absent
_____ David Yamamoto, Chair	___	___	___/___
_____ Erin D. Skaar, Vice-Chair	___	___	___/___
_____ Mary Faith Bell, Commissioner	___	___	___/___

ATTEST: Tassi O'Neil,  
County Clerk

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Joel W. Stevens, County Counsel

## “EXHIBIT A”

### Statement of Work-Behavioral Health Housing Plan/Tillamook County

This Statement of Work is entered into by and between Tillamook Family Counseling Center (TFCC) and Tillamook County Department of Community Development (DCD).

#### Deliverables:

- Working with a project Steering Committee of key Tillamook County stakeholders, Tillamook County Housing Coordinator will facilitate and coordinate the development of a Behavioral Health Plan for Tillamook County.
- Coordinate a process for the Steering Committee to engage individuals with lived experience of behavioral health needs and persons living in underserved communities.
- Prioritize with the Steering Committee, community focus groups and listening sessions to gain perspectives on behavioral health housing needs and potential gaps in resources in the community.
- Coordinate strategies to ensure that a broad, diverse perspective across Tillamook County is included in this plan.
- Research similar behavioral health housing initiatives within rural Oregon to advance/broaden local strategies.

#### Assumptions:

- Tillamook Family Counseling Center (TFCC) is the lead agency for this project.
- Tillamook County Housing Coordinator is project lead for the Tillamook County Department of Community Development (DCD).
- Frank Hanna-Williams (TFCC) will be the primary contact for Thomas Fiorelli, Tillamook County Housing Coordinator, DCD, and will assist in identifying Steering Committee members, and clarifying priorities and tasks related to the development of the behavioral health housing plan.
- Tillamook Family Counseling Center (TFCC) is the fiscal agency for this project.
- Tillamook County Housing Coordinator, Thomas Fiorelli, will invoice for actual hours expended per month.

- Additional staff consultation may be contracted as needed, per agreement with Tillamook County Department of Community Development and Tillamook Family Counseling Center (TFCC).
- Tillamook County Housing Coordinator travel and meeting expenses will be billed to TFCC.
- Project costs for meeting expenses, media messaging, print media, etc. (to engage individuals for focus groups/listening sessions, etc.) will be billed to TFCC.

Functional Role: Tillamook County Housing Coordinator

Estimated Start Date: February 2022

Estimated Date of Project Completion: June 30, 2022

Payment/Invoice Schedule:

- Department of Community Development will invoice Tillamook Family Counseling Center on a monthly basis at the rate of \$75.00/hour.
- Invoices shall be mailed to the following address;

Frank Hanna-Williams, Executive Director  
Tillamook Family Counseling Center  
906 Main Avenue  
Tillamook, OR 97141