

**MEMORANDUM OF UNDERSTANDING
REGARDING THE
2021-2023 CHILDREN'S ADVOCACY CENTER FUND (CAC) STATE
GRANT PROGRAM**

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**; City of Tillamook, by and through its City Manager, hereinafter **City**; Tillamook Family Counseling Center, by and through its Director, hereinafter **TFCC**; and Tillamook County Child Abuse Multi-Disciplinary Team, by and through its Chair, hereinafter **TCAMDT**. County, City, TFCC, and TCAMDT collectively referred to as **Parties**.

RECITALS

PURPOSE

- A. The purpose of this AGREEMENT is to define PARTIES' responsibilities for the implementation of the 2021-2023 State Children's Advocacy Center Fund Grant Program (CAC).
- B. Parties desire to greatly enhance the services provided to child abuse victims and non-offending parents at Tillamook County's Child Abuse Assessment Center by making significant updates to the Center's facility, service offerings, and programs.
- C. Parties desire to provide investigators and forensic interview staff with an advanced level of training and expertise in child abuse investigations, enhance coordination, devote additional law enforcement time and resources to child abuse investigations, promote successful prosecution of criminal perpetrators, and provide timely treatment for victims.
- D. County has grant funding pending from the Oregon Department of Justice (DOJ) in the amount of approximately \$172,850 for implementing the 2021-2023 CAC Program.
- E. Tillamook County's Child Abuse Assessment Center is hereby recognized as a subsidiary of TFCC. Through the term of this AGREEMENT, the TFCC's objective is to expand the Assessment Center's facility, staff, and abilities to provide services.
- F. If the aforementioned DOJ grant is awarded, County allocates \$101,920 to TFCC for implementation of the Duties and Obligations set forth in Section 4 of this AGREEMENT for the Center Director.

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 **PARTIES**. PARTIES shall:
 - 1.1 Collaborate to provide services to child victims of abuse and neglect to support healing children and their families.

- 1.2 Protect each client's right to confidentiality. All referral and records requests shall be made with non-offending parent/guardian's written consent via signed releases of information.
2. Rights, Duties, and Obligations of **County**. County shall:
 - 2.1 Coordinate the purchase, installation, and maintenance of hardware, software, tools, supplies, equipment, subcontracted services, and other items funded by the CAC grant.
 - 2.2 Coordinate the upgrades to the building where the Child Abuse Center is housed.
 - 2.3 CAC Grant administration and coordination.
 - 2.4 Submit quarterly grant reports to the Oregon Department of Justice and OCAS
 - 2.5 Reimburse TFCC, upon receipt of a monthly invoice, for services rendered under the terms of this AGREEMENT.
3. Rights, Duties, and Obligations of **City**. City shall:
 - 3.1 Maintain an employee as an MDT member.
4. Rights, Duties, and Obligations of **TFCC**. TFCC shall:
 - 4.1 Maintain the building where the Child Abuse Center is housed.
 - 4.2 Allow upgrades to the building to meet CAC requirements
 - 4.3 Grant access by non-TFCC members of TCAMDT and subcontracted providers to the building where the Child Abuse Center is housed
 - 4.4 Recruit and employ the center Director
 - 4.5 Maintain a recording of all compensations made to County and/or City.
 - 4.6 Submit detailed invoices to the County for services provided by TFCC. These invoices must be submitted on at least a monthly basis.
 - 4.7 For use by PARTIES for the purposes set forth in this AGREEMENT, continue to provide a minimum four-room office space at the TFCC facility located at 905 Main Avenue, Tillamook, Oregon.
5. Rights, Duties, and Obligations of **TCAMDT**. TCAMDT shall:
 - 5.1 Provide overall support to TFCC's efforts to recruit and maintain a Director and to help facilitate updates to the building.
6. TERMINATION. This AGREEMENT shall terminate:
 - 7.1 Upon the request of any party, after giving the other parties 60 days advance written notice.
7. 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.
8. INSURANCE. Each Party agrees to maintain insurance sufficient to meet sums specified by ORS 30.270.
9. GENERAL PROVISIONS.
 - 9.1 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.

- 9.2 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.
- 9.3 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.
- 9.4 NOTICES. Any notice required or permitted under this AGREEMENT shall be in writing and deemed given when:
- 10.4.1 actually delivered if not sent by mail as described below, or
- 10.4.2 three days after deposit in United States certified mail, postage prepaid, addressed to the other Party at their last known address.
- 9.5 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 neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.
- 9.6 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.
- 9.7 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.
- 9.8 NO THIRD PARTY BENEFICIARIES. There are no intended third-party beneficiaries of this AGREEMENT.

10. TERM. This term of this AGREEMENT shall be July 1, 2021 through June 30, 2023.

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.

City of Tillamook

Dated this 30 Day of August, 2022


Nathan George, City Manager

Tillamook Family Counseling Center

Dated this 30 Day of August, 2022


Frank Hanna-Williams, LCSW, Director

Tillamook County Child Abuse Multi-Disciplinary Team

Dated this 30 Day of August, 2022



Jeremy S. Dietrich, Chief Deputy DA, Chair

**THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON**

Dated this _____ Day of _____, 2022

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

EXHIBIT A
Director of the Tillamook County Child Advocacy Center

- Responsible for management of the Tillamook County Child Advocacy Center (TCCAC) services provided by the agency. Oversees the day to day administrative and direct service operations of the Center.
- Monitors the quality of advocacy, forensic interviewing, forensic medical evaluations and mental health services to assure positive outcomes.
- Maintains interagency coordination and cooperation in the case management of child sexual abuse and serious physical abuse cases per state mandate and ensures the TCCAC has current interagency agreements with necessary partner agencies.
- Performs the overall administrative tasks necessary to the effective operation of the TCCAC as it relates to all funding sources, including VOCA, CAMI, other grants, private and business donations and sponsorships.
- Responsible for the execution of grant writing, administration of current grants, and reporting responsibilities of the grants. Seeks additional funding opportunities through new grants and fundraising.
- Responsible for personnel functions of the Center. Hires, disciplines, terminates, trains, supervises and directs personnel in the performance of their duties and conducts regular and timely performance evaluations.
- Maintains TCCAC client data, including required database, case tracking, and program statistical information.