

**MEMORANDUM OF AGREEMENT
BETWEEN
TILLAMOOK COUNTY AND EMERGENCY VOLUNTEER CORPS OF NEHALEM BAY**

This Memorandum of Agreement, hereinafter, AGREEMENT, is made and entered into by and between Tillamook County, by and through its Board of Commissioners, hereinafter **COUNTY**, and Emergency Volunteer Corps of Nehalem Bay, hereinafter **EVCNB**. COUNTY and EVCNB are collectively hereinafter referred to as **PARTIES**.

AGREEMENT

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

1. Rights, Duties and Obligations of **EVCNB**. EVCNB shall:
 - 1.1 Complete the scope of work described in Exhibit A.
2. Rights, Duties, and Obligations of **COUNTY**. COUNTY shall:
 - 2.1 Upon execution of this AGREEMENT and EVCNB reimbursement request, provide Twenty Thousand Dollars (\$20,000) in cash for the emergency preparedness expenses described in Exhibit A of this AGREEMENT.
3. TERMINATION. This AGREEMENT will terminate:
 - 3.1 Upon the request of either party, after giving the other party ninety (90) days advance notice.
4. GENERAL PROVISIONS.
 - 4.1 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.
 - 4.2 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.
 - 4.3 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.
 - 4.4 NOTICES. Any notice required or permitted under this AGREEMENT shall be in writing and deemed given when:
 - 4.4.1 actually, delivered if not sent by mail as described below, or


- 4.4.2 three days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.
- 4.5 LANGUAGE. The headings of the contract paragraph 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.
- 4.6 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.
- 4.7 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.
- 4.8 NO THIRD-PARTY BENEFICIARIES. There are no indented third-party beneficiaries of this AGREEMENT.

5. EFFECTIVE DATE. This AGREEMENT shall begin July 1, 2023 and end June 30, 2024.

ACKNOWLEDGEMENT: 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 APARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN AGREEMENT.

Dated this 6 day of November, 2023.

EMERGENCY VOLUNTEER CORPS OF NEHALEM BAY



Patricia Johnson, Vice-President
PO Box 598
Manzanita, Oregon 97130
503-389-5820
trish.johnson@evcnb.org

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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	___	___	___/___

ATTEST: Christy Biggs,
County Clerk

APPROVED AS TO FORM:

By: _____
Special Deputy

William K. Sargent, County Counsel

**EXHIBIT A
SCOPE OF WORK**

Neighborhood Preparedness	Printing/updating preparedness manual, NEST boxes, GoBags for those who cannot afford
CERT	Supplies and equipment
Shelters	Long shelf-life food
Ham and GRMS Radio	Portable repeater, solar power options for communications
Mass Care	Tents/shelters/cookstoves water purification, sanitary solutions lighting