



First Christian
Disciples in the Heart of Corvallis



Memorandum of Understanding (MOU)

Between First Christian Church of Corvallis--Disciples House
and Jackson Street Youth Services--Next Steps Program

Background

First Christian Church is a diverse, inclusive community providing a living witness to the compassionate Christ. From our central location in the heart of Corvallis, we seek out, develop and support ministries to meet the human needs for physical and spiritual wholeness. On the basis of our Disciple heritage, we embrace the ecumenical movement, develop lay leadership and promote intellectual freedom in the pursuit of truth.

Jackson Street Youth Services is a 501(c)3 non-profit organization serving runaway, homeless, and at-risk youth in Linn, Benton, and Lincoln Counties. Jackson Street is working to promote safety, stability, and well being for youth to prevent homelessness by showing a path to long term success through building positive relationships and skills for self-sufficiency. Jackson Street provides a full continuum of services (outreach, emergency and transitional shelter, and transitional housing) to youth ages 10-24.

This is a memorandum of understanding between the First Christian Church of Corvallis, hereafter called "FCC" and Jackson Street Youth Services, hereafter called "Jackson Street".

Purpose and Scope of the Disciples House Project

There are many at-risk youth in our community. Jackson Street and FCC share a common goal of providing services to these youth. It is believed, a cooperative, collaborative effort to provide a residential program of care and training for the youth that both organizations seek to serve, will be beneficial. To support this goal; FCC will lease the Disciples House for a collaborative tiered transitional housing model and Jackson Street will establish and implement programming and staff capacity to maintain the housing model and provide support to the residents residing at the location. The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the Disciples House Project.

Responsibilities Under MOU

FCC:

- Manage the finances of Disciples House by paying property taxes, paying all utilities (including internet services), and ensuring that FCC is providing fire and liability insurance.
- Manage the property by keeping the building and grounds in good condition, ensuring we are meeting all safety and livability codes (including lead based paint requirements), keeping up with inspections (Annual boiler start-up, fire safety systems), ensure that all repairs on the exterior of the building meet the requirements as outlined by the Corvallis Historic Resources Commission (See Addendum A)
- Furnish, in collaboration with Jackson Street, the common living areas of the house and provide and maintain large appliances
- Review partnership agreement monthly at FCC Finance Cabinet, quarterly at FCC Board meetings, and communicate twice annually at FCC Congregational meetings
- Determine the monthly house lease amount based on the value of the renting seven bedrooms and providing two for free, including an appropriate annual escalation amount as provided for in the lease to cover increased costs associated with maintaining the property and providing services therefor
- Hold and maintain a seat on the Jackson Street Board to ensure the ongoing wellbeing of the house and program as outlined below under Site Governance. The FCC representative on the Jackson Street Board will be a member of the FCC Disciples House committee and appointed by the President of the congregation.
- Review lease annually and review and renew lease with Jackson Street when due (Fall 2024)

Jackson Street:

- Develop and implement program model
- Provide supervision to site and residents
- Manage day to day operations and programming
- Provide 24/7 on-call support
- Work with residents to ensure upkeep of the house including, but not limited to: cleaning bathrooms and common areas, ensuring exterior of the house is clear of trash and debris, ensuring windows and hallways are kept clear for safety purposes
- Provide liability insurance for Jackson Street activities, staff, volunteers, and equipment (See Addendum D)
- Name FCC as Additional Insured on the Jackson Street Policy
- Communicate with FCC about any house maintenance issues that need attention
- Provide a seat on the Jackson Street Board for FCC
- Provide an annual report on the Collaborative tiered program in-person, written, or video presentation to be presented at the annual FCC Spring Congregational meeting.
- File property tax exemption form with Benton County each year before April 1 and pay the \$200 application fee [Exemption for Property Owned by Specified Institutions \\$200.00 Application Fee Required](#)

- Jackson Street will consistently make FCC aware of opportunities for engagement with the program and if appropriate, those living in the house. Opportunities may include, but not be limited to: Outdoor Recreation/Activity Support, Independent Living Skills, Mentoring, and Academic Coaching.

Terms and Conditions

It is mutually understood and agreed by and between the parties that:

1. Any modification of the MOU must be added in writing and agreed upon in writing by the signing representatives of all parties. Failure to comply may result in the termination of agreed partnership.
2. Without providing a cause or reason and without legal repercussions, either party may terminate this MOU. A minimum of 90 days notice is required. The notice must be in written form and received by the second party before the 90 days initiates.
3. Each party takes legal and financial responsibility for the actions of its respective employees, officers, agents, representatives, and volunteers. Each party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs.
4. Each party, at its sole cost and expense, shall carry insurance to cover its activities and connection with this MOU.

Facility Usage, Maintenance, and Repair

- FCC reserves the right to use the grounds (parking, porch and lawn) for mutually agreed upon events including but not limited to the September annual Craft Fair, the Easter egg hunt, and outdoor food events. FCC will ensure clean up of grounds after such events.
- Unless it is an emergency, residents will be given 24 hr. advance notice when access to the house is needed for repairs, maintenance, inspections, or walk-throughs (on an annual basis). FCC will give notice by contacting Jackson Street's facilities manager as listed below in Site Governance.
- Jackson Street will be responsible for daily maintenance and cleaning of the site such as, but not limited to, coordinating the cleaning of the common areas of the house, requiring residents to clean and maintain their rooms, mowing the lawn on a weekly basis when the lawn is growing, and fixing general damages (changing out lightbulbs, patching holes, patch painting, etc.) due to use.
- FCC will be responsible for all other non-daily indoor and outdoor maintenance, such as, but not limited to, landscaping, indoor and outdoor building upkeep and repair, appliance maintenance, and common area refurbishing.
- Jackson Street will notify FCC as outlined in FCC Addendum B - Primary Points of Contact/Communication Flow, whenever a maintenance issue arises. FCC will determine if the issue will be fixed by a contractor or a member of the FCC maintenance team and will notify Jackson Street as to how the maintenance issue will be resolved.

- Members of the FCC maintenance team will each fill out a Volunteer Application form for Jackson Street approval.
- The parties will make a collaborative effort (and obtain necessary approval) for any site improvements, for things that would be nice but not required, such as landscaping or garden bed upgrading.
- Disciples House is a structure of historic significance. Jackson Street will not be responsible for normal wear and tear as occurs naturally over time in a building used as a cooperative living group.

Site Governance

The parties believe that collaborative governance is essential to the success of the Disciples House Project. Further, the parties believe it is important to ensure that clarity exists with respect to the allocation of the various responsibilities associated with site governance.

Therefore, the parties agree to the following general structure for site governance:

- This MOU will cover a three year term and subsequent three year terms as negotiated, with an annual review to discuss, amend, and update as needed
- Jackson Street will be represented by the Executive Director, Program Director, Program Manager, Facilities Manager, and Board Facilities Chair.
- FCC will be represented by the Disciples House committee chair, one other Disciples House committee member, and the trustee with responsibility for property. These representatives will present all proposed changes to MOU to the FCC board in order to secure approval from FCC.

Programming

- Decisions about programs, transitional living program design, acceptance or termination of youth living in the house, and hours of operation will be determined by Jackson Street.
- Jackson Street will have complete access to the site
- Jackson Street will provide program staff that will supervise, screen, enforce rules, etc.

Screening: The residents of the house will fit within the mission and work of Jackson Street; currently homeless or at risk of being homeless and between the ages of 18-24. Each potential resident, regardless of which tiered housing, will complete Jackson Street's screening and approval process. This housing model is not an emergency shelter option, application is required.

1. Complete Next Steps Housing application
2. Complete in-person or video conference interview
3. If applying for Tier 3 housing, complete criminal history check
4. Obtain approval from Next Steps Review Team

*Jackson Street is unable to serve adjudicated sex offenders, fire starters, abuse to animals, or actively suicidal youth and young adults.

**Jackson Street requires that all residents, regardless of the property/program/age, maintain sobriety and do not engage in use, abuse, purchase, or sale of drugs or alcohol. This includes tobacco in the building or on the grounds.

Participation: Residents of the collaborative housing model will participate in the following programming.

- Complete or continue education
- Obtain or be seeking employment
- Weekly household chores (assigned by staff)
- Monthly yard maintenance (assigned by staff)
- Weekly PS541 (skills group)
- Monthly Resident House Meeting (facilitated by staff)

Tiered Housing Model Expectations:

- **Tier 1:** Traditional Next Steps Housing, participates in weekly mental health/skills training/case management, no rent (approx 2 rooms/beds)
- **Tier 2:** Traditional Next Level Housing model, participates in skills training/case management, pays rent with increase over time (approx 3 rooms/beds)
- **Tier 3:** Not necessarily known by Jackson Street, background checked, offered case management/skills training/mental health opportunities, pays full rent (approx 4 beds/rooms)

*Tier 2 and 3 residents will be required to maintain Renters Insurance (Tier 1 covered under Jackson Street's insurance).

Funding and Religious Promotion

Because Jackson Street receives federal funding which will, in part, be deployed to fund and support Transitional Living Program services per Jackson Street program design, explicit separation of church and state is a necessary requirement of this MOU. Members of FCC shall not proselytize while on site or when working with any member of the Jackson Street team or residents of the site.

Confidentiality and Engagement

Jackson Street does not publicize the locations of the Transitional Living Program Houses, therefore, FCC will be expected to use extreme discretion with any identifying information related to those living in the house. FCC may speak openly about the Disciples House Project and the collaboration with Jackson Street but will endeavor to maintain the confidentiality of the residents.

Due to strict confidentiality laws of those being served by Jackson Street, each FCC member that intends to visit must fill out a Jackson Street Volunteer Application form and receive approval from Jackson Street prior to making an appointment to visit the facility.

Dispute Resolution for MOU

The parties understand that no agreement can anticipate every contingency that may arise. However, the parties are hopeful that unanticipated contingencies can be resolved through a collaborative process involving the parties to this agreement and the matter can be resolved at the above mentioned representatives level.

Amendments

Amendments to this MOU must be in writing and must be signed and dated by representatives of the parties before becoming binding and enforceable.

Dissolution

Either party may dissolve this MOU with 90 days notice.

Contact between Parties

Jackson Street and FCC will routinely exchange and update point of contact information to facilitate effective communication. The primary points of contact in each organization will be responsible for the implementation of the MOU in their respective organizations, coordinating services between organizations, and responding to questions regarding this MOU. In the event the primary contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.

Effective Date and Signatures

This MOU shall be effective upon the signature of Jackson Street Youth Services and The First Christian Church of Corvallis' authorized officials. It shall be in force from December 1, 2021 to November 30, 2024. The MOU will need to be reviewed December 1, 2022.

Jackson Street and FCC indicate agreement with this MOU by their signatures.

The First Christian Church of Corvallis President

Date

Jackson Street Youth Services Executive Director

Date

Addendum A-- Disciples House facility information

Disciples House is made up of nine bedrooms and five bathrooms. Residents share fully furnished common areas, which include living rooms, kitchen, dining room, and two laundry rooms that are free to use. FCC provides all utilities (including high speed wireless internet).

- Disciples House is listed on the National Historic Register. Because of this any modifications to the exterior space, other than paint, must be reviewed by the Corvallis Historic Resources Commission <https://www.corvallisoregon.gov/bc-hrc>
- Disciples House is heated with a hot water boiler/radiator system that requires annual maintenance. Residents should not attempt to adjust pressure on radiators or adjust boiler settings.
- First Christian Church of Corvallis honors fairness and justice and protects the integrity and wellbeing of every member of Disciples House. Behaviors such as harassing, threatening, intimidating, or physically harming a person or persons because of race, color, national origin, creed, religion, age, physical or mental disability, gender, sexual orientation or any other status protected by federal, state or local law will not be tolerated.
- Disciples House may have lead based paint. Here is the link to a pamphlet that Jackson Street must present to resident's to inform them about lead based paint: <https://www.epa.gov/sites/production/files/2020-04/documents/lead-in-your-home-portrait-color-2020-508.pdf>
- Disciples House is in Corvallis City Parking District C. In District C each address may purchase up to 3 Residential Parking Permits for \$25 each. Even with this permit one must move their vehicle every 48 hours. Instructions for purchasing a permit can be found on this website: <https://www.corvallisoregon.gov/publicworks/page/residential-parking-districts>

Addendum B-- Primary Points of Contact/Communication Flow

Jackson Street Youth Services

Contact	Information	Notes
Kevin Shimomaeda Next Steps Program Manager		-Resident screening -Day to day programming -Maintenance -Updates to Church
Drew Wolf Facilities Manager		-Maintenance -Contact when giving notice to enter the house
Kendra Phillips-Neal Program Director		-Issues or changes to MOU -Issues with program staff -Needs that require funding -Updates to Church
Sarah Grotelueschen Finance Director		-Rental payments -Tax exemption paperwork
Ann Craig Executive Director		-Issues with Program Director -Board of Directors -Funding -Updates to Church

First Christian Church

Contact	Information	Notes
Senior Minister: Matt Gordon		-Updates to and from Church

Office Manager: Linda Gearhart	9AM-2PM, M-TH	<ul style="list-style-type: none"> -Jackson Street first point of contact -Receives monthly rent -Call to report emergency maintenance Issues
House and Grounds Committee Member: Steve Herb		<ul style="list-style-type: none"> -Contact directly for non-emergency maintenance issues -FCC Maintenance Team liaison
Disciples House Committee Chair: Emily Herb		<ul style="list-style-type: none"> -Issues related to MOU -Program Updates -Jackson Street Executive Board -After hours contact #2 for maintenance and all issues -Member of FCC MOU annual review team
First Christian Church Treasurer		<ul style="list-style-type: none"> -Receives payments and financial summary from Jackson Street to the Church -Will provide financial operational reports to the Disciples House Committee and Jackson Street contacts.

Disciples House Committee Member Miranda Gordon		-member of FCC annual MOU review team
Disciples House Trustee Carol Garbacik		-member of FCC annual MOU review team

Addendum C-- Insurance and Liability

As required by our State licensing agency and many of our funders, Jackson Street maintains insurance to cover Commercial General Liability, Automobile Liability, and Umbrella Liability (including damage to owned and rented premises, personal injury, and medical). Professional Liability is included, with specific coverage for Improper Sexual Conduct and Physical Abuse. Liability policies reimburse for up to \$1,000,000 per occurrence, \$3,000,000 in the aggregate. Our Workers Compensation policy with SAIF covers up to \$500,000 per accident or employee. We also maintain accident insurance for our volunteers, along with Directors and Officers (D&O) Liability insurance.

Insurance Required. FCC shall at all times maintain fire and liability insurance on the premises.

Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement and, in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Indemnification. Jackson Street shall indemnify and defend FCC from any claim, loss, or liability arising out of or related to any activity of Jackson Street, its agents, employees, and invitees on the Premises or any condition of the Premises in the possession or under the control of Jackson Street. FCC shall have no liability to Jackson Street for any injury, loss, or damage caused by third parties or by any condition of the Premises.

Liability Insurance. Before going into possession of the Premises, Jackson Street shall procure and thereafter during the term of the Lease shall continue to carry the following insurance at Jackson Street's cost: comprehensive general liability insurance in a responsible company with limits of not less than \$1,000,000 for occurrence. Such insurance shall cover all risks arising or indirectly out of Jackson Street's activities or any condition of the Premises whether or not related to an occurrence caused or contributed by FCC's negligence.

Assignment and Subletting Due to Tenant's use of the Property as a collaborative tiered transitional housing model, the Landlord understands and agrees that Tenant will have sub-tenants (i.e., youth served by the collaborative tiered transitional housing model) who will occupy the Premises and may have certain legal rights as or in the nature of tenants under ORS chapter 90 and other applicable law. Tenant is expressly permitted to assign and/or sublet portions of the Property to youth as part of its collaborative tiered transitional housing model.