



First Christian
Disciples in the Heart of Corvallis



Memorandum of Understanding (MOU)

Between First Christian Church of Corvallis 501(c)(3) and Stone Soup Corvallis, Inc. 501(c)(3):

1. Background and Purpose

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.

Stone Soup Corvallis provides free, hot, nutritious meals 365 days a year, no questions asked, in a manner that honors the dignity of each person we serve in our diverse community. We rely on generous volunteers, donors, faith and community groups, and partner agencies to provide essential resources.

FCC and Stone Soup have a long history of working together to provide a safe space to cook, serve, and distribute hot and nutritious meals to those in need in the Corvallis community. The purpose of this Memorandum of Understanding is to provide a shared understanding of the roles and responsibilities of each organization in order to carry out this mission to the community we serve.

Throughout this document, for insurance purposes, the term “tenant” is used to describe Stone Soup and the term “landlord” will describe FCC in this MOU.

2. Occupancy

2.1 Rent and Utilities. No rent will be charged for use of the spaces outlined below. FCC agrees to pay for all utilities.

2.1.1 In-kind Donation: During the term Stone Soup agrees to recognize FCC as giving an in-kind donation in the amount of the difference between the paid monthly building donation (\$0) and the total fair market value (\$424/month) of room 15. The annual in-kind donation of \$5,088 will be recognized by Stone Soup at the end of the term of the MOU (6/15/2024). This in-kind donation from FCC to the tenant will be acknowledged by Stone Soup as any other individual or group donation to those organizations respectively.

2.1.2 Security Costs In the event that FCC finds it necessary to hire and employ security personnel, Stone Soup will reimburse FCC of the cost of FCC's security personnel approximately 15-20 hours a month, varying depending on the number of meals served at FCC. FCC we will make a determination on the extent of which security is necessary and Stone Soup will be responsible for the abovementioned hours. The schedule will be determined by FCC in consultation with Stone Soup's FCC Site Manager and Lead Cooks (presently Lori Reid and Rob Kirby). Security personnel will be responsible to FCC. FCC will cover all payroll taxes and background check costs at no charge to Stone Soup. FCC will bill Stone Soup monthly on or before the last day of each month. Stone Soup agrees to pay this amount by the 15th of each month. The amount billed to Stone Soup will be up to, but not exceeding \$400 monthly. (calculated at 20 hours a month x \$20/an hour). FCC will notify Stone Soup at the time the position is filled.

2.2 Shared equipment, shared repair costs, operation cost FCC agrees to provide cleaning equipment, trash bags, vacuum supplies, recycling containers, paper towels, toilet paper, and other miscellaneous cleaning items needed. Stone Soup agrees to share maintenance costs including, but not limited to: dishwasher, freezer and refrigerator in kitchen space, stove, oven, cooktop, coffee makers, kitchen hood repair, or other items agreed upon by both parties. The freezer and refrigeration space in the kitchen is shared space and FCC will be utilizing the spaces on a weekly basis. There may be times when FCC needs more space than normal; those times include, but are not limited to Advent and Christmas (December), Easter (March or April), and Annual Craft Fair (typically the last full week of September). Communication and negotiation of shared refrigerator and freezer space will be from a FCC representative to the FCC Stone Soup Site Supervisor. Stone Soup is allowed exclusive use of the refrigerator/freezer space in room 15 as outlined below. Stone Soup takes sole responsibility for the freezers and refrigerators marked "Stone Soup" in room 15. If these items cause damage to FCC because of failure, Stone Soup agrees to compensate FCC for any costs associated with repair or replacement. Stone Soup will provide dishwashing soap for the dishwasher. Stone Soup agrees to work with the health department and pay for an annual kitchen license. Stone Soup also agrees to pay for annual hood cleaning service. All maintenance concerns should be reported to the FCC office immediately by email or phone call.

2.3 Security Deposit. No security deposit shall be required at this time, but the tenant shall be held responsible for damages outlined below upon expiration or termination of this agreement.

2.4 Permitted Use. All spaces used by Stone Soup are also shared spaces. This includes the basement level floor hallways, restrooms, and boiler room. Each party should respect all shared spaces, keeping space clean and orderly. FCC and Stone Soup will work together to ensure we are coordinating and communicating about space usage. Stone Soup is allowed use of room 15 for storage, closet in the hallway next to room 18 and use of refrigerator and freezer in kitchen. The door to room 15 should remain open at all times for proper ventilation, unless a ventilation system is added at a later date. Stone Soup will be permitted use of the kitchen for deliveries and organization on Monday - Friday, 7 AM - 1 PM Stone Soup will be allowed use of the dining room and kitchen during the following times:

Sundays: 1:30 - 9 PM

Tuesdays: 2:30 - 9 PM

Saturdays: 7 AM - 1:30 PM

Exceptions to this may be in case of weddings or memorials, special events, necessary repairs, or other unforeseen circumstances. In the event of an exception, FCC will give every attempt to give one week's notice if Stone Soup is unable to use the space. **Any additional usage of the dining hall or kitchen by Stone Soup must be coordinated and approved by FCC office.**

2.5 General Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the Premises. Any failure of compliance created through Tenant's fault or by reason of Tenant's use, shall be corrected at Tenant's expense.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor; allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any insignia, antenna, aerial, or other device to the exterior or interior walls, windows or roof of the Premises without the written consent of the Landlord.

(6) Tenant shall not cause or permit any Hazardous Substance to be stored, spilled, leaked, disposed of, or otherwise released on or under the Premises.

(7) Distribution of keys and keycodes to tenant staff and volunteers will be governed by FCC key policy. Policy attached as appendix 1.

3. Alterations

3.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.

3.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed, unless the applicable Landlord's consent specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored at the termination of this Lease, unless the applicable Landlord's consent specifically provides otherwise.

4. Insurance

4.1 Insurance Required. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks. Each party, at its sole cost and expense, shall carry insurance to cover its activities and connection with this MOU which includes liability, fire, damage, accidents, and mechanical equipment insurance. A copy of said insurance will be provided to FCC on an annual basis.

4.2 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.

5. Terms and Conditions It is mutually understood and agreed by and between the parties that:

5.1. 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.

5.2. Without providing a cause or reason and without legal repercussions, either party may terminate this MOU. A minimum of 60 days notice is required. The notice must be in written form and received by the second party before the 60 days initiates.

5.3. 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.

5.4 This agreement will be reviewed by both parties on an annual basis from the anniversary date listed below.

Effective Date and Signatures

This MOU shall be effective upon the signature of Stone Soup, and The First Christian Church of Corvallis' authorized officials. It shall be in force from JUNE 15, 2023 to JUNE 14 2024.. The MOU will need to be reviewed IN MAY, 2024.

Stone Soup and FCC indicate agreement with this MOU by their signatures.

Lee Mason (PRESIDENT) 6/15/2023
The First Christian Church of Corvallis Date
Adriana Hoyer 6/28/2023
Stone Soup (PRESIDENT) Date

First Christian Church

Contact	Information	Notes
Senior Minister: Matt Gordon	541-829-3003 matt@heartofcorvallis.org	-Updates to and from Church
Office Manager: Becca Bedell	541-753-2671 becca@heartofcorvallis.org 9AM-2PM, M-TH	-Stone Soup first point of contact -Receives monthly security payment. -Call to report emergency and non-emergency maintenance Issues.

Stone Soup Corvallis

Keith Omdalen, Food Service Coordinator Stone Soup Corvallis	omdalenkeith@yahoo.com (541) 666-8268	Point of contact for security concerns, space needed requests
Ruth Johanna Treasurer Stone Soup Corvallis	beans@stonesoupcorvallis. org 541-393-7809	Financial concerns, bills that need to be paid
Adriana ('Jane') Huyer President, Stone Soup Corvallis	ahuyer@comcast.net 541-915-9509	Contact with SS board, MloU updates