



**First Christian**  
Disciples in the Heart of Corvallis



**Benton  
County**  
OREGON

## **Memorandum of Understanding (MOU)**

Between First Christian Church of Corvallis 501(c)(3) and Benton County Harm Reduction, a program of the Benton County Health Department.

### **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.

The Benton County Harm Reduction Program helps people stay safe when they have sex or use drugs. Free services provided by harm reduction include: non-judgmental peer support, rapid HIV testing, rapid Hepatitis C testing, syringe exchange, Narcan/naloxone, help with Oregon Health Plan, and connection to care and social services.

First Christian Church and Benton County Harm Reduction began working together in 2012 to provide HIV testing on Tuesday afternoons and occasional other assistance. In 2021, we began partnering with Harm Reduction to provide additional services and storage space for their supplies. As the need for services increases, the need for supply storage has also increased.

Throughout this document, the terms “BCHR” and “Tenant” are used to describe Benton County Harm Reduction and the terms “FCC” and “Landlord” are used to describe First Christian Church.

## 2. Occupancy

**2.1 Room Use Donation and Utilities.** Suggested room use donation is based on usable square footage. Room 17 measures 224 square feet, but 48 feet is unusable because of the required pathway (taped off area) to the elevator mechanical room, making usable space 176 square feet. Our fair market value calculation is \$1.50 per square foot. The suggested room use donation is \$264 per month (\$3168 annually). All utilities will be paid by First Christian Church.

**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.

**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.** Tenants are allowed use of Room 17 for storage of the accepted items outlined below, with the exception of the floor space marked in room 17 to allow access to the elevator and organ room. The tenant is allowed to access the space as needed. Additional shared space includes access to downstairs hallways and bathrooms. No storage of any items will be allowed in the hallways. Boxes or other items may be temporarily moved into the hallway in the process of organizing Room 17 when necessary, only while BCHR staff are present.

- (1) Storage of Acceptable items: All items will be organized to ensure the health and safety of this space. Items will be organized and held in permanent containers (totes) or placed in an organized manner on shelving. Shelving or totes will be placed or stacked safely in an organized arrangement against the existing walls of the room.
- (2) Acceptable items: HIV, STI, and Hep C rapid test kits and testing supplies, personal protective equipment (PPE), Covid test kits, safer sex supplies, basic first aid supplies, new syringes for exchange, sharps containers, fentanyl test strips, overdose reversal medication (naloxone, Narcan), , promotional and educational materials, outreach equipment (e.g., tent, table, chairs), and basic need items (e.g., clean clothing, sleeping bags, tarps, menstrual supplies, deodorant, etc.) for distribution.
- (3) Unacceptable items: used syringes, unsearched personal belongings, perishable food of any kind, other items that violate church policies as outlined in **section 2.5**.

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 that BCHR is unable to use the space. **Any additional usage of other spaces in the building must be approved by the church 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) Refrain from storing unsearched personal belongings (backpacks, bags, bikes, bike carts, clothing, etc.)

(8) Refrain from storage of recreational drugs or alcohol.

(9) Distribution of keys and keycodes to Tenant staff and volunteers will be governed by FCC key policy. A single back door key will be issued to a Benton County employee. The keypad will be programmed with a unique code and access will be limited to no more than 5 individuals; those individuals will be required to fill out the key form at the FCC office. If keypad access is revoked for an individual, BCHR will notify the office and a new code will be issued. Staff and volunteers will also agree to follow additional rules and restrictions as outlined in the FCC Key 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.

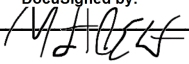
**5.2.** Without providing a cause or reason and without legal repercussions, either party may terminate this MOU. A minimum of a 60-day notice is required. The notice must be in written form and received by the second party before the 60 days initiates.

**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.

**Effective Date and Signatures**

This MOU shall be effective upon the signature of Benton County Harm Reduction and The First Christian Church of Corvallis' authorized officials. It shall be in force from November 15, 2023 to December 31, 2024. The MOU will need to be reviewed October 15, 2024.

Benton County Harm Reduction and FCC indicate agreement with this MOU by their signatures.

DocuSigned by:  
  
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F4F1E768005A417  
The First Christian Church of Corvallis  
11/30/2023  
Date

DocuSigned by:  
  
\_\_\_\_\_  
Benton County Health Department Director  
12/06/2023  
Date

Reviewed as to form:  
Vance M. Croney 11-29-2023  
Benton County Counsel

See previous

Benton County Counsel

Date

<b>First Christian Church</b>		
<b>Contact</b>	<b>Information</b>	<b>Notes</b>
Senior Minister: Matt Gordon	541-829-3003 <a href="mailto:matt@heartofcorvallis.org">matt@heartofcorvallis.org</a>	- Updates to and from Church
Office Manager: Becca Bedell	541-753-2671 <a href="mailto:becca@heartofcorvallis.org">becca@heartofcorvallis.org</a> 9AM-2PM, M-TH	- BCHR first point of contact - Receives monthly security payment. - Call to report emergency and non-emergency maintenance Issues.
First Christian Church Treasurer	<a href="mailto:treasurer@heartofcorvallis.org">treasurer@heartofcorvallis.org</a>	

<b>Benton County Health Department - Harm Reduction Program</b>		
<b>Contact</b>	<b>Information</b>	<b>Notes</b>
Chris Gray, Harm Reduction Outreach Worker	Cell: 541-740-0405 <a href="mailto:chris.gray@bentoncountyor.gov">chris.gray@bentoncountyor.gov</a>	Please contact Chris for: <ul style="list-style-type: none"> <li>- Maintenance issues, concerns, or questions</li> <li>- Security concerns</li> </ul>
Sara Hartstein, Interim Public Health Director	Office: 541-766-6250 Cell: 541-760-3400 <a href="mailto:sara.hartstein@bentoncountyor.gov">sara.hartstein@bentoncountyor.gov</a>	Please contact Sara for: <ul style="list-style-type: none"> <li>- Unresolved maintenance issues, concerns, or questions</li> <li>- Unresolved security concerns</li> </ul>
Jennifer Fenn	<a href="mailto:BCpayables@bentoncountyor.gov">BCpayables@bentoncountyor.gov</a>	Financial Point of Contact <ul style="list-style-type: none"> <li>- Pays monthly security payment</li> </ul>