

Memorandum of Understanding Between the C.H.A.N.C.E. Lincoln City's Warming Shelter Program and First Baptist Church of Lincoln City, Oregon

This agreement is made and entered into between the C.H.A.N.C.E. Lincoln City's Warming Shelter Program [hereinafter the "Warming Shelter Program"] and First Baptist Church of Lincoln City [hereinafter "First Baptist Church"] [collectively the "Parties"] to establish terms of use of the Church when weather conditions warrant the opening of the Warming Shelter. It is understood and agreed between the Parties that this is a secondary use of the Property only. The primary use is and shall continue to be the worship, pastoral, and outreach activities of First Baptist Church. This Memorandum of Understanding [MOU] creates a license, terminable by First Baptist Church at its discretion, for the Warming Shelter Program to operate at the First Baptist Church Property.

The Warming Shelter Program agrees that it shall exercise reasonable care in the conduct of its activities on First Baptist Church Property and further agrees to replace or reimburse First Baptist Church for any items, material, equipment or supplies that may be used by the Warming Shelter program in the conduct of its sheltering activities on First Baptist Church Property, except to the extent First Baptist Church elects to donate such items.

The Warming Shelter program will notify First Baptist Church of the need to open the Warming Shelter with as much notice as possible. Contact information between the Parties shall be maintained in a separate appendix and is considered confidential information and is not subject to public disclosure.

First Baptist Church agrees to open their building located at 1333 NW 17th St, Lincoln City, OR 97367 to provide shelter and assistance to homeless individuals when weather conditions create a need to provide a warm environment to prevent injury to the homeless. First Baptist Church has a capacity to accommodate approximately 22 people inside the building.

First Baptist Church understands that their organization will be responsible for opening the building and developing procedures for making the building accessible, including rest rooms and an area for the Warming Shelter program volunteers. Furthermore, the Warming Shelter program will provide a minimum of (2) overnight security staff that are awake at all times to watch shelter guests during the time the facility is used as a Warming Shelter site. The Warming Shelter program will open when the night time low temperature reaches 40 degrees and below and/or gusts or sustained winds of 50mph or higher. On nights the warming shelter program is open, check in time stops at 10pm. The Warming Shelter shall provide the Fire Marshall with the number of people, ages and genders of those staying via e-mail to fulrich@nlfr.org as well as provide an alert to First Baptist Church that the warming shelter will be open via e-mail to firstbaptistchurchlincolncity@gmail.com. The Warming Shelter program hours of operation are 6pm to 8am the following morning and the Warming Shelter

program staff and/ or volunteers are responsible for the clean-up and replacing necessary furniture for church functions.

The Warming Shelter program will be responsible for replacing, restoring or repairing damage occasioned by its use of any building, facilities or equipment belonging to First Baptist Church.

The Warming shelter program is willing to pay an agreed monetary amount each month to First Baptist Church to use as a shelter site to help ease the burden of increased utilities and used space.

Requests for interviews or information submitted re: the Warming Shelter Program shall be directed to the Executive Director of CHANCE.

The Warming Shelter program will make every effort to recognize the hospitality of First Baptist Church in any press or media releases pertaining to the sheltering of guests.

Nothing in this MOU is intended to conflict with current laws or regulations of the United States of America, State of Oregon or local government. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

This MOU shall become effective on December 17th, 2019 and may be modified upon mutual written consent of the Parties.

The terms of this MOU, as modified with the consent of the Parties, shall be self-renewable for a period of five (5) years from the end date of the MOU unless written termination is given by either Party. Either Party, upon sixty (60) days written notice to the other Party, may terminate this MOU.

The terms of this MOU, as modified with the consent of the Parties, AND NOW, this 17 day of December 2019, the Parties hereby acknowledge the foregoing as the terms and conditions of their understanding.



Jeff Blackford, Executive Director
C.H.A.N.C.E.
Lincoln City's Warming Shelter Program

December 17, 2019
Date

/S/ JOSHUA D. ZANTELO

Joshua D. Zantello, Moderator

First Baptist Church of Lincoln City

DECEMBER 21, 2019

Date

The C.H.A.N.C.E. Lincoln City's Warming Shelter Program

Memorandum of Understanding Parties Contact Information Confidential – Not for Public Disclosure

C.H.A.N.C.E.
Lincoln City's Warming Shelter Program
Address: P.O Box 198, Lincoln City, OR 97367
E-mail: info@chancerecovery.org

Executive Director: Jeff Blackford Email: jblackford@chancerecovery.org Phone: 541-921-7592
Alternate: Amanda Cherryholmes Email: acherryholmes@chancerecovery.org Phone: 541-264-0457

Approximate Number of Shelter Clients at this site: 22 inside the building
Approximate Number of Volunteer Staff at this site: min. 2 or more persons per shift(s)

Operations on site include:

- Set-up Shift (beginning NLT 4:00pm)
- Intake / Registration of Guests
- 4 shifts, evening/ overnight
- Food Shifts (dinner, breakfast/ lunch)
- Breakdown Shift (closing of shelter @ 8am, breakdown by 7am)

C.H.A.N.C.E. Lincoln City's Warming Shelter Program has in place an "Operations Manual" along with confidentiality forms for volunteers, safety rules and procedures for both shelter guests and volunteers.

Tsunami Emergency: Exit church facilities and proceed to the assembly area at the Community Center (4 blocks from church location).

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Host Facility: First Baptist Church of Lincoln City
Address: 1333 NW 17th Street, Lincoln City, OR 97367
Phone: (541) 994-2018 Email: firstbaptistchurchlincolncity@gmail.com
Occupancy Capacity Inside building: 22 shelter guests

Contact Person(s)

1st Name: Joshua Zantello Address: 2941 NW U.S 101, Lincoln City, OR
Email: joshua@aezlawoffice.com Phone: 541-994-7350

2nd Name: Pastor John Kendall Address: 1333 NW 17th Street, Lincoln City, OR 97367
Email: flyfsh@gmail.com Phone: 541-996-4045

3rd Name: Amanda Cherryholmes Address: 125 SE Mast Ave #55, Lincoln City, OR 97367
Email: pookie5734@gmail.com Phone: 541-264-0457