

FAC Sweet Home Managed Outreach and Community Resource Facility
Memorandum of Understanding
Between
Family Assistance & Resource Center Group and the City of Sweet Home

I. INTRODUCTION

This Memorandum of Understanding (“Memorandum”), dated the ____ of _____, 2025, between **Family Assistance & Resource Center Group** (“FAC”), a non-profit organization represented by Kandyce Stirman, Executive Director; and the **City of Sweet Home** (“City”), represented by Jason Ogden, City Manager Pro Tem, collectively referred to as “the Parties.”

II. PREAMBLES

WHEREAS, **FAC** is a non-profit organization established with the goal of FAC's mission to establish trust and inspire hope by providing access to resources, services, and education to those who are experiencing homelessness and housing instability. FAC provides a mobile crisis intervention unit that responds to non-criminal situations including substance abuse, mental and emotional crisis, disorientation, welfare check, and dispute facilitation - providing checkups, brief intervention, and transport to services needed. FAC provides low barrier housing solutions and equity for this highly marginalized and vulnerable Linn County population; and

WHEREAS, FAC is a non-profit organization, qualified under Section 501(c)(3) of the United States Internal Revenue Code and duly registered in the United States; and

WHEREAS, the City of Sweet Home is an Oregon municipal corporation; and

WHEREAS, this Agreement has as its objective the collaboration and participation of both organizations to provide low barrier housing solutions and equity for this highly marginalized and vulnerable Linn County population, and for this reason, this agreement facilitates the establishment of channels of communication that permit the creation and interchange of information, as well as technical, financial and institutional collaboration in the area of low barrier housing; and

WHEREAS, the missions of the Parties are complementary;

THEREFORE, the Parties wish to continue working together and in compliance with the following clauses.

III. GOAL

Community cooperation and coordination to provide unhoused, housing, and resources solutions for the City of Sweet Home.

IV. AREAS OF COLLABORATION

FAC and City shall learn and build resources to house the marginalized and vulnerable unsheltered community. This includes the sharing of knowledge and lessons learned, organizational development and stability, sustainable finance, and housing initiatives.

This can include sustainable strategies as well as communications that will build public awareness and support for the unhoused and community services.

V. RESPONSIBILITIES OF FAC

FAC will work with City to establish a 7-member Policy Board that reports directly to the FAC Board of Directors. The Policy Board will establish mutually amenable methods of coordination which will create, implement, monitor, and evaluate policies, procedures, and work plans for the FAC Sweet Home Managed Outreach and Community Resource Facility. Membership of the Policy Board shall include: a Sweet Home City Council member and the Sweet Home Police Chief or designee; and may include: a Sweet Home Business Owner, an unhoused member, an unhoused advocate, member with a health care background, and a Sweet Home community member.

FAC shall work with partners and care providers, with the purpose of arranging on site care for clients (which hereinafter includes guests in its meaning).

FAC shall endeavor to connect clients with state, federal, and local programs to empower clients to transition out of homelessness. FAC shall operate the facility with the goal of transitioning each client to permanent housing.

FAC shall assist clients to develop an individual healthy lifestyle plan to exit being unsheltered and regularly review client progress toward the plan.

FAC shall provide quarterly reports to the City entailing the following information: Clients entered, clients exited, services offered, client number, total hours of service.

FAC shall keep records to facilitate client services and document the needs of unsheltered people in Sweet Home.

FAC shall, at its own expense, maintain standard liability insurance for the site, and standard fire insurance for the Old City Hall Annex building (see Section VI).

FAC shall apply for all necessary permits associated with site work at the facility.

VI. RESPONSIBILITY OF CITY

City shall contribute the "Old City Hall Annex" building to be used by FAC at the facility in perpetuity. FAC shall be responsible for all maintenance, utilities, and other costs associated with the use of the building.

City shall waive all permitting costs and System Development Charges associated with the site.

City shall provide nighttime security (10 PM to 7 AM) for FAC at the following rates:

- Year One: 70% to be covered by City, 30% by FAC
- Year Two: 50% to be covered by City, 50% by FAC
- Year Three: 30% to be covered by City, 70% by FAC

VII. DUE DILIGENCE

The City may request copies of documents to ensure that FAC meets the criteria of a non-profit organization and that FAC meets appropriate standards of capacity, competence, and financial accountability. These documents include but are not limited to the following: a certificate of good standing, a list of the names of all its board members and principal officers, copies of FAC's bylaws and articles of incorporation. FAC agrees to notify the city immediately of any change in FAC's status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against FAC.

VIII. PRINCIPAL CONTACTS

The Principal Contacts for each of the organizations are:

Kandyce Stirman
Executive Director
Family Assistance & Resource Center Group
P.O. Box 714
Lebanon, OR 97355
541-224-7503
executivedirector@facforthehomeless.org

Jason Ogden
City Manager Pro Tem
City of Sweet Home
3225 Main Street
Sweet Home, OR 97386
541-367-8969
jogden@sweethomeor.gov

IX. USE OF INTELLECTUAL PROPERTY

The parties agree that any intellectual property, which is jointly developed through activities covered under this MOU, can be used by either party for non-profit, non-commercial purposes without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOU, but consent will be obtained from the owner of the property before using it for purposes not covered by the MOU.

X. EFFECTIVE DATES, AMENDMENTS, AND TERMINATION

This Memorandum shall take effect upon signing by both Parties and shall remain in effect for a period of three (3) years from that date unless earlier terminated. Neither party may assign or transfer all or any portion of this Memorandum without the prior written consent of the other party. This Memorandum supersedes any existing Memoranda between the Parties.

The Memorandum may be renewed at the end of this period by mutual written agreement by both Parties.

The provisions of this Memorandum may only be amended or waived by mutual written agreement by both Parties.

Any Party may terminate this Memorandum and any related agreement, workplan and budget at any time and for any reason by giving thirty (30) days prior written notice to the other Party; provided, however, that if the FAC or the City fails to perform any of its obligations under this Memorandum, the other party shall have the right to terminate this Memorandum and any related agreement, workplan and budget immediately upon written notice.

The individuals signing this Memorandum on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this Memorandum shall have been duly executed by the entity each represents.

XI. TRANSFER OF FUNDS

The Parties acknowledge and agree that this Memorandum creates some financial or funding obligation with both parties, and that such obligations shall arise upon joint execution of an agreement or workplan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this Memorandum. Such agreements or workplans, and budgets, will be subject to funding being specifically available for the purposes outlined therein. Each Party's funds are further subject to that Party's obligation to expend Party funds solely in accordance with the agreed upon budget and the line items contained therein.

XII. NO JOINT VENTURE

The Parties agree that they are not entering into a Legal Partnership, joint venture, or other such business arrangement, nor is the purpose of the Parties to enter into a commercial undertaking for monetary gain. Neither Party will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

XIII. INDEMNIFICATION AND HOLD HARMLESS

FAC hereby agrees at its sole expense to indemnify and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided under this Agreement by FAC, FAC's agents, subcontractors, and employees to the fullest extent permitted by law; provided, FAC shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.

FAC's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees.

FAC's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the City Attorney, outside contractor costs, court costs, fees for collection, and all other claim-related expenses.

City hereby agrees at its sole expense to indemnify and hold harmless FAC and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided under this Agreement by City, City's agents, subcontractors, and employees to the fullest extent permitted by law; provided, City shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.

City's duty to defend, indemnify, and hold FAC harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of FAC or FAC's agents or employees.

City's duty to defend, indemnify, and hold FAC harmless shall include, as to all claims, demands, losses, and liability to which it applies, FAC's personnel-related costs, reasonable attorneys' fees, outside contractor costs, court costs, fees for collection, and all other claim-related expenses.

FAC and City hereby certify that this indemnification provision was mutually negotiated.

Unless covered by the indemnities contained in this section, neither FAC nor the City shall be liable to the other in any action or claim for consequential, incidental or special damages, or loss of use. Any protection against liability for losses or damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of any protected individual or entity), statute, or otherwise. To the extent permitted by law, any statutory remedies, which are inconsistent with these terms, are waived.

XIV. DISPUTE RESOLUTION

The Parties agree that, in the event of any dispute between the Parties relating to this Agreement, the Parties shall first seek to resolve the dispute through information discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar days, the Parties agree that the dispute will be negotiated between the Parties through mediation if the Parties can agree on a mediator. The costs of mediation shall be shared equally by the parties. Neither Party waives its legal rights to adjudicate this Memorandum in a legal forum.

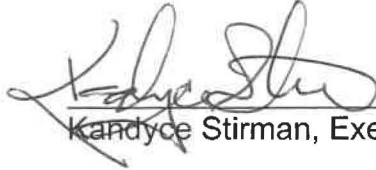
XV. ENTIRETY

This Memorandum, including all annexes, embodies the entire and complete understanding and agreement between the Parties and no amendment will be effective unless signed by both Parties.

XVI. TIME

Time is of the essence of this Memorandum and every term, covenant, and condition therein contained.

FAC



Kandyce Stirman, Executive Director

2/28/2025
Date

City of Sweet Home

Cecily Pretty, City Manager Pro Tem

Date