

THIS MEMORANDUM OF UNDERSTANDING dated _____, 2024.

BETWEEN:

THE CORPORATION OF THE TOWN OF GEORGINA

(the “**Town**”)

and

GEORGINA COMMUNITY FOOD PANTRY

(the “**Food Pantry**”)

RECITALS:

- A. The Food Pantry’s objective is to enhance the availability of food resources, alleviate hunger, and strengthen the community’s well-being through the installation and maintenance of a Community Fridge, as hereinafter defined.
- B. The Town has agreed to permit the Food Pantry to install a Community Fridge and related structures (the “**Community Fridge**”) on the Town’s property shown on Schedule A for the purpose of promoting community solidarity, reducing food waste, and enhancing access to fresh and nutritious food for residents of Georgina.
- C. The Parties acknowledge the importance of collaboration among various stakeholders, including community organizations, volunteers, and local businesses, to successfully implement and sustain the Community Fridge initiative.

The parties agree:

1. OBLIGATIONS OF THE TOWN

1.1 The Town shall:

- (a) provide a suitable location on its lands for the continued operation of the Community Fridge, as shown on Schedule A hereto;
- (b) provide electricity for the operation of the Community Fridge;
- (c) relocate the Community Fridge, should the Town deem it necessary to do so.

2. OBLIGATIONS OF THE FOOD PANTRY

- 2.1 The Food Pantry shall be responsible for the regular maintenance, cleaning, and all necessary safety checks of the Community Fridge. The Food Pantry shall ensure that the contents of the Community Fridge are monitored, and that expired or spoiled items are promptly removed.
- 2.2 The Food Pantry shall adhere to all relevant health and safety regulations when stocking the Community Fridge to ensure that only safe and suitable food items are placed inside.
- 2.3 The Food Pantry shall be responsible for all costs related to the procurement, installation and ongoing maintenance of the Community Fridge.
- 2.4 The Food Pantry shall ensure that a label substantially in the form set out in Schedule B is affixed to the Community Fridge.

3. OWNERSHIP

- 3.1 The Parties acknowledge that although the Community Fridge is installed on property owned by the Town, the Food Pantry owns the Community Fridge itself.

4. TERM AND TERMINATION

- 4.1 The term of this Memorandum of Understanding (“**MOU**”) shall be 60 months, commencing on the effective date. By mutual agreement in writing the parties may further extend the term of this MOU for successive five-year periods (each a “**Renewal Term**”), provided that the extended MOU governing such further Renewal Term is executed by both parties at least sixty (60) days prior to the end of the then-current Renewal Term.
- 4.2 The Town may terminate this MOU for any reason upon no less than forty-five (45) days' written notice to the Food Pantry.
- 4.3 If this MOU is not renewed or is terminated by the Town prior to the end of any Renewal Term, the Food Pantry shall remove the Community Fridge immediately.

5. SAFETY CONCERNS AND TERMINATION

- 5.1 If, at any time during any Renewal Term, either party becomes aware of safety concerns related to the community fridge, its operation, or its location, that party shall immediately notify the other party in writing, specifying the nature of the safety concerns.
- 5.2 Upon receipt of such notification, both parties shall promptly convene to assess the safety concerns and, if necessary, develop a plan to mitigate or address them in a timely manner. In the event that the safety concerns cannot be adequately resolved or mitigated to the satisfaction of both parties, either party may terminate this MOU upon 7 days' written notice to the other party.
- 5.3 In the event of termination under this clause, the parties shall cooperate to ensure the safe removal of the community fridge and any associated infrastructure from the Town's property.

6. CONFIDENTIALITY

- 6.1 The Food Pantry shall maintain the confidentiality of and shall not, except as required in order to carry out the Services, at any time during or following the term of this MOU, use, disclose, release, or permit the disclosure or release of any information disclosed by the Town or any information communicated to or acquired by the Food Pantry during the course of providing the Services, without obtaining the prior written consent of the Town.
- 6.2 The Food Pantry acknowledges that any information collected by it or exchanged with the Town pursuant to this Agreement is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).

7. INSURANCE

- 7.1 The Food Pantry shall obtain, maintain, pay for, and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and satisfactory to the Town.
- 7.2 The Food Pantry shall provide the following insurance coverage:

(a) Commercial General Liability Insurance

Commercial General Liability insurance must include the Town as an Additional Insured, with limits of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use; The Commercial General Liability (CGL) insurance shall include Cross Liability & Severability of Interest Clauses and Standard Non-Owned Automobile endorsement including standard contractual liability coverage.

The Town may accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL coverage noted above.

(b) Automobile Liability Insurance

Standard owner's form automobile liability insurance in respect of licensed vehicles must have limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive per occurrence for third-party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Food Pantry.

(c) "Broad Form" All Risk Property Insurance

Broad Form All Risk Property insurance must be in an amount equal to the full replacement cost of all property in the care, custody or control of the Food Pantry. The policy shall not allow subrogation claims by the Insurer against the Town.

(d) General Insurance Provisions

All policies shall be endorsed to provide the Town with not less than 30 Days' written notice of cancellation.

Prior to the execution of the MOU and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Food Pantry shall promptly provide the Town with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Agreement.

8. INDEMNIFICATION

8.1 The Food Pantry shall indemnify, hold harmless and defend the Town, its Council members, employees, invitees and contractors, from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Town, and against all losses, liabilities, judgments, claims, suits, demands or expenses which the Town may sustain, suffer or be put, to arising out of the Food Pantry's omissions, or failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required to be performed by the Food Pantry under this MOU.

8.2 The Town shall indemnify, hold harmless and defend the Food Pantry, its Officers, Directors, employees, invitees and contractors, from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Food Pantry, and against all losses, liabilities, judgments, claims, suits, demands or expenses which the Food Pantry may sustain, suffer or be put to, arising out of the Town's omissions, or failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required to be performed by the Town under this MOU.

9. NATURE OF RELATIONSHIP

9.1 Nothing in this MOU will be construed so as to imply a partnership or joint venture between the parties. It is agreed that the parties are independent and that no partnership or joint venture of any kind is intended between the parties. The Food Pantry shall have no power to bind the Town or to assume or create any obligation, express or implied, on behalf of the Town.

10. COMPLIANCE

10.1 The Food Pantry shall comply with all legislation, regulations, bylaws, rules, orders or other requirements enacted or imposed by federal, provincial, municipal or other government bodies, agencies, tribunals or other authorities that may be applicable, including any health and safety measures or other measures required by the Town to protect its property.

11. NOTICE

11.1 Any notice required to be given or served on either party under this MOU must be in writing and delivered personally, electronically, or by prepaid registered mail, addressed to the Town or the Food Pantry respectively as set out below. Service of notice is effective on the next business day following the date of personal delivery or electronic delivery or in the case of a registered letter, on the third business day following the date of mailing.

to the Town at: The Corporation of the Town of Georgina
26557 Civic Centre Road, R.R. #2
Keswick, Ontario L4P 3G1
Attention: Steve Lee-Young

Email address: sleeyoung@georgina.ca

to the Food Pantry at: Georgina Community Food Pantry
20849 Dalton Road
Sutton West, Ontario L0G 1R0
Attention: Cesar Caneo

Email address: cesar@georginafoodpantry.com

or to such other addresses as either party may designate by written notice to the other party.

12. GENERAL PROVISIONS

12.1 This MOU is governed by the laws of Ontario and the applicable laws of Canada.

12.2 Any provision of this MOU held to be invalid, void, illegal or unenforceable is ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality or enforceability of the remaining provisions of this MOU.

12.3 This MOU constitutes the entire agreement between the parties pertaining to the subject matter of this MOU and supersedes any and all prior agreements, undertakings, negotiations and discussions, whether oral or written, pertaining to the subject matter of this MOU.

12.4 This MOU may be executed in any number of counterparts, each of which will be deemed to be an original but all of which taken together constitute an original agreement and will be effective when one or more counterparts have been signed by each of the parties to the MOU and delivered to each of the parties.

12.5 The parties may sign this MOU by electronic transmission and an electronic copy has the same legally binding effect as an original.

12.6 Schedules A and B form part of this MOU.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals, effective as of the date first above written.

THE CORPORATION OF THE TOWN OF GEORGINA

Name: Margaret Quirk
Title: Mayor

Name: Rachel Dillabough
Title: Town Clerk

We have the authority to bind the Corporation.

GEORGINA COMMUNITY FOOD PANTRY

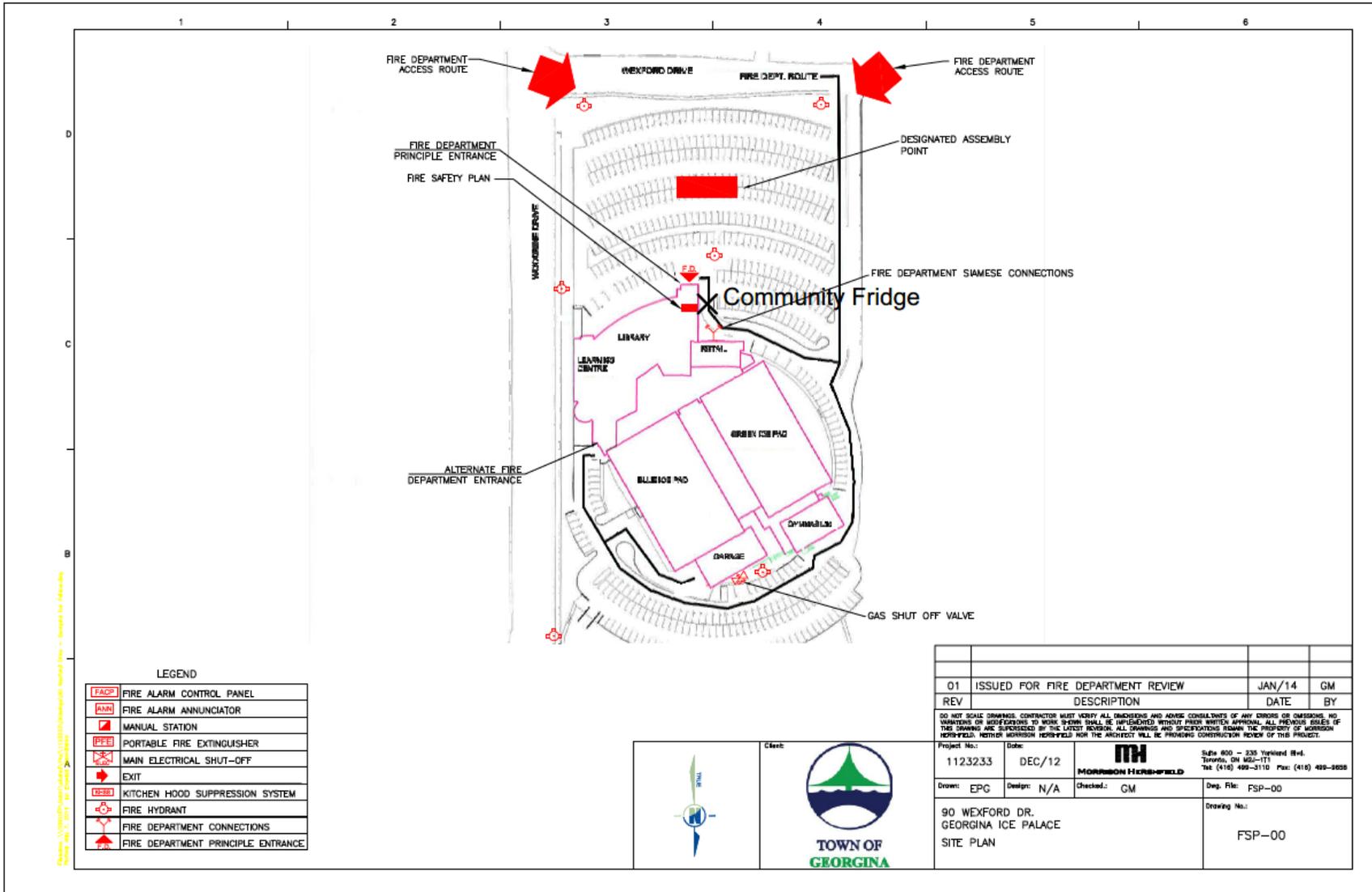
Name:
Title:

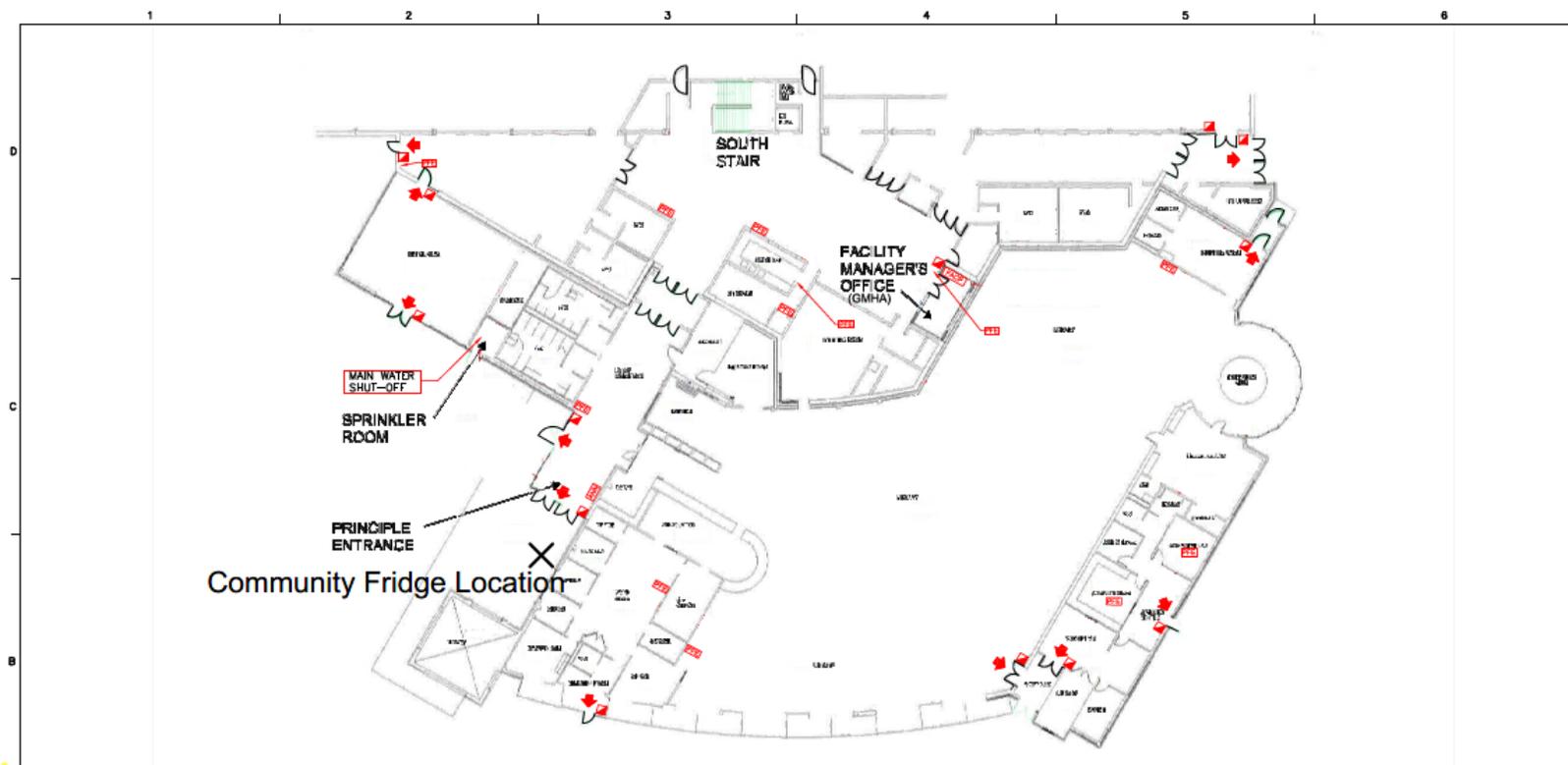
Name:
Title:

I/we have the authority to bind the Corporation.

Schedule A

Community Fridge Location





LEGEND

	FIRE ALARM CONTROL PANEL
	FIRE ALARM ANNUNCIATOR
	MANUAL STATION
	PORTABLE FIRE EXTINGUISHER
	MAIN ELECTRICAL SHUT-OFF
	EXIT
	KITCHEN HOOD SUPPRESSION SYSTEM
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTIONS
	FIRE DEPARTMENT PRINCIPLE ENTRANCE

Drawing: C:\DWG\110323\110323\110323\FSP-01.dwg - Design by: EPG
 Project number: 110323 - FSP - 110323



01 ISSUED FOR FIRE DEPARTMENT REVIEW		JAN/14	GM
REV	DESCRIPTION	DATE	BY
<small>DO NOT SCALE DRAWING. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ASIAN CONSULTANTS OF ANY DESIGN OR DIMENSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK IS TO BE IMPLEMENTED WITHOUT PRIOR WRITTEN APPROVAL. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THIS LATEST REVISION. ALL DIMENSIONS AND SPECIFICATIONS SHOWN THE PROPERTY OF MORRISON HERZBERG. NEITHER MORRISON HERZBERG NOR THE ARCHITECT WILL BE PROVIDING CONSTRUCTION REVIEW OF THIS PROJECT.</small>			
Project No.: 1123233	Date: DEC/12		Suite 800 - 335 Yorkland Blvd. Toronto, ON M2H-1T1 Tel: (416) 468-3110 Fax: (416) 468-3055
Drawn: EPG	Design: N/A	Checked: GM	Dep. File: FSP-01
90 WEXFORD DR. GEORGINA ICE PALACE GROUND FLOOR SOUTH			Drawing No.: FSP-01

Schedule B

This equipment is the property of
The Georgina Community Food Pantry

DO NOT MOVE OR REMOVE THIS EQUIPMENT
WITHOUT CONSULTING THE FOOD PANTRY

Contact the Food Pantry at:

XXX XXX XXXX

This equipment was installed on

XXXX-XX-XX