

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTRY ROADS
COMMUNITY HEALTH
CENTRE
and the
TOWNSHIP OF RIDEAU LAKES
and the
PORTLAND UNITED CHURCH
and the
ELGIN-PORTLAND PASTORAL CHARGE

September 2024

Purpose

The Purpose of this Memorandum of Understanding (MOU) is to outline the roles and responsibilities of Country Roads Community Health Centre (CRCHC), Township of Rideau Lakes, Portland United Church, and Elgin- Portland Pastoral Charge regarding the Portland Food Bank and Community Clothing Co-operative at the Country Roads Community Health Centre – Portland location.

Service Description

The Country Roads Community Health Centre will provide a space (Meeting Room 101 – [Appendix A](#)) to the Portland Food Bank and Community Clothing Co-operative.

The Portland Food Bank and the Community Clothing Co-operative are to remain as independent organizations and responsible for operations, managing donations, fundraising, supplies and volunteers.

The following are the mission statements of the Partners:

- Portland Food Bank: “Provide food to those in need across the Portland area”
- Community Clothing Cooperative: “Provide good used clothing to those in need residing in Elgin/Portland and surrounding areas”
- CRCHC: “We strive for healthier communities by working with our residents and health system partners to deliver high quality health and community-based programs and services”

Any change in the Portland Food Bank or Community Clothing Cooperative organizational structure and/or mission statement must be discussed with CRCHC. In the event of the Portland Food Bank or Community Clothing Cooperative dissolution, CRCHC would be given the opportunity to assume responsibility for the service. If CRCHC were to assume the service, the equipment, inventory and shelving and storage solutions would become the property of CRCHC. CRCHC reserves the right to offer any on-site service that meets their mission statement.

The Portland Food Bank will operate 2 days per month (1st Tuesday 9:00am – 1:00pm and 3rd Tuesday – 10:00am to 3:00pm).

The Community Clothing Co-operative will operate 3 days per week [Wednesday and Friday (1:00pm -3:00pm) and Saturday (10:00am to 12:00pm)].

Any change in Portland Food Bank or Community Clothing Co-operative schedule must be discussed with CRCHC.

Service Location

The Portland Food Bank and the Community Clothing Co-operative will be located at CRCHC – Portland location (4319 Cove Road).

Differences in Mandate

Partner agencies have different mandates, philosophies and legislative powers that are integral to the ability of each agency to deliver their services. It is not necessary for us to overcome all these differences to work together. In many cases, our different capabilities and experiences can act as a resource to each other. We will continue to work in a collaborative and cooperative manner and will value and respect our differences.

Roles and Responsibilities

To facilitate the coordination of service and seamless, transparent processes the roles and responsibilities of each partner are outlined below:

- CRCHC will provide a space to locate the Portland Food Bank and Community Clothing Co-operative. CRCHC will be responsible for utilities, property taxes, cleaning and routine maintenance. Maintenance requests will be submitted to the Manager of Finance & Administration. Portland Food Bank and Community Clothing Co-operative will be responsible for the repair or replacement of shelving, equipment, and storage solutions.
- Portland United Church will be responsible for the operation, including volunteers, of the Food Bank.
- Elgin-Portland Pastoral Charge will be responsible for the operation, including volunteers, for the Community Clothing Co- operative.
- CRCHC Social Prescribing Team will be able to access resources from the Food Bank and Community Clothing Co-operative through an agreed upon process.
- Township of Rideau Lakes to provide meeting and group programming space at all township owned facilities, at no cost, based on availability.
- Heated storage space for non-perishable food and clothing items will be provided by the Township of Rideau Lakes to CRCHC, Portland United Church or Elgin-Portland Pastoral Charge at no cost. Size of storage space and availability to be agreed upon between Partners.
- The Township of Rideau Lakes will provide access to an assigned person(s) from the Portland Food Bank and Community Clothing Co-operative to the storage space.
- If assistance is required for transportation large loads to storage and/or the transfer station, the Manager of Finance & Administration will submit a request to the Township of Rideau Lakes and an arrangement will be made as Township organizational resources allow.
- The Township of Rideau Lakes will be responsible for future costs associated with security, accessibility, fire code and/or building code associated with the Portland Food Bank and Community Clothing Co- operative transition that were not identified as part of the planning process.
- The Township of Rideau Lakes will provide CRCHC two additional “not- for-profit”

garbage tag per week for the disposal the additional waste generated (total of three “not-for-profit” garbage tags/week). An additional 20 garbage tags will be provided annually to address garbage generated from donations. Up to 5 garbage bags (with tags) will be picked up.

- The Township of Rideau Lakes will endorse the Food Charter for United Counties of Leeds and Grenville and Lanark County.
- Portland United Church and Elgin-Portland Pastoral Charge volunteers are required to complete the CRCHC “External Community Group Orientation Checklist” (ADMIN-10).

Conflict Resolution

Should disputes or disagreements arise, solutions should be sought at the direct, front-line worker/volunteer level as a first step. Should resolution at this level not be successful, a case conference will be convened with the involved parties.

Criminal Background Checks

The Portland United Church and Elgin-Portland Pastoral Charge shall, upon request, provide written confirmation that the volunteers providing the Services have undergone criminal background checks as required by Applicable Law. The Portland United Church and Elgin-Portland Pastoral Charge shall maintain, at its own cost, a record of all valid criminal background checks, including any vulnerable sector screening.

Insurance

The Portland United Church and Elgin-Portland Pastoral Charge covenants to keep the CRCHC indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the premises or the subletting or assignment of same or any part thereof by the Portland United Church and Elgin-Portland Pastoral Charge, its officers, agents, volunteers, servants, employees, contractors, clients/customers, invitees or licensees. The Portland United Church and

Elgin-Portland Pastoral Charge further covenants to indemnify the CRCHC with respect to any encumbrance on or damage to the premises occasioned by or arising from the act, default, or negligence of the Portland United Church and Elgin-Portland Pastoral Charge, its officers, agents, volunteers, servants, employees, contractors, clients/customers, invitees or licensees. The Portland United Church and Elgin-Portland Pastoral Charge acknowledges and covenants that this indemnity shall survive the termination of this lease notwithstanding any provisions of this lease to the contrary.

Upon request, the Portland United Church and Elgin-Portland Pastoral Charge shall provide proof to the CRCHC (by providing the CRCHC with a copy of the policy) confirming the Portland United Church and Elgin-Portland Pastoral Charge has in place, at the Portland United Church and Elgin-Portland Pastoral Charge's own expense:

- a. Insurance in its name insuring against the risk of damage to the Portland United Church and Elgin-Portland Pastoral Charge 's property within the premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Portland United Church and Elgin-Portland Pastoral Charge's stock-in-trade, equipment, Trade Fixtures, decorations and improvements
- b. A general public liability insurance with respect to the demised premises, providing coverage in an amount satisfactory to the CRCHC, acting reasonably, and in any event in an amount not less than Five Million Dollars (\$5,000,000.00)
- c. for bodily injury and for property damage CRCHC shall be a named insured and the policy shall include a cross-liability endorsement.;
- d. Be primary and be fully exhausted before calling into contribution any insurance available to the CRCHC; and
- e. The insurance policy shall contain an agreement by the insurer to the effect that the insurer will not cancel or alter or refuse to renew such policy prior to its expiration, whether because of non-payment of premium, non-fulfillment of condition or otherwise, except after 30 days prior written notice to the CRCHC.

Duration of the Memorandum of Understanding

This Memorandum of Understanding will be in place from September 1, 2024, to August 31, 2027.

Either party may terminate this Agreement at any time, without fault and without liability, with 60 days written notice to the other Party. In the event that this Agreement is terminated for any reason, CRCHC shall not be liable for any costs, damages or claims related to the

termination, and the Partner(s) hereby irrevocably waives any right to make a claim against the CRCHC in the event of termination and its indemnity provided in this Agreement shall continue in effect as if this Agreement were not terminated.

Infection Control Protocols

Portland United Church and Elgin-Portland Pastoral Charge shall adhere to CRCHC's infection control protocols (including COVID-19), as updated from time to time, when entering CRCHC sites during the duration of the MOU.

I hereby confirm that the content of this Memorandum of Understanding has been read and agreed upon.

On behalf of Country Roads Community Health Centre:

Kerri Choffe
Executive Director

Date

Gary Dickson
Board Chair

Date

On behalf of Township of Rideau Lakes:

Arie Hoogenboom
Mayor

Date

Mary Ellen Truelove
Clerk

Date

On behalf of Portland United Church:

Katy Gibson
Council Chair

Date

On behalf of Elgin-Portland Pastoral Charge:

Clint Halladay
Board Chair

Date

Appendix A - Location of Portland Food Bank & Community Clothing Co-operative Space

