



**MEMORANDUM OF UNDERSTANDING**

***between***

**THE JIMMY PRATT MEMORIAL OUTREACH CENTRE INC.**

***and***

**GEORGE STREET UNITED CHURCH**

***for***

**Continuation of the current arrangement utilization of the shared agreement for space, services and support.**

***at***

**GEORGE STREET UNITED CHURCH**

This Memorandum of Understanding (the *“MOU”*) is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between:

George Street United Church here after referred to as (GSUC) and the Jimmy Pratt Memorial Outreach Centre Inc. hereafter referred to as (JPMOC,) in consideration of the services set forth herein and for other consideration hereby acknowledged, the parties hereby agree to the following:

1. GSUC agrees that the JPMOC shall be permitted to occupy and use a portion of the premises for the purposes of program administration and outreach ministries, subject to the terms and conditions set forth in this MOU.
2. GSUC agrees to continue to provide space and services based on the arrangement and monthly costs currently provided to the JPMOC.
3. As long as the JPMOC occupies the premises, they shall pay to GSUC on the last day of each calendar month the amount of $4,000.00 per month with respect to the premises as the “Monthly Allocable Maintenance Fee” ( see appendix “A”).
4. Salary for Operations Manager- Programs Coordinators will be cost shared as outlined in appendix “B” below.
5. The term of this MOU shall remain in effect no fewer than 12 months from the date of signing and may be renewed if mutually agreed to by both parties. The current fees may be adjusted after the initial twelve months based on changes in operating expenses, common area maintenance charges and similar items. Any changes will require mutual agreement.
6. If a party wishes to increase or decrease the space allocation in the facility and the services currently provided pursuant to this agreement, then both parties will negotiate in good faith with respect to such increase or decrease and the adjustment to the Monthly Maintenance fees.
7. This MOU shall terminate upon a mutually agreed upon date and time or with ninety (90) days written notification by either party.
8. The JPMOC will indemnify and hold harmless GSUC and its respective Staff, Church Council Members and Volunteers from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses imposed upon or incurred by or asserted against any one or more of the Indemnitees by reason of (a) any accident, injury or death of persons, (b) and failure on the part of GSUC to comply with any terms of this MOU, (c) any liabilities, obligations, claims, penalties, causes of action, costs and expenses due to the Tennant’s use and occupancy of the premises.
9. The parties acknowledge that the Tennant maintains and will continue to maintain Public Liability and Tennant’s insurance coverage for all Tennant Employees and Patrons who occupy the premises for the duration of the term of this MOU.
10. JPMOC acknowledges liability regarding any part of the building including the internal climate control, security code pads, and utility systems requiring repair or replacement as a result of the fault or negligence of the JPMOC or its invitees, its licensees or staff. This includes consequential injury, loss or damage including costs associated with repair or replacement.
11. All notices given in connection with this Agreement shall be in writing and such notices shall be deemed to be complete if hand delivered or sent by registered mail to the addresses as identified on page 1 of this MOU.
12. This MOU may be amended or supplemented at any time provided that such amendment or supplement shall be made in writing and signed by each of the parties hereto.
13. This MOU shall be binding upon, and shall inure to the benefits of, the parties hereto and their respective successors and permitted assigns. This MOU and the rights, duties, obligations and privileges hereunder may not be assigned by either party without prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first written above.

For George Street United Church: ) Jimmy Pratt Memorial Outreach Centre Inc.

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Name ) Name

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Capacity ) Capacity

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Date ) Date

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Witness ) Witness

**Appendix “A”**

**MONTHLY ALLOCABLE RENT**

Facilities $ 1,200.00

Utilities: $ 800.00

Common Area Maintenance: $ 500.00

Maintenance – Caretaker $ 1,500.00

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**TOTAL MONTHLY ALLOCABLE RENT: $ 4,000.00**

**Appendix “B”**

**Operations Manager (Programs Coordinator)**

Contract Position - Without Benefits

This is a revised position as per the attached contract description. The contract is for a 12-month period with the option for renewal based on agreement with all parties (see attached).

Cost shared breakdown:

Jimmy Pratt Memorial Outreach Centre $ 15,000.00

George St. United Church $ 8,000.00

**Total $ 23,000.00**