

MEMORANDUM OF UNDERSTANDING

Between:

Parkland Airshed Management Zone
("PAMZ")

– and –

Lacombe County
(the "County")

Background

- A. PAMZ and the County both recognize the importance of co-operation in general and in particular with regard to projects and developments which affect both parties. In that spirit of co-operation, PAMZ and the County have agreed to work cooperatively to undertake an idle-free pilot project.
- B. Both parties wish to clearly set out their respective roles and responsibilities with regard to the project through the use of a Memorandum of Understanding (MOU).

PAMZ and the County therefore agree as follows:

PAMZ will assist the County in creating and delivering a program aimed at reducing idling within the Lacombe County fleet of vehicles and equipment.

1. County support

Staff

- Dedicated staff time to assist in project development and delivery including, but not limited to:
 - Council and municipal staff endorsement
 - Identification of a dedicated working team
 - Commitment to meet and work with the PAMZ team
 - Conduct research, including a fleet audit
 - Manage pre and post project survey
 - Recruit needed resources and volunteers when necessary

Development of Resources

- Create an action that outlines goals, strategies and outcomes
- Design the pre and post survey and analyze results
- Manage an in-house staff survey regarding perceptions, attitudes and behaviours associated with anti-idling
- Collate data from in-house survey
- Analyse and write a report regarding data collection and findings from Lacombe County in-house survey

- Allow PAMZ to share locally-produced sticker designs, key messages, ideas, etc. with other municipalities to use

Financial Assistance

- The County will conduct a fleet audit to include:
 - An audit of our entire fleet's fuel consumption
 - An audit of our entire machinery fuel consumption
 - Recommendations for improvement programs
 - Comparison of our fleet with best practice fuel efficiency vehicles on the market
 - Comparison of our machinery/equipment with best practice fuel efficiency equipment/machinery on the market
 - A discussion on how the fleet is currently used and ways we could use our fleet more efficiently
 - A discussion on how our equipment/machinery is currently used and ways we could use it more efficiently
- The County will conduct a pre and post survey to include:
 - Design the pre and post survey and analyze results
 - Analyze and write a report regarding data collection and findings from Lacombe County in-house survey

Communication

- Council and municipal staff endorsement through the use of media opportunities and resources such as the County Newspaper and staff newsletter
- The County will allow PAMZ to use municipal case study in PAMZ newsletter or annual report
- The County will provide PAMZ with testimonials, if required

2. PAMZ Support

Staff

- Dedicated staff time to assist in project development and delivery including, but not limited to:
 - Commitment to meet and work with the County team
 - Pre-launch workshop
 - Pre and post survey design and analysis
 - Write the post project evaluation
 - Ongoing advice and material resources as needed

Development of resources

- PAMZ will provide some resource support in the form of assistance in the development of resources, and sharing any idle free resources PAMZ has at its disposal
- Design and facilitate the pre-launch workshop to assist in the development of goals, strategy and action plan
- Write (if municipality chooses not to) the post project evaluation

Communication

- PAMZ will provide access to material resource designs
- PAMZ will use municipal case study in PAMZ newsletter, annual report and/or toolkit

Dispute Resolution

3. If there is any dispute arising from the terms of this MOU, the CAO for the County and Chair of PAMZ will meet promptly in an effort to resolve the dispute.

Mediation

4. If the CAO and Chair cannot resolve the dispute within 14 days (or if either party fails or refuses to meet within 14 days) then the parties may decide to refer the matter to mediation. In that event, the parties shall:
 - (a) agree upon the mediation process (including a schedule);
 - (b) select a mediator to co-ordinate the process; and
 - (c) appoint an equal number of representatives to participate in the process.

The costs of the mediator shall be borne equally by the parties.

5. If both parties agree, municipal administration may be used as a resource during the mediation process. All discussions and information related to the mediation process shall be held in confidence until the conclusion of the process and the submission of the mediator's report and recommendations to both parties. The report and recommendations of the mediator shall not be binding on the organizations. If both parties accept the mediator's report, the matter shall be considered resolved.

Arbitration

6. If mediation is not undertaken or the mediator's report is not accepted by both parties then either party may refer the matter to arbitration, which shall be conducted by a single arbitrator in accordance with the *Arbitration Act*.

General

7. The County and PAMZ agree to exchange information and to deliver further documents and to do all other things as may reasonably be required to carry out the true meaning and intent of this Memorandum of Understanding.
8. No amendment to this MOU is effective unless it is in writing signed by both parties.
9. This memorandum shall commence on September 8, 2014 and shall continue for period of one year, with the opportunity of renewal each subsequent year based on assessment of the project.

10. This MOU may only be terminated by a written agreement between the parties.

Executed at Calgary, AB on the 8th day of September, 2014

Parkland Airshed Management Zone

Per: [Signature] PAMZ Executive Director

Per: _____

Executed at Lacombe County on the 18 day of Sept, 2014

Lacombe County

Per: [Signature]

Per: _____