

# MEMORANDUM OF UNDERSTANDING

**Between:**

**Parkland Airshed Management Zone  
("PAMZ")**

– and –

**Sylvan Lake  
(the "Town")**

## **Background**

- A. PAMZ and the Town of Sylvan Lake 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 cooperation, PAMZ and the Town have agreed to work collaboratively to undertake an idle-free pilot project aimed at serving the full community within the Town of Sylvan Lake.
- 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 Town of Sylvan Lake therefore agree as follows:

PAMZ will assist the Town in creating and delivering a program aimed at reducing idling among the citizenry of the Town of Sylvan Lake.

## **1. Town Support**

### **1a. Staff**

- Dedicated staff time to lead the 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 on a regular basis. (minimum quarterly).
  - Conduct research of existing idling within the Town.
  - Recruit needed resources and volunteers, when necessary.
  - Maintain a record of all the financial resources and volunteer and staff hours expended on the project (as required by the grant) and submit to PAMZ on a quarterly basis.
- Commit to implementing and evaluating the project within the timeline prescribed by the grant.

### **1b. Resource Provision**

- Create and implement an action plan that outlines goals, strategies and outcomes.
- Assist PAMZ in overseeing the hiring of consultants to design of the pre and post survey.

- Assist PAMZ in managing the consultants in the implementation and analysis of the community pre and post survey on idling.
- The Town will provide financial resources for advertising and information materials, where needed.
- The Town will assist in the recruitment of partners, volunteers and staff, where needed, to carry out the planning and implementation of the idle free project.
- Council and municipal staff will provide public endorsement of the idle-free project through local and social media.
- The Town will allow PAMZ to use municipal case study and publish the results, for example in the PAMZ newsletter or annual report.
- The Town will allow PAMZ to share locally-produced sticker designs, key messages, ideas, etc. with other municipalities to use.
- The Town will provide PAMZ with testimonials, if required.

## **2. PAMZ Support**

### **2a. Staff**

Dedicated staff time to assist in project development and delivery including, but not limited to:

- Commitment to meet and work with the municipal team.
- Co-design and co-facilitate the pre-launch workshops to assist in the development of goals, strategy and action plan.
- Oversee the hiring of consultants to design of the pre and post survey.
- Manage the consultants in the implementation and analysis of the community pre and post survey on idling.
- Ongoing advice and material resources as needed.
- Write the post project evaluation, with input and review from the Town staff.

### **2b. Resource Provision**

- PAMZ will provide the funding for the pre and post survey costs within the maximum \$19,337.00 budget.
- PAMZ will provide some resource support in the form of assistance in the development of resources and the sharing of any idle free resources PAMZ has at its disposal.
- PAMZ will provide access to material resource designs.
- PAMZ will assist, where necessary, with in-kind copying and design support. PAMZ will use the municipal case study in PAMZ newsletter, annual report and/or toolkit.

## **3. Dispute Resolution**

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

## **4. Mediation**

- 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.
- 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.

**5. General**

- The Town 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.
- No amendment to this MOU is effective unless it is in writing signed by both parties.
- This memorandum shall commence on **February 01, 2015** and shall continue for a period of one year, with the opportunity of renewal each subsequent year based on an assessment of the project.

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

Executed at the Town of Sylvan Lake on \_\_\_\_\_ the \_\_\_\_\_ day of 2015.

**Parkland Airshed Management Zone**

Printed name \_\_\_\_\_ Signature: \_\_\_\_\_

**Town of Sylvan Lake**

Printed name: E. (Betty) Brown Signature:  CAO