

SMART COMMUTE PROGRAM

MEMORANDUM OF UNDERSTANDING (the “MOU”)

DATED this day of , 2022.

BETWEEN:

The Corporation of the Town of Halton Hills (“Halton Hills”)

-and-

The Corporation of the Town of Oakville (“Oakville”)

Each a “Party” and collectively called the “Parties”

BACKGROUND

- A. On March 29, 2019 Metrolinx announced that it was ending its financial support of the Smart Commute Program as of June 29, 2019. The Participating Municipalities have been delivering, and have agreed to continue to deliver, the Smart Commute Program without the support and funding from Metrolinx and Halton Region.
- B. The primary objective of the Smart Commute Program is to develop, implement, and influence sustainable travel behaviour change through an array of strategies across the Greater Toronto and Hamilton Area and within Ontario.
- C. The Participating Municipalities are entering into a binding Memorandum of Understanding to set out the arrangements agreed upon between them for the delivery of the Smart Commute Program.
- D. Oakville is being appointed by the Parties to be the Parties’ representative under the Participating Municipalities’ MOU.

THEREFORE, in accordance with the principles set out above, the Parties hereby agree as follows:

1. DEFINITIONS AND SCHEDULES

1.1. Definitions

In this Memorandum of Understanding, unless the context requires otherwise,

- (a) **“Effective Date”** means the date written at the top of this MOU;
- (b) **“GTHA”** means the geographic area comprised of the City of Toronto, the Regions of Durham, Peel, York and Halton, and the City of Hamilton;
- (c) **“Oakville - Halton Hills MOU”** means this memorandum of understanding, including its schedules, as may be amended from time to time;

- (d) **Parties**“**Participating Municipalities**” means the parties to the Participating Municipalities’ MOU from time to time and the Parties;
- (e) **“Participating Municipalities’ MOU”** means the memorandum of understanding, including its schedules, as may be amended from time to time among the Regional Municipality of Durham, the Regional Municipality of Peel, the Regional Municipality of York, the City of Toronto, the City of Hamilton and Oakville dated the Effective Date;
- (f) **“Program”** means the undertaking described in section 2.1;
- (g) **“Smart Commute Association”** and **“SCA”** means the Participating Municipalities working together as an association to undertake the Program;
- (h) **“Term”** means the term of this Oakville - Halton Hills MOU described in section 5.5.

1.2. Schedules

The following schedules are attached to and form part of this Oakville - Halton Hills MOU:

Schedule 1 - The Participating Municipalities’ MOU

Schedule 2 - Parties’ Addresses and Contact Information

2. THE SMART COMMUTE PROGRAM

2.1. The Smart Commute Program (**“Program”**) is a joint program of the Participating Municipalities, whereby they work with workplaces, communities and schools to reduce traffic congestion through increased transportation efficiency, as further outlined in Schedule 1 of the Participating Municipalities’ MOU.

3. REPRESENTATIVE TO THE SMART COMMUTE PROGRAM

3.1. Oakville is hereby appointed by Halton Hills to represent them with respect to the Smart Commute Program and under the Participating Municipalities’ MOU, including signing the Participating Municipalities’ MOU on their behalf and taking any actions or sitting on any committees contemplated thereunder.

3.2. Notwithstanding section 3.1, in the event Oakville decides it no longer wants to be the representative, unless all of the Parties are withdrawing from the Smart Commute Program, the Parties agree to appoint a replacement representative and/or join the Participating Municipalities’ MOU directly as a party themselves.

3.3. The Parties agree to meet [quarterly], or as may otherwise be necessary, to provide Oakville with direction on how to represent the Parties. A majority of the Parties shall determine the direction to be provided to Oakville. Where no direction is provided to Oakville, Oakville may choose to act or refrain from acting in its own discretion.

3.4. Except in the case of its failure to follow direction provided by the Parties, Oakville shall bear no liability to Halton Hills pursuant to this Oakville - Halton Hills MOU.

3.5. Between formal meetings held in accordance with section 3.3, the Parties will communicate over email, phone or virtually as needed.

4. PROJECT IMPLEMENTATION

4.1. Carrying Out Responsibilities

Each of the Parties shall use all reasonable efforts to complete all activities that the Participating Municipalities are responsible to carry out under the Participating Municipalities' MOU and under any agreements or other documents relating to the Program. The Parties shall share the advantages of each others in-kind resources (e.g. staff-time, incentives, communication resources, event and storage spaces, etc.) to promote, attend and maintain ongoing events, outreach, data collection, business expansion, and any other activities related to the operations of the Program.

4.2. Financial Resources

The Parties shall share equally in the financial responsibilities under the Participating Municipalities' MOU to ensure the operational requirements of the Program. This will include, but is not limited to: the procurement of an Integrated Mobility Tool that is the same, or substantially the same, in order to provide ride-matching services within the GTHA; the procurement of promotional incentives for outreach events and onboarding new business members; expenses related to marketing and advertising of the Program to Halton Region businesses, organizations, and the general public; and, the procurement of a consulting services company to operate, maintain, expand, evaluate and monitor the day-to-day business of the Program within Halton Region.

4.3. Additional Funding Sources

Should they desire, the Parties may pursue joint funding opportunities in order to help financially assist the Program, so long as the funding meets the following requirements:

- (a) it must be linked to the Program;
- (b) it must not negatively impact the SCA or Participating Municipalities as an organization or its brand, image or reputation;
- (c) it must equitably apply to and benefit all Participating Municipalities; and
- (d) it must be completed prior to the end of the Term.

5. GENERAL

5.1. Notices

Any demand or notice made or given under this Oakville - Halton Hills MOU shall be given in writing by email or mail to the Party or Parties, at the address set out in Schedule 2, or at such

other addresses as the Parties may designate from time to time in writing. The demand or notice, if mailed, will be deemed to have been received on the third full business day after the day of mailing in the absence of any strike or other interruption in postal service. For the purposes of this Oakville - Halton Hills MOU, "business day" means Monday to Friday, 8:30 am to 4:30 pm local time in the GTHA, excluding statutory holidays in the Province of Ontario.

5.2. Interpretation

- (a) Words in the singular include the plural, and words in the plural include the singular, as the context requires.
- (b) This Oakville - Halton Hills MOU sets out the entire agreement and understanding between the Parties concerning the subject matter of this Oakville - Halton Hills MOU.

5.3. Binding MOU

This Oakville - Halton Hills MOU is binding on the Parties.

5.4. Applicable Laws

Each Party shall comply with all applicable laws in carrying out their activities relating to the Program.

5.5. Term

The term of this Oakville - Halton Hills MOU commences on the Effective Date and ends on December 31, 2025, subject to extension or earlier termination by further written agreement of the Parties, with the option of making amendments on an annual basis through a written addendum.

5.6. Conflict of Interest

The Program shall not grant preferential treatment in aid of any manufacturing business or other industrial or commercial enterprise. Any potential or perceived conflict of interest shall be declared by the SCA and any of the representatives of the Parties.

5.7. Survival

The liabilities of a Party under this Oakville - Halton Hills MOU that accrued on or before the date of withdrawal, termination, or expiration shall survive that date, and shall continue in full force and effect for the benefit of each of the other Parties.

5.8. Further Assurances

The Parties agree to execute and deliver such further documents and assurances or do such other things as reasonably may be required from time to time by one or more of the Participating Municipalities to give effect to this Oakville - Halton Hills MOU.

5.9. Amendments

Any changes to the Oakville - Halton Hills MOU shall be by written amendment signed by the Parties. No changes shall be effective in absence of such an amendment.

5.10. Joinder

Should The Corporation of the City of Burlington and/or The Corporation of the Town of Milton determine at any time to become Parties to this Oakville – Halton Hills MOU, the Parties agree that they may do so on the same basis as outlined in this Oakville – Halton Hills MOU by signing a joinder agreement in form and substance satisfactory to the Parties.

5.11. Force Majeure

None of the Parties will be held responsible for any damage caused by delay or failure to perform its obligations under this Oakville - Halton Hills MOU where such delay or failure is a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health emergency, strikes, and generally as a result of any event that is beyond the reasonable control of a Party.

5.12. Governing Law

This Oakville - Halton Hills MOU shall be governed by the applicable laws of the Province of Ontario and the laws of Canada.

5.13. Counterparts & Electronic Signature

This Oakville - Halton Hills MOU may be executed and delivered in counterparts and may be executed by electronic signature, including with an electronic signature that a person creates or adopts in order to sign this Oakville - Halton Hills MOU and that is in, attached to or associated with this Oakville - Halton Hills MOU. Such electronic signature shall be deemed to be an original signature for the purpose of this Oakville - Halton Hills MOU with the same legal effect as an original signature.

IN WITNESS WHEREOF the Parties hereto have executed this Oakville - Halton Hills MOU by officers duly authorized on their behalf.

THE CORPORATION OF THE TOWN OF HALTON HILLS

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the corporation

THE CORPORATION OF THE TOWN OF OAKVILLE

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the corporation

SCHEDULE 1

PARTICIPATING MUNICIPALITIES' MOU

SCHEDULE 2

PARTIES' ADDRESSES AND CONTACT INFORMATION

THE CORPORATION OF THE TOWN OF HALTON HILLS

[insert]

The CORPORATION OF THE TOWN OF OAKVILLE

[insert]