

MEMORANDUM OF UNDERSTANDING

The Board of Education of School District No. 44 (North Vancouver) and the City of North Vancouver (CNV) will work together to make school travel safer, to reduce transportation-related greenhouse gas emissions, and to promote active transportation towards improving the health of children and youth and fostering long-lasting sustainable travel behaviours.

Executed on the 22 day of April, 2014 between

City of North Vancouver ("CNV")

and

The Board of Education of School District No. 44 (North Vancouver) ("NVSD")

WHEREAS: The Board of Education of District No. 44 (North Vancouver) is committed to providing welcoming, healthy, safe and sustainable facilities that enhance the learning and teaching environment.

WHEREAS: The Board of Education of School District No. 44 (North Vancouver) strives to develop and promote innovative and sustainable programs.

WHEREAS: The City of North Vancouver has taken a leadership role in supporting initiatives that improve community well-being through active living and strives to create a people-oriented, accessible and vibrant community.

WHEREAS: The City of North Vancouver emphasizes active modes of transportation, including walking, cycling, and transit, and is committed to reducing barriers to these modes for users of all ages and abilities.

NOW THEREFORE the parties agree as follows:

Purpose of the MOU

This MOU will establish a non-legally binding framework and set of principles for an enhanced approach for coordination and collaboration between the parties to support our shared interests relative to safe and sustainable school transportation. The combined influence and expertise of the parties are better applied together to support our common goals.

The parties to this MOU acknowledge that if they wish to jointly carry out specific initiatives that may arise out of this MOU, they will have to engage in further discussions and prepare further agreements and other documents duly authorized and executed to define, among other things, each party's responsibilities and other details.

This MOU is not an exclusive arrangement and does not restrict either party from pursuing their mandates, either on their own or in collaboration with any other party.

Statement of Shared Objectives

- To provide welcoming and safe routes to schools
- To promote a healthy lifestyle among children and youth via active transportation
- To reduce driving to/from school and resulting traffic congestion around schools
- To reduce transportation-related greenhouse gas emissions

Key Areas of Focus

- **Safe Routes to School Program.** To provide children and their families safe means of travel to and from school, with emphasis on more sustainable modes of transportation, including walking, cycling, carpooling, and public transit.
- **School Transportation Demand Management Program.** To raise awareness of the benefits of reducing vehicle trips to and from school, and develop initiatives to increase active transportation and reduce traffic congestion around schools.

Guiding Principles

The parties acknowledge the following guiding principles in developing and carrying out joint initiatives under this MOU:

- **Administrative Efficiency** - allocation of responsibility based on the respective strengths of each party and coordination of both parties' efforts to avoid any duplication of efforts and costs.
- **Simplicity** - choosing the simpler, more efficient and more cost-effective course of action.
- **Consistent Protocols** - developing and implementing simple, efficient and consistent protocols to facilitate and govern their collaborative efforts.
- **Mutual Respect** - acknowledging and respecting any limitations and obligations the other party may have.
- **Compliance with law** - in carrying out joint initiatives the parties will comply with all applicable laws.

Administration and Implementation

- **Management of the Collaborative** - The parties will, within 60 days of the effective date of this agreement, establish a staff or other representatives level working committee to address issues of mutual interest. The steering committee will meet at least once each calendar year to establish annual committee work plans addressing areas and issues of mutual interest. The parties' representatives will also meet from time to time on an *ad hoc* basis to deal with issues outside the scope of the current workplan that are of mutual interest. Each of the parties agrees to acknowledge such initiatives in a timely way, and to assign staff or other representatives to meet with the representatives of the

other to deal with the issue to the extent that staff and other resources reasonably permit.

- **Expenditures** - each party is to bear its own costs in relation to meeting the aims and objectives of this MOU. All activities that may be carried out under this MOU are subject to the availability of funds and other resources.
- **Confidentiality of MOU** - parties understand that the content of this MOU is not confidential and that it may be shared with interested parties.
- **Intellectual property** - this MOU does not grant any right to either party to use each other's logos, trademarks or other intellectual property. Any such use will only be permitted through a legally binding agreement between the parties.

Duration

- This agreement shall take effect upon the adoption of authorizing resolutions by the Council of the City and the School District Board.
- This agreement is subject to amendment from time to time by mutual agreement. Such amendment must be in writing and authorized by resolution of the Council of the City and the School District Board.
- This agreement will remain in effect unless terminated by either of the parties by providing no less than 60 days' notice in writing. In such event, the party wishing to terminate the MOU shall consult the other to determine the effect of such dissociation on activities in progress.

The parties have signed this memorandum of understanding as of the day and year first above written.

City of North Vancouver

By: Darrell Mussatto, Mayor, City of North Vancouver



By: Karla Graham, City Clerk, City of North Vancouver



The Board of Education of School District No.44 (North Vancouver)

By: Franci Stratton, Chair

