



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made this 8th day of February 2021

BETWEEN:

The Corporation of the Town of Halton Hills
(Hereinafter called the "Town")

-and-

Halton Environmental Network
(Hereinafter called "HEN")

WHEREAS the Town is committed to implementing the climate change declaration actions and supporting climate change initiatives approved by the Town of Halton Hills' Council;

AND WHEREAS HEN is a registered not-for-profit organization and is registered as a Community Partner with the Town;

AND WHEREAS the Town and HEN wish to enter into this Memorandum of Understanding (MOU) to perform the work set forth in Schedule 'One' of this MOU (the "Work Plan"), and in accordance with the terms and conditions of this MOU;

NOW, THEREFORE, the Parties to this MOU witness that in consideration of the following conditions, agree as follows:

1. GENERAL TERMS OF MEMORANDUM OF UNDERSTANDING

HEN is an incorporated non-profit organization operating in Halton Region and occasionally in Peel Region focusing mostly within the municipalities of Burlington, Halton Hills, Milton, and Oakville. Programs of HEN include: Halton Climate Collective (HCC), Halton Food, Halton Green Screens (HGS), OakvilleReady, and Greening Sacred Spaces (GSS) Halton-Peel. HEN is the facilitator and animator of numerous climate change initiatives. HEN collaborates with environmental groups, other non-profit organizations such as faith based communities, businesses, governments, university

experts and the general public. HEN has been effectively engaging mostly the Halton community since 2004.

This Memorandum of Understanding between HEN and the municipality of Town of Halton Hills and relates to the work under the Town's Low-Carbon Resilience Framework (LCRF) that will establish the actions necessary to achieve the net-zero carbon targets by 2030 set out in the Town's Climate Change Emergency Declaration. The Framework addresses de-carbonizing every aspect of town-wide greenhouse gas (GHG) emissions, including homes, transportation, industry, agriculture and waste. The Framework is on page 12 of this Memorandum of Understanding.

- 1.1** The Parties agree that this MOU shall be for the remainder of 2021, commencing on February 8, 2021 and terminating on December 31, 2021, provided that both parties are not in default of the terms of this MOU.
- 1.2** The Parties agree that this MOU may be terminated by either Party at any time provided two (2) weeks written notification is provided to the other Party at the address provided.
- 1.3** Notwithstanding Paragraph 1.2 herein, the Town may terminate this MOU without notice in the event that:
 - 1.3.1** HEN is in breach of any of the terms and conditions of this MOU or any applicable Town policies and procedures; or
 - 1.3.2** HEN fails to provide all services contained within the attached Schedule 'One'- Work Plan or fails to perform any duties therein to the satisfaction of the Town.
- 1.4** On receipt of a notice to terminate, HEN shall perform no further work other than required to complete as part of the Work Plan that is in progress at the date of termination as agreed upon by the Town.
- 1.6** Upon receipt of a request for repayment, HEN shall return the requested funds at the earliest possible time, but within 30 business days at the latest.
- 1.7** It is understood that amendments to the Work Plan may be required from time to time, and will be duly executed in writing under the same terms as this MOU.
- 1.8** Work shall not continue beyond the term of this MOU or any renewal or amendment thereof, unless approved by the Senior Manager of Climate

Change and Asset Management and signed by the Town of Halton Hills Mayor and Clerk.

- 1.9** If any provision of this MOU is determined to be invalid or unenforceable in whole or in part, the remaining provisions or part provisions of this MOU shall continue in full force and effect.

2. TOWN'S RESPONSIBILITIES

- 2.1** The Town agrees to:

- 2.1.1** Provide such support as may be identified in the Work Plan or as desirable by virtue of the said Work Plan.
- 2.1.2** Provide municipal advice on any matters related to the Town's climate change initiatives.
- 2.1.3** Provide such assistance as required with the management and coordination of the delivery of the Work Plan with the understanding that the Work Plan is to be predominately delivered by HEN.
- 2.1.4** Prepare necessary reports to Council based on the summary updates provided by HEN.

3. HEN'S RESPONSIBILITIES

- 3.1** HEN agrees:

- 3.1.1** To complete all tasks outlined in the attached Schedule 'One' – Work Plan and any associated tasks required to complete the works outlined therein in accordance with the terms and conditions hereinafter set forth.
- 3.1.2** To provide the Town's Climate Change and Asset Management division with Progress Reports on the last day of the following months: February, April, June, August, October, and a final report at the end of December 2021. Each Progress Summary Report will summarize accomplishments to date, outstanding deliverables and any additional information that is necessary to deliver the works required by the Work Plan.
- 3.1.3** To inform the Town's Climate Change and Asset Management division, at the earliest possible time, if at any time it is anticipated that any part of the Work Plan cannot be delivered within the specified timelines.

- 3.1.4** To attend regularly scheduled update meetings with Town staff, or as required, and to provide the agenda and minutes.
- 3.1.5** To consult with the Town's Climate Change and Asset Management division to acquire "sign off" approval for all final information going to external stakeholders, such as notices of meetings and events, newspaper ads, publications and e-mails, and the use of the Town's name, logos and/or staff.
- 3.1.6** That in communicating any information relating to the Work Plan to clearly indicate that the works associated with the said Work Plan are being undertaken in collaboration with the Town.
- 3.1.7** To obtain prior Council approval to proceed with specific initiatives contained within the Work Plan unless directed by the Town's Climate Change and Asset Management division.
- 3.1.8** To submit, to the Town's Climate Change and Asset Management division two (2) invoices for a total of \$5,000.00 each, when 50 per cent of the work outlined in the deliverable is accomplished and the other payment at the end of the MOU term and the final 50 percent of the deliverables are completed . Invoices submitted late may also be paid late.
- 3.1.9** That any public events or activities relating to the raising of funds for this project on behalf of HEN not be undertaken by HEN without first obtaining the written consent of the Town, which consent, shall not be unreasonably withheld.
- 3.1.10** That the Town is not responsible for overseeing and nor is the Town liable for the work of any volunteers or other persons providing works associated with the implementation of the Work Plan.
- 3.1.11** That all documents and deliverables submitted to the Town under this MOU shall become the property of the Town.
- 3.1.12** To operate in accordance with all applicable Town policies and procedures, and in accordance with the terms of this MOU.

4. PAYMENT FOR SERVICE

- 4.1** Town agrees to pay HEN a total fee of \$10,000.00 including taxes, including any disbursements, in exchange for HEN assisting the Town's climate change initiatives as outlined in this MOU.
- 4.2** The \$10,000.00 payment shall be paid in two (2) installments of \$5,000.00 with the first payment to be made when 50 per cent of the deliverables are completed subject to the necessary pre-conditions being met, all deliverables all deliverables being received and subject to compliance with this MOU. The second payment will be distributed at the end of the MOU term or when 100 per cent of the deliverables are completed.
- 4.3** If the activities and deliverables contained within this MOU are not delivered or performed in accordance with the terms and conditions of this MOU and the Work Plan to the satisfaction of the Senior Manager of Climate Change and Asset Management, the Town may delay or withhold payment until such time as such activities are delivered or alternative arrangements are mutually agreed to in writing.
- 4.4** Invoices to the Town shall be addressed to:
Dharmen Dhaliah
Senior Manager of Climate Change
and Asset Management
Town of Halton Hills
1 Halton Hills Drive
Halton Hills, ON L7G 5G2

Invoices may be submitted electronically to AccountPayable@haltonhills.ca

5. INSURANCE AND INDEMNIFICATION

- 5.1** At all times during the term of this MOU and at its own expense, HEN agrees to obtain and maintain a policy of insurance in which the limit of Comprehensive General Liability shall not be less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence. The Town shall be named as additional insured with respect to the Work Plan attached as Schedule 'One' to this MOU. Without limiting the generality of the foregoing, such public liability insurance shall contain coverage for bodily injury including death, personal injury, property damage, contingent employers liability, non-owned automobile and provisions for cross-liability and severability of interests, and further that the policy will not be changed or amended in any way or cancelled

until 30 days after written notice of such change or cancellation shall have been given to the Town.

- 5.2** Further to 5.1 herein, HEN shall file a Certificate of Insurance prior to the commencement of the project, to the Town and as per satisfaction of the Town.
- 5.3** HEN hereby agrees to indemnify and save harmless the Town, its employees, officers, and agents, against all claims, demands, losses, costs, charges, actions, suits or other proceedings made or brought against the Town with respect to any, damage, loss injury or death and costs resulting from or sustained as a result of the provision of the works contained within this MOU, including the Work Plan attached as Schedule 'One' to this MOU, by HEN, its employees, agents, contractors or volunteers.
- 5.4** HEN shall at all time during the term of this MOU, carry a Standard Workplace Safety and Insurance coverage.
- 5.5** HEN shall not provide services, nor permit any activity to take place in connection with the provision of the services which would in any way affect the insurance coverage required hereunder.
- 5.6** Each party represents and warrants to the other party that it is duly organized, validly existing and in good standing, and it has the right and authority to enter into this MOU and do all the acts and things as required or contemplated to be done, observed and performed by it hereunder.
- 5.7** In the event that any portion of the Work Plan will be performed by a sub-contractor/sub-consultant, the Parties acknowledges and agrees that:
 - 5.7.1** HEN shall be solely responsible for coordinating the services and payment for services of such subcontractor;
 - 5.7.2** HEN warrants that it is fully responsible for the work provided by any sub-contractor/sub-consultant;
 - 5.7.3** Such sub-contractor/sub-consultant shall be legally bound by the terms and conditions of this MOU, in writing, which MOU shall not be less favourable with respect to any term or condition of this MOU;
 - 5.7.4** Such sub-contractor/sub-consultant shall carry and maintain in full force and effect comprehensive general liability insurance (and/or any other insurance as

circumstances warrant and that a prudent person would deem necessary) which insurance policy will name the Town and HEN as an additional insured;

- 5.7.5** Such sub-contractor/sub-consultant will have the necessary skills and experience to carry out the sub-contract;
- 5.7.6** The subcontractor/sub-consultant will have the necessary permits and licenses prior to commencing the sub-contract;
- 5.7.7** HEN shall draft and submit an MOU binding the subcontractor/sub-consultant to the Town for the Town's review and approval, to the Town's satisfaction, prior to the said MOU being presented to and signed by the sub-contractor/sub-consultant; and
- 5.7.8** HEN shall not sub-contract any work to be performed under this MOU without the prior written consent of the Town.

6.0 CONFIDENTIALITY

- 6.1** HEN acknowledges that it may receive confidential information about the Town in the course of providing work pursuant to this MOU. HEN, its employees, agents, contractors and volunteers shall not divulge any confidential information about the Town acquired in the course of carrying out the Work Plan without the prior written consent of the Town. Furthermore, HEN shall not use any confidential information acquired in the course of fulfilling this MOU for any purposes other than the provision of services under this MOU, without specific written authorization by the Town. For the purposes of this section, confidential information means any information that is not in the public domain.

7. CONFLICT OF INTEREST

- 7.1** In the event that HEN, its officers, directors, employees or volunteers have or acquire any direct or indirect pecuniary interest in any matter related to the fulfillment of this MOU or with the Town, apart from this MOU, HEN shall forthwith disclose that interest to the Town. In the event of the disclosure or discovery of a conflict of interest or an apparent conflict of interest, the Town may, at its sole discretion, terminate this MOU.
- 7.2** For the purposes of Paragraph 7.1 herein, a conflict of interest occurs when HEN, its officers, directors, employees or volunteers perform any actions in relation to this

MOU and know or ought to have known that the action furthers his or her private interests. HEN's officers, directors, employees and volunteers have an apparent conflict of interest if there is a reasonable perception, which a reasonably well informed person would properly have, that the officer's, director's, employee's or volunteer's decision to take the action must have been affected by his or her private interest.

8. PROGRESS REPORTS

- 8.1** HEN shall provide the Town with a Work Plan Progress Report on the last day of February, April, June, August, October, and a final report at the end of December 2021. Each Progress Summary Report will summarize accomplishments to date, outstanding deliverables and any additional information that is necessary to deliver the works required by the Work Plan.

9. APPENDICES

- 9.1** Schedule 'One' is attached to this MOU and is recognized as Schedule 'One' – Work Plan.

10. NOTICE OF SERVICE

- 10.1** If any notice or other communication is required to be made under this MOU it may be delivered in person or by e-mail as follows:

Notice to the Town:

Dharmen Dhaliah

Senior Manager of Climate Change and Asset Management

1 Halton Hills Drive

Halton Hills, ON L7G 5G2

E-mail: ddhaliah@haltonhills.ca

Notice to HEN:

Lisa Kohler

Executive Director

Halton Environmental Network

Office Location:

Queen Elizabeth Park Community & Cultural Centre

2302 Bridge Rd.

Oakville ON L6L 2G6

Mailing Address:

P.O. Box 60037

RPO Hopedale

Oakville ON L6L 6 R4

E-mail: lisak@haltonenvironmental.ca; info@haltonenvironmental.ca

IN WITNESS WHEREOF the Town and HEN hereto have executed this MOU in a legally binding manner, under the hands of their duly authorized signing officers in that behalf:

Executed by the Town of Halton Hills on February 8, 2021.

THE CORPORATION OF THE TOWN OF HALTON HILLS

Mayor

Clerk

HALTON ENVIRONMENTAL NETWORK (HEN)

Per:

Title:

Per:

Title:

I/we have the authority to bind the Corporation.

SCHEDULE 'ONE' – Work Plan

Climate Change Initiatives Work Plan

February, 2021 to Dec 31, 2021

The Town of Halton Hills and Halton Environmental Network will actively participate as a collaborative team, maintaining a professional attitude and confidentiality in working relationships with all staff members. Below are the deliverables of the Memorandum of Understanding between the Town of Halton Hills and Halton Environmental Network.

Deliverables for the Memorandum of Understanding between Halton Environmental Network and the Town of Halton Hills, dated January 18, 2021, are listed below.

Halton Environmental Network:

1. HEN and the Town will develop an agreed schedule to insure project deliverables are met on time, on-budget, and to the satisfaction of the Town of Halton Hills.
2. HEN will be a participating active member of the following Town climate change committees and if needed said staff member can Chair meetings:
 - Low-Carbon Transition Strategy (LCTS) Steering Committee
 - Climate Change Resilience Steering Committee
 - LCTS Multi-Stakeholder Governance Committee Implementation and Governance Sub-committee
3. HEN will work with the Town's Communication Department and the Town's Climate Change and Asset Management staff to:
 - Create a unique social media campaign for the LCTS
 - Create two newsletter articles, and one newspaper article discussing the Town's LCTS, net-zero goal and actions residents can take to reduce their environmental footprint leading to a reduction in overall community greenhouse gas emissions.
4. HEN will work with Town staff to create two virtual, interactive events that involve at least 50 community members on a climate change related topic, to be decided by the Town based on project needs (potential topics include the Climate Change Adaptation Plan, Retrofit Halton Hills, LCTS business sector pilot).

5. HEN will assist with knowledge transfer among organizations, community members and organizations through email, meetings, social media, e-newsletters, website and wherever appropriate.
6. HEN will share all outcomes and metrics of the work conducted within the Town of Halton Hills through the expected reports as outlined in MOU.
7. HEN will support the Town of Halton Hills in funding applications and support conversations to secure resources for any of the work outlined in the LCTS.
8. HEN will maintain consistent communication with key program staff.
9. HEN will help design /facilitate a workshop/or lunch and learn approved by the Town for driving more community engagement for the work identified by Town Staff in under the Low Carbon Transition Strategy.
10. HEN will elevate Town approved workshops for the Town of Halton Hills and working with HEN networks to ensure engagement and a dynamic event where Halton Hills staff can be engaged in outreach.
11. HEN will be responsible for their own social media along with Halton Climate Collective's social media. HEN will promote Town approved information related to climate change and relevant projects from the Town of Halton Hills to amplify their work and build community engagement. The Town of Halton Hills will tag HEN in social media posts to ensure communications are reposted.
12. HEN will provide the Town of Halton Hills' programs updates, and engagement sessions to HEN and HCC websites.
13. HEN will keep track of the number of clients and volunteers served and generate monthly stats and report every two months to the Climate Change and Asset Management division.
15. HEN will liaise with community groups to amplify engagement regarding the Town's climate change initiatives.
16. HEN will actively be a part of a collaborative team, maintaining a professional attitude and confidentiality in working relationships with all staff members.
17. HEN will ensure alignment with the priorities of the Town to maintain consistent

messaging to the public on related projects/initiatives and avoid conflicting communication.

The Town of Halton Hills:

1. The Town of Halton Hills will pay HEN for its services as outlined in the attached MOU.
2. The Town of Halton Hills and HEN will work together to build community engagement and support for climate action.
3. The Town of Halton Hills and HEN will work together to have virtual experiences to amplify the work of the LCTS and support community with education and awareness of the LCTS and climate action.

