

# Memorandum of Understanding for the establishment of the Southwest Community Transit Association

## 1.0 INTRODUCTION

### 1.1 Preamble

A group of municipalities and not-for-profit organizations in Southwest Ontario (Members) have come together to form the Southwest Community Transit (SCT) Association, which is mandated to coordinate the integrated delivery of inter-community public transportation services in southwest Ontario, share information and develop best practices, identify economies of scale through shared purchasing and operating agreements, and act as a common voice to support long-term sustainable transit funding.

The purpose of this Memorandum of Understanding (MOU) is to describe what the municipalities agree to undertake and how they will go about delivering this mandate. This Memorandum of Understanding further sets out arrangements and understandings concluded in good faith between all participating Members.

### 1.2 Definitions and Acronyms

**“Annual Report”** means the report prepared by the Executive Committee to all participating Members.

**“Association”** means the voluntary unincorporated group of Members that have formed under guidance of a Memorandum of Understanding to achieve a common mandate.

**“Chair”** means a person has been appointed to preside over and direct meetings of the Executive Committee and Technical Committee.

**“Executive Committee”** means a committee of senior level representative with decision making authority from each respective Member that guides the actions taken by the Association.

**“Member”** means a participating individual municipality or organization that has signed the MOU and is in good standing.

**“MOU”** means this Memorandum of Understanding, entered into between all participating municipalities.

**“Technical Committee”** means a committee of individuals generally responsible for the day-to-day operation and delivery of the inter-community public transportation service for each Member that help assess and implement strategic directions and actions directed by the Executive Committee.

**“SCT”** means the Southwest Community Transit Association.

“Stakeholder” means persons or representatives of organizations or municipalities that have expressed a vested interest in advancing the “Mandate” of the Association, but are not Members of the Association.

### 1.3 Membership

The municipalities and organizations (the Members) that have formed to operate and/or support SCT are:

- Brant, County of (unconfirmed);
- Grey County (confirmed);
- Lambton Shores, Municipality of (unconfirmed);
- Middlesex County (unconfirmed);
- Norfolk County (unconfirmed);
- Owen Sound, The City of (unconfirmed);
- Oxford County (confirmed);
- Perth County (unconfirmed);
- Stratford, the City of (unconfirmed)
- Strathroy-Caradoc, Municipality of (unconfirmed); and
- Tillsonburg, Town of (confirmed).

Membership to the Association and the ability to vote on directions set by an Executive Committee will be limited to:

1. Municipalities that operate or fund the operation of an inter-community public transportation service within Southwestern Ontario.
2. Municipalities that provide ongoing funding or in-kind support that is considered integral to the planning and delivery of an inter-community public transportation service operated by another municipality within their jurisdiction. This could include pre-purchased fares, infrastructure provisions or in-kind contributions.
3. Organizations that provide ongoing funding or in-kind services that are integral to the operation of an inter-community public transportation service.
4. The South Central Ontario Region Economic Development Corporation, which does not operate or fund an inter-community public transportation service, but will leverage its network and provide resources to operate the Association.

**The scope and nature of the public transportation service delivered by each Municipal Member is decided by each Member and varies substantially.**

It is recognized that other municipalities and organizations may choose to join the SCT Association and may be added to the current Membership based on the above noted criteria. New Membership into the Association would be decided by an Executive Committee by vote.

## **1.4 Effective Date and Duration**

This MOU and any amendments are in effect on the date they are signed by the Members and remain in effect until a replacement MOU is signed by all Members or until all Members agree to dissolve the Association.

## **1.5 Amendments and Termination**

The Members agree to review the terms of the MOU every three (3) years, or at any other time upon agreement by vote of Members on the Executive Committee. This MOU will automatically extend for up to three (3) additional one year terms. At any point an existing Member can agree to leave the Association by providing at least three (3) months termination notice in writing to the Chair of the Executive Committee.

Amendments to the MOU will be in writing, dated and signed by the Members, including those which have the authority to bind their respective municipal organizations and all be directed to execute such amendments by their respective municipal Councils or an organization's Board. Once signed, amendments will be attached to, and form part of this MOU.

As of three (3) years after the signed date of the agreement, an individual Member may terminate their participation in this MOU by giving written notice at least three (3) months prior to this date.

A decision to terminate the Association could only be made by the Executive Committee by vote. The decision to terminate the Association would be in writing, dated and signed by Members in the Executive Committee.

## **2.0 MANDATE**

Each Member has agreed to establish an Association to be known as Southwest Community Transit (SCT). SCT is a voluntary unincorporated Association comprised of Members that will function as a non-binding advisory board to fulfil the following mandate:

- Provide a seamless and integrated customer experience for passengers using each of the Member inter-community public transportation services;
- Promote inter-community connections between the Member public transportation services;
- Identify and share best practices, operating and ridership data and Key Performance Indicators (KPIs) to be used in the planning and delivery of inter-community public transportation services;
- Identify potential operating efficiencies and capital savings that may arise from Members pooling their resources or purchasing as a single entity;
- Present a unified voice to the Province of Ontario and other key stakeholders with regards to matters that deal with the long-term sustainability of inter-community public transportation service in Southwestern Ontario.

The Association will function as a non-binding advisory board, for the purpose of setting direction, providing information and recommending strategies and actions that will address the above noted Mandate. Members will continue to have full approval authority over inter-community public transit services they fund and operate.

### **3.0 MEMBER RESPONSIBILITIES**

In order to participate in the Association, each Member is responsible for the following:

- Operate and maintain a safe, reliable and accessible inter-community public transportation service within their jurisdiction or support the planning and delivery of inter-community public transportation services through either ongoing funding, pre-purchased fares, infrastructure provisions or in-kind contributions that are considered integral to the operation of the service;
- Designate a senior level representative with decision making authority to participate in the Association Executive Committee;
- Designate an individual responsible for day-to-day operation/management of the Member's inter-community public transportation service to participate in the Association Technical Committee (Members that operate an inter-community public transportation service only);
- Actively participate in Association activities, including Committee Meetings, working groups that may be established from time to time, community outreach and engagement, and liaison with senior levels of government and other stakeholders;
- Share relevant data and information necessary for the successful operation of the Association and any of the initiatives that it undertakes (subject to privacy legislation);
- Implement and follow the directions, actions, standard terms, policies and procedures that may be established by the Association<sup>1</sup>.

### **4.0 ASSOCIATION GOVERNANCE**

Members of the Association will identify a representative that sits on both an Executive Committee and a Technical Committee.

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<sup>1</sup> Decisions made by Association will have status for actions that advance the "Mandate" of the Association for inter-community public transit and that do not require additional funding commitment from an individual Member municipality(s) or Member Organization(s). Decisions that that impact transit services entirely within the jurisdiction of one municipality or that require additional funding from Members would continue to require approval at individual Municipal Member councils and Organizational Boards.

## **4.1 Executive Committee**

The Association will be governed by an Executive Committee made up of a single senior level representative selected by each Member that has signing authority from each respective Member.

### **4.1.1 Guiding Principles**

The Executive Committee will be guided by the following set of principles:

- Customer-focused;
- Integrated/seamless service throughout the area served by the Members;
- Respect existing local decision-making authority, collective agreements, service plans and fiscal circumstances;
- Fiscal responsibility;
- Openness to unconventional and leading edge approaches to customer service, management, and service delivery; and
- Long-term sustainable operation of inter-community public transportation services within and between each Member community.

### **4.1.2 Responsibilities**

The Executive Committee is responsible for:

- Deciding and prioritizing what directions, activities and actions the Association wishes to undertake;
- Establishing and maintaining standard operating terms, policies and procedures as required;
- Establishing and maintaining the SCT brand, including logo, brand value statement, and brand and logo usage guidelines;
- Overseeing the SCT Technical Committee and any other committees or working groups that may be established from time to time;
- Overseeing the coordination of SCT marketing and communication activities;
- Overseeing government relations and advocacy to senior levels of government as it relates to inter-community public transportation;
- Acting as a unified voice for public transportation for the Members;
- Coordinating the preparation of any necessary agreements required between two or more Members for the implementation of any initiatives that the Association or a group of its members may wish to undertake;
- Reviewing requests to add new municipal or organization members into the Association from time to time, that meet the requirements of Membership by amending the MOU;
- Amending the MOU from time to time to improve the operations of the Association or to better fulfil the Mandate; and
- Preparing a report for Association Members each calendar year (see Section 8.0).

#### 4.1.3 Meetings

The Executive Committee will meet as required, but at a minimum of four times per calendar year. Meetings can be in person or virtual as appropriate, however, a full in person meeting should be held at least once per calendar year.

#### 4.1.4 Chair and Vice Chair

A member from the South Central Ontario Region Economic Development Corporation (SCOR EDC) will serve as Chair of the Executive Committee. The Chair will be selected by the Executive Committee by vote from a list of candidates identified by the SCOR EDC Board.

The Chair is a non-voting Member of the Executive Committee that brings a broader and strategic perspective to setting the agenda. The Chair will also act as a neutral third-party that is not tied to the interests of one individual Member municipality. SCOR EDC represents the broader regional interest and has a long history of bringing together a number of municipalities to increase the profile of inter-community transportation in southwest Ontario.

The Chair will have the following responsibilities:

- Set the agenda and chair meetings of the Executive Committee;
- Ensure all actions taken by the Executive Committee feed into the broader SCT Mandate;
- Provide dispute resolution that may occur between Members;
- Lead the periodic review of the MOU; and
- Prepare an Annual Report of the activities and outcomes of the Association.

A Vice Chair of the Executive Committee will be selected by vote from among the SCOR EDC Board or a voting Member of the Executive Committee. The role of the Vice Chair will be to support the Chair and act on the Chair's behalf when the Chair is not available. The Vice Chair will not have voting rights when he/she is acting in the capacity of the Chair.

The Chair and the Vice Chair shall be selected by the Executive Committee annually, with no individual servicing more than three consecutive terms.

#### 4.1.5 Decision Making and Voting Rights

Decisions of the Executive Committee are to be reached through unanimous consensus of the Members by vote. Decisions made by the Executive Committee will have status in the Association for actions that advance the "Mandate" of the Association for inter-community transit and that do not require an additional funding commitment from an individual Member. Decisions that impact transit services entirely within the jurisdiction of one municipality or that require additional funding from Members may require approval at individual Municipal Member councils and Organizational Boards.

***Notwithstanding the above, decisions by the Executive Committee are non-binding and Member Councils will continue to have the decision-making authority to accept or reject the advice of the SCT Executive Committee.***

Members of the Executive Committee will each receive one (1) vote for decisions passed by the Executive Committee. Members may, from time to time, send more than one representative to an Executive Committee meeting, recognizing that only one (1) representative from each Member will have voting rights.

If more than one representative from a Member participates on the Executive Committee, only will of the representatives from that Member will receive voting rights.

## **4.2 Technical Committee**

The Executive Committee will be supported by a **Technical Committee**. Each Member will appoint one person to the Technical Committee. This person will be the individual generally responsible for the day-to-day operation and delivery of the inter-community public transportation service for each Member. The Technical Committee representative can also be the Member representative on the Executive Committee. This will be at the discretion of each Member.

### **4.2.1 Responsibilities**

The Technical Committee is responsible for:

- Implementing the directions, activities, actions, operating terms, policies and procedures established by the Executive Committee;
- Coordinating the day-to-day activities of SCT;
- Addressing various topics and issues as they arise; and
- Identifying a Chair and Vice Chair of the Technical Committee to lead discussions and report back to the Executive Committee at each of the quarterly meetings or as required.

### **4.2.2 Meetings**

The Technical Committee will meet as required, but at a minimum of four times per calendar year. Meetings can be in person or virtual as appropriate, however, a full in person meeting should be held at least twice per calendar year.

### **4.2.3 Chair and Vice Chair**

A Chair and Vice Chair of the Technical Committee will be selected from among the Committee's members annually. Meeting notes will be taken by the host of the meeting (the Member initiating the virtual meeting arrangements or hosting the physical meeting).

### **4.2.4 Decision Making and Voting**

If at all possible, decisions of the Technical Committee are to be reached through consensus of the Members. If this cannot be obtained, then a vote of Members will occur, with a simple majority being required for a decision. Meeting quorum will be a simple majority of the Members.

## **4.3 Stakeholder Group**

The Executive Committee or Technical Committee are able to invite Stakeholders to participate in meetings held by either the Executive Committee or the Technical Committee from time-to-time that

have expressed a vested interest in advancing the “Mandate” of the Association, but are not Members of the Association.

Stakeholders can include:

- Municipalities that are serviced by a Member inter-community transit system, but do not operate or contribute funding or significant in-kind services to inter-community public transportation;
- Private businesses, not-for-profit organizations or associations who have employees, customers or clients that would benefit from improvements to inter-community public transportation provided by a Member(s) of the Association; and/or
- Industry associations that represent the broader public interest and can leverage its networks to promote the “Mandate” of the Association (e.g. representing the public transportation industry or rural municipal needs).

Stakeholders that participate in meetings held by the Executive or the Technical Committee will be expected to:

- Provide input to the Technical Committee when developing or implementing directions, activities, actions, operating terms, policies and procedures established by the Executive Committee;
- Provide feedback and participate in Executive Committee discussion when requested; and/or
- Contribute to the advancement of the “Mandate” of the Association.

Members of the Stakeholder Group will not have voting rights on the Association.

Annual Membership fees do not apply to Stakeholders.

## **5.0 OPERATIONS OF THE ASSOCIATION**

The Operation of the Association will be led by the South Central Ontario Region Economic Development Corporation (SCOR EDC). SCOR EDC will be responsible to:

- Provide administrative functions to the Executive Committee regarding the on-going operation of the Association. This includes but is not limited to:
  - organizing and providing a suitable meeting space or arranging on-line alternatives;
  - taking and distributing minutes during Executive Committee meetings;
  - addressing amendments to the MOU;
  - addressing requests from Members to leave the Association or new municipalities or organizations to join the Association;
- Identifying candidate from the Board that will be selected by vote to Chair the Executive Committee;

- Prepare an Annual Report of the activities and outcomes of the Association;
- Write grants or other funding applications as directed by the Executive Committee that would benefit inter-community public transportation of Members of the Association;
- Provide dispute resolution that may occur between Members; and
- Lead the periodic review of the MOU.

The Chair of the Executive Committee will, from time to time, be able call on other Members of the Executive Committee to assist in carrying out the above noted responsibilities using in-kind resources from each Member municipality.

## 6.0 MEMBER FEES

Each Member of the Association will agree to pay annual fees, which will used to fund the Operations of the Association as noted in Section 5.0.

Members that are also members in good standing of SCOR EDC will have their annual fees for SCT covered by their SCOR EDC membership.

All other Members that are not members in good standing of SCOR EDC will pay annual fees of \$2,000. Membership fee will be reviewed from time to time by the Executive Committee.

Annual fees are due on the 1<sup>st</sup> of January each year, and will be in place for one full year. For members of SCOR EDC, Members must be in good standing of SCOR EDC for the duration of the MOU. A pro-rated Members fee will be determined upon the ratification of this MOU, or for Members that join during other times of the year.

Annual fees for subsequent years will be due to SCOR EDC 14 days prior to the annual Membership coming due. Fees not paid in full within the agreed to timeline may result in suspension or termination from the Association, as determined by the Executive Committee by vote.

## 7.0 ASSOCIATION RESPONSIBILITIES

The Members will work, through the Association, to address the following responsibilities:

- **Brand:** Maintain the SCT name, brand and logo, including a brand value statement, and brand and logo usage guidelines. The logo for SCT is identified in **Schedule A** of this document. Apply the brand and logo in all relevant contexts according to the usage guidelines – this includes on fleet, bus stops, web-based and other electronic materials, and printed materials.
- **Marketing and Communications:** Support Member transit services by developing communications, marketing and promotional activities that promote inter-community transit services and generate awareness to potential customers.

- **Website:** Develop and maintain an SCT website which provides links to all Member inter-community transit services and direct information on the Association mandate and activities relevant to the public or other stakeholders.
- **Bus Stop Identification:** Utilize a bus stop identification design template as identified in **Schedule B** of this document for all fixed-route inter-community public transportation services. The template allows for Members to add their own personalized local information, but in a consistent format that respects the SCT brand.
- **Fare Structure and Policy:** Adopt policies that support passenger convenience for transfers between Member systems. In doing so, the Member public transportation service that takes the initial fare will keep the revenue. Work towards a similar fare structure and policy for topics such as age categories and other concessionary fares. Work towards identifying a fare media strategy, including the potential for a smart card and/or mobile payment approach that is compatible with neighbouring transportation systems that have connecting services, and with as many Member systems as possible.
- **Planning and Scheduling:** Identify and validate inter-community travel patterns. Work towards schedules that accommodate seamless transfers between connecting Member systems. Develop consistent approach for implementing the General Transit Feed Specification (GTFS) data to allow customers to readily plan trips between two or more systems;
- **Accessibility:** Develop common practices and policies for accessible bus stops, training, access, and other accessibility topics;
- **Technology:** Work together to utilize technology that is either used by all Members or can integrate with Member systems, with the objective of planning a seamless customer experience across systems, and identifying opportunities to minimize one-time capital and/or ongoing operating costs through collective purchasing. Consider and prioritize technology approaches for trip planning, mobile payment, real-time passenger information, on-demand transit planning and operations software, and communications.
- **Fleet:** Work together to identify opportunities to standardize fleet where it improves the customer experience (e.g. ability to accommodate mobility devices) and/or reduces capital costs for Member municipalities that purchase vehicles or specify vehicles as part of an operating contract;
- **Standard Operating Terms/Policies and Procedures:** Identify opportunities to develop Standard Operating Terms/Policies and Procedures for SCT that benefits the customer experience, safety practices, and/or the efficiency and effectiveness of service delivery.
- **Service Standards:** Work together to identify to develop a common service standards document to guide service delivery and measure performance through a series of Key Performance Indicators.
- **Advocacy:** Work together to present common issues and concerns to senior levels of government and other key stakeholders in order to sustainably facilitate the success, coordination, and extension of Southwestern Ontario Community Transportation Grant Program projects into the future (i.e. Ontario Gas Tax funding, continued grant funding, etc.). Support and contribute to the efforts of the Ontario Public Transportation Association (OPTA).

- **First Mile-Last Mile Integration:** Develop strategies and supporting policies / programs to facilitate local ‘first-mile/last-mile’ opportunities to enhance inter-community connectivity and feeder services to Member inter-community transit services and passenger rail corridors, while improving local mobility.

## 8.0 ANNUAL REPORTING

An Annual Report will be prepared by the Chair of the Executive Committee, with input from the Technical Committee. The Annual Report shall include:

1. Current status of Membership.
2. Goals and Key Performance Indicators established by the Executive Committee at the beginning of each fiscal year.
3. Report on accomplishments, actions achieved and next steps.

Annual Reports will be presented to the Executive Committee by the Chair, which will be provided to each Member to distribute and/or present to their respective Councils or Boards for information.

## 9.0 SIGNATORIES

This Agreement may be executed by the parties hereto in separate counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the effective date set out at the top of page one (1) of this Agreement.

Each of the parties who signs the signature page of this Agreement does hereby warrant that it has read, reviewed, fully understands, and is agreeable to be bound by the content of each page of this Agreement and that this Agreement is enforceable in application to the endorsing party.

Delivery of an executed copy of a signature page to this Agreement scanned in pdf. form and provided by e-mail or provided by facsimile transmission shall be deemed to be effective delivery of an original executed copy of this Agreement, and each party hereto undertakes to provide each other party with a copy of the Agreement bearing original signatures forthwith upon demand.

***IN WITNESS WHEREOF*** this Memorandum of Understanding has been executed by the Municipality of Strathroy-Caradoc hereto on the date(s) set out below and the Municipality of Strathroy-Caradoc agrees that this Memorandum of Understanding shall be effective on the date set out at the top of page one (1) of this Memorandum of Understanding.

***Municipality of Strathroy-Caradoc***

Date: July 6, 2020

Per:

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Joanne Vanderheyden  
Mayor

Per:

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Fred Tranquilli  
Chief Administrative Officer

*\*We have authority to bind the Corporation*

## **SCHEDULE A: SCT LOGO**

Members will agree to use the brand “SCT” to represent the Association and the following logo and colour pallet.



## 10.0 SCHEDULE B: SCT BUS STOP DESIGN

Municipal Members will agree to use the following bus stop design at inter-community stops that connect one or more Member transit service. A decision for a Member to deviate from this sign can be approved by the Executive Committee.

Route 2 Signage (Round Post Installation)

