

**MEMORANDUM OF UNDERSTANDING
IN RESPECT OF THE PROVISION OF CROSSING GUARD SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”) is dated for reference the 1st day of September, 2023

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)

556 Boleskine Road,
Victoria, British Columbia V8Z 1E8

(the “**Board**”)

AND:

THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT

1229 Esquimalt Road,
Esquimalt, British Columbia V9A 3P1

(the “**Township**”)

WHEREAS:

- A. The Board and the Township wish to collaborate on the delivery of a crossing guard program (the “**Program**”) for the benefit, safety and security of:
- (a) all stakeholders at participating schools operated by the Board within the Township of Esquimalt and approved by the Township (the “**Schools**”); and
 - (b) all users of public roads located within close proximity to the Schools;
- B. The Board wishes to provide crossing guard services within close proximity to the Schools during times mutually determined by the Board and the Township and the Township wishes to provide financial contribution to fund the Program; and
- C. The Board and the Township have agreed to enter into this MOU to set forth their understanding regarding the Program and the responsibilities and obligations of each of the Board and the Township.

NOW THEREFORE in consideration of the premises and mutual agreements and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Board and the Township, the Board and the Township hereby agree as follows:

1. CROSSING GUARD SERVICES

- 1.1 Subject to Sections 1.2 and 3.1, the Board will provide crossing guard services to control and direct traffic and pedestrians during such times and days and at such locations within close proximity of the applicable Schools as the Board and the Township may mutually agree from time to time (the “**Services**”).
- 1.2 The Board will provide the Services commencing on September 1st of any applicable year until June 30th of the following year, and will only provide the Services during those days on which the applicable Schools are in session for students. For greater certainty, the Board will not provide the Services during weekends, holidays (including, but not limited to, Spring break, Summer holidays, December holidays) and professional development days.

2. BOARD RESPONSIBILITIES

- 2.1 The Board will provide either personnel employed by the Board or, in the discretion of the Board, volunteers or students to provide and carry out the Services (the “**Crossing Guards**”). For greater certainty, the Crossing Guards will not be employees of the Township.
- 2.2 The Board will ensure that all Crossing Guards wear safety vests or similar apparel to permit pedestrians and drivers to recognize them as crossing guards during the provision of the Services.
- 2.3 The Board will ensure that all Crossing Guards use a hand held stop sign during the provision of Services.

3. TOWNSHIP RESPONSIBILITIES

- 3.1 Subject to Section 3.2, the Township will provide to the Board an annual and recurring funding grant for the Program to fund the costs and expenses incurred by the Board in the provision of the Services (including, but not limited to, wages and salaries for any Board personnel used in connection with the Services) (the “**Grant**”). The Township acknowledges and agrees that the Board is relying on the Grant to participate in the Program and provide the Services.
- 3.2 On or before September 1 of each and every year of the Term (as defined below), the Township will consider the requirements of the Board in respect of the Program and endeavour and use commercially reasonable efforts to approve the Grant in the annual budget for the Township. Notwithstanding the foregoing, the Board acknowledges that the approval of the Grant is subject to approval by the Council for the Township.
- 3.3 In determining the amount of the Grant each year, the Township will consider, without limitation, the following factors:
 - (a) the number of Schools participating in the Program;
 - (b) any annual increases associated with the collective agreements to which British Columbia Teachers’ Federation or the British Columbia Public School Employers’ Association are parties to; and

(c) any other agreements or circumstances that may impact compensation or availability of Board personnel to provide the Services.

3.4 The Township will assist, and provide advisory services to, the Board in connection with transportation, safety and other operational issues relating to the Program and provision of the Services. In connection with the foregoing, the Township will provide analysis of issues and deliver action plans to resolve such issues in a timely manner.

3.5 The Township will provide advisory services to the Board in all matters relating to the Program and the provision of Services including, but not limited to, crossing guard placements, duration of the Services, times for providing Services, quality of delivered Services and such other matters relating to the Program and the Services as the Board may request from time to time. In connection with the foregoing advisory services, the Township will consider such issues and matters through a framework of transportation, safety, and equity.

3.6 The Township will promptly review and respond to all requests by the Board regarding change of crossing guard locations, balancing of crossing guards, timing of services and such other matters relating to the Services and the Program.

4. JOINT RESPONSIBILITIES

4.1 On or before September 1 of each and every year of the Term (as defined below), the Board and the Township will jointly establish an annual calendar containing key dates for the Program, including, without limitation, reporting dates, forecasted budget dates and such other dates as the parties may mutually determine.

4.2 Upon the request of either the Board or the Township, the Board and the Township will promptly meet to discuss and agree on the Schools participating in the Program, the location of the Services, the duration of the Services and such other matters pertaining to the Services as either the Board or the Township may wish to resolve.

5. PAYMENT

5.1 The Board will invoice the Township for the Services on a bi-annual basis as follows:

- (a) June 1st for the period commencing on January 1st and ending on June 30th of any given year; and
- (b) December 1st for the period commencing on September 1st and ending on December 31st of any given year.

5.2 Upon receipt of invoices from the Board, the Township will promptly approve the invoices and remit payment of the invoices to the Board within thirty (30) days of receipt of the same.

6. TERM

6.1 The term of the Program and this MOU will commence on September 1, 2023 and continue on an annual basis until this MOU is terminated in accordance with Section 7 below (the "Term").

7. TERMINATION

- 7.1 Either the Board or the Township may terminate the Program and this MOU by delivering at least 90 days' prior written notice to the other party (the "**Termination Notice**"), which Termination Notice must include the date of termination of the Program and this MOU.
- 7.2 The Board and the Township may terminate the Program and this MOU by mutual written agreement.

8. DISPUTE RESOLUTION

- 8.1 Any dispute arising between the Board and the Township in connection with the interpretation or application of this MOU or with the Program will be referred to the Township's Chief Administrative Officer and the Board's Secretary-Treasurer for resolution. If the Township's Chief Administrative Officer and the Board's Secretary-Treasurer are unable to resolve the dispute, either may serve notice on the other to refer the matter to mediation in accordance with Section 8.2.
- 8.2 If either the Board or the Township serves notice on the other party pursuant to Section 8.1, the Board and the Township will submit the dispute to a single mediator to be agreed upon by the Board and the Township and, failing agreement, to a mediator appointed by the Vancouver International Arbitration Centre. The fees and expenses of the mediator will be borne equally by the Board and the Township.

9. MISCELLANEOUS

- 9.1 Each of the Board and the Township warrants that it has taken all corporate proceedings required to enter into and perform its obligations pursuant to this MOU.
- 9.2 The Parties each agree to execute and deliver all such further documents and assurances and to do and perform all such further acts and other things as may be reasonably required to carry out the terms and conditions of this MOU.
- 9.3 No partnership nor joint venture nor trust nor any agency is created by or under this MOU. The Township does not have any authority to commit the Board to do anything. The Board does not have any authority to commit the Township to do anything.
- 9.4 Neither this MOU, nor any rights or obligations hereunder, may be assigned, delegated, or conveyed by either the Board or the Township without the prior written consent of the other party.
- 9.5 Each of the Board and the Township acknowledge that the other party is a public body subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia) and as such either party may be required to disclose information and documents regarding this MOU between the Board and the Township.
- 9.6 All notices to third parties and all other publicity concerning the Program shall be jointly planned and coordinated by the Board and the Township and no party shall act unilaterally in

this regard without the prior approval of the other party (such approval not to be unreasonably withheld), except where required to do so by law or by the applicable regulations or policies of any governmental agency of competent jurisdiction.

- 9.7 This MOU will be construed and governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 9.8 This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered is deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Board and the Township have executed this MOU as of the date set forth above.

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA),
by its authorized signatory:

Per: 
Name: Katrina Stride
Title: Secretary-Treasurer

THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT,
by its authorized signatory(ies):

Per: 
Name: DAN HOWARD
Title: Chief Administrative Officer

Per: _____
Name:
Title: