



STAFF REPORT

SUBMITTED BY: Chris Frotten

DATE: April 15, 2019

SUBJECT: Municipal Physical Activity Leadership Program (MPAL) MOU

ORIGIN

The one-year extension to the original 5-year agreement between the Province and the Municipality for the Municipal Physical Activity Leadership Program has expired. The Province has refreshed the program and has offered another 5-year agreement to the Municipality.

BACKGROUND

In 2012, the Municipality of Barrington hired their first Physical Activity Coordinator. In the following year, the Municipality entered into a 5-year agreement with the Province for funding towards the position, under the MPAL Program. This program's goal was to develop a physical activity plan focusing on the youth, ages 12 to 18, especially girls, on the female population in general and on walking and biking as part of daily living. In addition to the development of the plan, the program would see its implementation by the Physical Activity Coordinator.

In 2012, the Municipality's Physical Activity Plan was launched which highlighted the current situation, the importance of physical activity, the needs of the community determined through public consultation, the goals and objectives of the plan and how the plan was to be implemented. Since that time, the Physical Activity Coordinator has implemented objectives of the plan and seen to the development of many innovative and exciting programs, services and activities.

This new agreement focuses the program on the Province's new action plan for increasing physical activity called *Let's Get Moving Nova Scotia*. This strategy will make physical activity more accessible by helping to change the way we think about movement and emphasizing less structured activities. It will reach out residents in places where they spend most of their time, like where they live, work, study or play.

DISCUSSION

Recreation is a traditional municipal service that has been in high demand in the past 5-10 years. Our residents are focusing on practicing healthy and active lifestyles and are interested in social and cultural

events which requires our recreation department to consider new programs and maintain and evaluate our infrastructure on a consistent basis.

Receiving funding which allows the Municipality to have an additional person in the recreation department which is dedicated to the development and coordination of programs and services, especially for target groups such as our youth and seniors, is the biggest benefit of participating in this program. The Recreation Director has a responsibility of managing staff and our facilities which does not allow them to consistently develop new programs or even manage our existing programs. Therefore, if we want our recreation department to grow and be in a position to stay current with today's recreation needs, Council should continue with this arrangement.

In addition, the relationship we have created with the Province helps us in terms of successfully attaining other funding grants such as the Recreational Facility Development grant and accessing experts in this field. Removing that link with our Provincial colleagues would hinder our ability in these respects.

Finally, the program has been very successful both in our Municipality and across the Province. At this time, there are now 53 Coordinators throughout the Province (43 municipal and 10 Mi'Kmaq coordinators) which speaks to its value and which has created an excellent network of recreation experts throughout the Province of which we are a part of and benefit directly from every day.

BUDGET IMPLICATIONS

First, the funding being offered remains the same as in the previous agreement - \$30,000 per year for five (5) years. This represents a total investment of \$150,000 by the Province in our recreation service.

Second, according to the agreement, the Municipality must contribute a minimum of \$20,000 to the salary and benefits, professional development and travel of the MPAL staff each year of the agreement. This would represent a minimum municipal investment of \$100,000 over a the 5-year period. That being said, it is likely that the municipal contribution would be closer to \$25,000 per year as it would include expenses related to activities and events organized by the Physical Activity Coordinator.

LEGAL IMPLICATIONS

N/A

PUBLIC CONSULTATION/COMMUNICATIONS

N/A

RECOMMENDATION

Due to the popularity of recreation and the importance of developing new programs and services, the amount of recreation infrastructure in our Municipality that will require substantial time and effort to

manage and improve and our ability to leverage our municipal dollars with Provincial funds, I would recommend accepting the MOU as presented and entering into another 5-year agreement.

SUGGESTED MOTION

Move that Council accept the new 5-year Memorandum of Understanding for the Municipal Physical Activity Leadership Program.

ATTACHMENTS

- ✦ 2013 MPAL MOU
- ✦ 2019 MPAL MOU

MEMORANDUM OF UNDERSTANDING made this 29 day of July, 2013

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of Nova Scotia, represented in this behalf by the Department of Health and Wellness, (hereinafter referred to as the "Department")

OF THE FIRST PART

- and -

MUNICIPALITY OF THE DISTRICT OF BARRINGTON, (hereinafter referred to as "the Municipality")

OF THE SECOND PART

WHEREAS there are many health, social, economic and environmental benefits associated with increasing physical activity levels in the community;

AND WHEREAS the government of Nova Scotia, in collaboration with youth, parents and all sectors, wants to reverse the trend of physical inactivity in the Province and avoid the social and economic burden of chronic diseases such as heart disease, Type II diabetes and some forms of cancer;

AND WHEREAS Municipal governments may impact healthy communities by including physical activities opportunities through parks, trails, active transportation, indoor and outdoor facilities, programs, leadership development, special events, volunteer recognition, after school programs, community use of schools and assisting community groups;

AND WHEREAS the Department has a program known as the Municipal Physical Activity Leadership Program (MPAL);

AND WHEREAS the MPAL Program will normally commence with a 5 year agreement intended to provide qualified leadership to support the development and implementation of a comprehensive physical activity strategy approach by municipal government as a whole;

AND WHEREAS the Department desires to encourage co-operation among Municipalities in delivering the program;

AND WHEREAS the Municipality will be cooperating with the Town of Clark's Harbour;

THEREFORE in consideration of the covenants and agreements contained in this Memorandum of Understanding, the parties agree as follows:

Execution Copy

1. MUNICIPAL ROLES AND RESPONSIBILITIES

The Municipality is responsible for hiring an MPAL staff person (the “MPAL Staff”) and development, implementation and monitoring of a comprehensive “whole of government” strategy to increase physical activity in the Municipality (the “Plan”).

Specific responsibilities of the Municipality are to:

- 1.1. Ensure the initial Plan is completed within one year of the start of a new MPAL position.
- 1.2. Ensure the Plan follows the principles set out in Schedule “A” and in particular addresses the following priorities:
 - A. Focus on youth, ages 12 to 18, especially girls;
 - B. Focus on female population across the lifespan; and
 - C. Walking and biking as part of daily living.
- 1.3. Identify a lead departmental staff (usually recreation) to provide leadership and management of the Plan.
- 1.4. Develop the job description and hiring process for the MPAL Staff in partnership with staff of the Department, and in accordance with the guiding principles set out in Schedule “B”.
- 1.5. Hire and be the employer of the MPAL Staff.
- 1.6. Develop a written planning process, with assistance from the Department, which identifies key tasks such as managing the planning process, gathering information and best practices, community consultation, communication with other municipal department staff and elected officials, involvement by community partners and a time line that concludes with council approval of the plan.
- 1.7. Submit the written planning process to the Physical Activity, Sport and Recreation Regional Office of the Department within three (3) months of the date the MPAL Staff is hired.
- 1.8. Develop appropriate partnerships with adjacent municipal units, health, education, and related organizations.
- 1.9. Seek input and feedback from the Department on drafts of the Plan on a timely basis.

- 1.10. Implement the Plan based on available resources.
- 1.11. Participate in provincially sponsored training and networking events.
- 1.12. Prepare an annual report on progress, including annual achievements and financial expenditures, to be submitted to the Department in accordance with clause 7.1.
- 1.13. Participate in provincially sponsored evaluation of the MPAL program in consultation with the Department
- 1.14. Recognize the Department's contribution to the program in promotional coverage of the Plan.

2. DEPARTMENTAL ROLES AND RESPONSIBILITIES

The Department is responsible for assisting the Municipality with development, implementation and evaluation of the Plan.

Specific responsibilities of the Department are to:

- 2.1. Assist and support the municipality with the staffing process for the MPAL program, including but not limited to developing the job description and selection criteria and participating in the selection committee as required. The Department will review and approve the hiring process and job description before the position is posted.
- 2.2. The department is not and shall not be deemed to be the employer of the MPAL staff.
- 2.3. Provide consultation, technical advice and support to elected and appointed officials on the Plan.
- 2.4. Provide orientation, training and resource materials on the MPAL program and new and emerging trends that effect physical activity.
- 2.5. Coordinate opportunities for sharing between municipal units on a regional and provincial basis.
- 2.6. Fund a citizen survey in the Municipality to establish current physical activity levels, attitudes toward physical activity, and current facilities and programs to help inform the Plan and to measure progress.
- 2.7. Inform the Municipality about provincial government policies and programs that affect physical activity.

- 2.8. Provide a template for the annual reporting process, including progress on the Plan and a financial statement.
- 2.9. Coordinate an evaluation process for the MPAL program.
- 2.10. Provide funding in accordance with Section 4 of this Memorandum of Understanding.

3. TERM

- 3.1. The term of this Memorandum of Understanding will commence on April 1, 2013 and expire on March 31, 2018 or on such earlier date as the Memorandum of Understanding may be terminated pursuant to subsection 5.1 or 5.2.
- 3.2. The Memorandum of Understanding may be renewed with the mutual written consent of both Parties.

4. FUNDING

- 4.1. The Department will make available, subject to the terms of this Memorandum of Understanding, an annual funding amount of \$30,000.00 (thirty thousand dollars) per fiscal year, to be pro-rated for terms that commence later than April 1st of a given year, such funding to be used towards the salary, benefits, professional development and travel ("Salary and Benefits") of the MPAL staff to develop and implement the Plan for the MPAL Program.
- 4.2. The annual funding amount in Section 4.1 is based on 2 co-operating Municipalities and is to be paid as follows:
 - (a) In the first year of the agreement, 80% of the annual funding amount, pro-rated if applicable, on the start date of employment of the MPAL staff;
 - (b) 20% of the initial year funding amount on January 31st of the applicable fiscal year, provided that if the agreement is signed after January 31st, then the total pro-rated amount for the initial year shall be paid on the start date of employment of the MPAL staff;
 - (c) Subject to 4.4, in subsequent years of the Agreement, 80% of the annual funding amount will be paid on June 1st, and the remaining 20 % on January 31st.

- 4.3. The Municipality agrees to make contribution of a minimum of \$20,000.00 (twenty thousand) per fiscal year, toward the Salary and Benefits of the MPAL staff for the MPAL Program each year of the Agreement. The contribution will be pro-rated for terms that commence later than April 1st of a given year.
- 4.4. The payment of funds by the Department is contingent upon receipt of the Annual Report from the Municipality as set out in clause 7.2.
- 4.5. The Department's obligation to pay money to the Municipality under this Memorandum of Understanding is subject to an annual appropriation being available in the fiscal year of the province during which the payment becomes due.
- 4.6. The Municipality agrees that the annual funding amount shall be adjusted and pro-rated based on the actual cost of the Salary and Benefits of the MPAL staff in a given year at the Department's discretion.
- 4.7. The Municipality agrees that if a surplus of funds remains at the end of the term of this Memorandum of Understanding, the funds will be dispersed in the manner agreed to by the Department.

5. TERMINATION

- 5.1. In the event that the Municipality fails to keep, observe or perform any of the other terms, conditions or covenants herein contained or allows such default to continue for ten (10) days after notice of such default has been given to the Municipality, the Department may terminate this Memorandum of Understanding by giving forty-five (45) days notice in writing.
- 5.2. Notwithstanding subsection 5.1, either party may terminate this Memorandum of Understanding at any time by giving at least six (6) months notice.
- 5.3. The Municipality, as employer of the MPAL Staff, is responsible for any amounts owing to the MPAL Staff on or after termination of this Memorandum of Understanding for any reason.

6. NOTICE

- 6.1. Throughout the Term of this Memorandum of Understanding, all notices and communications in connection with this Memorandum of Understanding are to be addressed to:

The Department

Mike Arthur
Manager, Physical Activity
Department of Health and Wellness
14th Floor – Barrington Tower
1894 Barrington Street PO Box 488
Halifax, NS B3J 2R8

The Municipality

Brian Holland
Clerk/Treasurer
PO Box 100
Barrington, NS B0W 1E0

7. RECORDS

- 7.1. The Municipality agrees to maintain records and program documentation for the MPAL program satisfactory to the Department during the Term of and for a period of seven (7) years from the Termination of this Memorandum of Understanding. In order for the Department to monitor the quality of services performed, the Municipality agrees to permit the Department full access to all records, accounts and facilities related to the program and to meet with members of staff of the program at mutually agreeable times.
- 7.2. The Municipality shall provide the Department with a copy of an annual report related to the program, following the template provided by the Department, no later than May 31st of each year.

8. GENERAL

- 8.1. This Memorandum of Understanding may be amended by the parties by agreement in writing.
- 8.2. If anything is required to be done by the Department pursuant to this Memorandum of Understanding, it may be done by anyone duly authorized to act on the Department's behalf.
- 8.3. The Municipality shall not assign or subcontract this Memorandum of Understanding or any part thereof prior to obtaining the written consent of the Department, whose consent may be withheld for any reason.
- 8.4. The Municipality is acting as an independent contractor in the performance of this Memorandum of Understanding and shall not be deemed to be an employee, agent or in a joint venture with the province.

IN WITNESS WHEREOF the parties hereto have caused this MOU to be properly executed on the dates hereinafter set forth.

SIGNED, SEALED AND DELIVERED)
in the presence of)

Deborah Fiam
Witness

HER MAJESTY THE QUEEN in right of
the Province of Nova Scotia as represented in
this behalf by the Department of Health and
Wellness

[Signature]
Per:

July 29 / 13
Date

DeBlanc - Messenger
Witness

MUNICIPALITY OF THE DISTRICT OF
BARRINGTON

[Signature]
Per: Brian Holland, Clerk/Treasurer

July 23, 2013
Date

[Signature]
Per: Lindsay Nickerson, Warden

July 23, 2013
Date

Schedule "A" **PLAN PRINCIPLES**

The following principles should guide the development of comprehensive municipal and community wide physical activity plans. It is expected that each strategy will show how each principle is addressed:

1. **Whole of Municipal Government:** Integrate physical activity and the creation of active communities into the existing planning and decision-making processes of all relevant operational areas in the municipal government. Use physical activity to meet municipal objectives by linking municipal physical activity plans to other municipal strategies and aligning physical activity strategies with the priorities of other sectors.
2. **Comprehensive:** Use multiple strategies and multi-level interventions to address factors influencing physical activity behavior at the individual, social and physical environments, and policy levels. This includes physical activity in settings other than recreation such as active transportation, work or school and the home environment.
3. **Partnerships:** Invite relevant sectors of society to collaborate in promoting physical activity and creating an active community. Potential partners include government and non-government organizations, schools, community groups, and business, at all levels.
4. **Sustainable:** Seek political, organizational, and financial commitment from active community partners for long-term physical activity strategies.
5. **Community Involvement:** Involve local residents in creating active communities and make it easy for people to participate in community consultations, planning, and implementation activities.
6. **Evidence-Informed and Effective:** Use the best available evidence of what works to inform decisions in policy, planning, program development, and practice.
7. **Tailored to the Community:** Adapt physical activity interventions to the local context and ensure that existing community assets are used where appropriate.
8. **Whole Population Reach:** Design physical activity interventions and approaches to reach as many people as possible while recognizing that some groups need special attention. Use a life-course approach to address the needs of people in various phases of human development i.e. children, youth, families, adults, and older adults.
9. **Equity:** Eliminate disparities in access to physical activity opportunities and reduce social and health inequities that arise as a result of factors such as geography, ethnicity, gender, and socio-economic status by focusing on the most inactive groups and groups with inequitable access to physical activity resources.

- 10. Capacity Building:** Build the commitment, skills, and knowledge of active community leaders and partners at all levels through training in physical activity interventions.
- 11. Focus on populations that are inactive or sedentary:** Moving sedentary people from light or no activity to a point where they accumulate 30 minutes of moderately intense activity on 3-4 days per week is the best gain from a population perspective. Achieving the recommended guideline of 150 minutes or more per week is better for health gains but some activity is better than none.

SCHEDULE "B"**MPAL STAFF POSITION PRINCIPLES**

1. The MPAL staff position (the "MPAL Staff") will work in cooperation with appropriate Municipal staff to use the Plan to identify actions expected by a range of Municipal staff or elected officials. For example, public works staff may need to salt sidewalks at a different time, or the CAO may need to talk with the School Board Superintendent about community use.
2. Cooperation with other key departments and staff (such as recreation, planning, tourism etc.) is essential.
3. The MPAL Staff is not intended to replace or duplicate ordinary functions of the Municipal recreation department. Some latitude may be given to establish the basic functions of a recreation department where none currently exists, but the priority will remain physical activity outcomes.
4. The duties of the MPAL Staff should reflect the diversity of the Plan in terms of requiring multiple actions covering policy development, program development, public awareness and changes to the social and built environments.
5. The MPAL Staff can be expected to play a fair and equal role with municipal-wide priorities from time to time.
6. The MPAL Staff is expected to participate in regional physical activity projects and teams.

1. MUNICIPALITY ROLES AND RESPONSIBILITIES

The Municipality is responsible for hiring an MPAL staff person (the “MPAL Staff”) and development, implementation and monitoring of a comprehensive Municipality” wide plan to increase physical activity in the Municipality (the “Plan”).

Specific responsibilities of the Municipality are to:

- 1.1. Identify a supervisor in the Municipality to provide leadership and management of the Plan.
- 1.2. Develop the job description and hiring process for the MPAL Staff in partnership with staff of the Department, and in accordance with the guiding principles set out in Schedule “B”.
- 1.3. Hire and be the employer of the MPAL Staff.
- 1.4. Develop a written planning process, with assistance from the Department, which identifies key tasks such as managing the planning process, gathering information and best practices, Municipality consultation, communication with other Municipality staff and elected officials, involvement by Municipality partners and a time line that concludes with council approval of the Plan.
- 1.5. Submit the written planning process to the Communities, Sport and Recreation Regional Office of the Department within three (3) months of the date the MPAL Staff is hired.
- 1.6. Develop partnerships as needed, with adjacent municipal units, health, education, related organizations and local business.
- 1.7. Lead implementation and evaluation of the Plan, working with local partners and based on available resources.
- 1.8. Ensure the Plan follows the principles set out in Schedule “A”, subject to any amendments to Schedule “A”, and in particular addresses the priorities of the Department which may be updated by the Department from time to time (with six months’ notice), but currently includes: the integration of less-structured physical movement in bouts throughout the day.
- 1.9. Design the Plan to contribute to the following outcomes:
 - A. Social supports for walking, for example community mobilization of volunteers to create social networks that support walking and leveraging campaigns to impact social norms regarding walking.

- B. Physical environment supports for walking in the natural or man made environment, for example stairwell enhancements or building or improving trails, sidewalks and crosswalks.
 - C. Social supports for other less structured movement, for example community mobilization of volunteers to create social networks that support movement that can easily be incorporated into daily life (e.g. cycling, active play) and leveraging campaigns to impact social norms.
 - D. Physical environment supports for other less structured movement, for example changes to the natural and man made environment that support movement that can easily be incorporated into daily life (e.g. play boxes, community gardens, painted games and bike lanes).
 - E. Policies to support movement, for example, written policies to encourage movement through recreation access, walking meetings and active transportation.
- 1.10. Seek input and feedback from the Department on drafts of the Plan on a timely basis.
 - 1.11. Prepare an annual report on progress towards outlined outcomes (see 1.9), including annual achievements and financial expenditures, to be submitted to the Department in accordance with clause 7.1.
 - 1.12. Participate in provincially sponsored monitoring of the MPAL program in consultation with the Department.
 - 1.13. Participate in provincially and regionally sponsored training and networking events.
 - 1.14. Recognize the Department's contribution to the program in promotional coverage of the Plan.
 - 1.15. Monitor and refresh the Plan after every five years.

2. DEPARTMENTAL ROLES AND RESPONSIBILITIES

The Department is responsible for assisting the Municipality with development, implementation and evaluation of the Plan.

Specific responsibilities of the Department are to:

- 2.1. Assist and support the municipality with the staffing process for the MPAL program, including but not limited to developing the job description and selection criteria and participating in the selection committee as required. The Department will review and approve the hiring process and job description before the position is posted.
- 2.2. The Department is not and shall not be deemed to be the employer of the MPAL staff.

- 2.3. Provide consultation, technical advice and support to elected and appointed officials on the Plan.
- 2.4. Provide orientation, training and resource materials on the MPAL program and new and emerging trends that effect physical activity and movement.
- 2.5. Coordinate opportunities for sharing between Municipality units on a regional and provincial basis.
- 2.6. Provide opportunity to apply for funding to support some elements of Plan development, implementation and local monitoring and evaluation.
- 2.7. Inform the Municipality about provincial government policies and programs that affect physical activity.
- 2.8. Provide a template for the annual reporting process, including progress on the Plan and a financial statement.
- 2.9. Coordinate monitoring for the MPAL program.
- 2.10. Provide funding in accordance with Section 4 of this Agreement.

3. TERM

- 3.1. The term of this Agreement will commence on April 1, 2019 and expire on March 31, 2024 or on such earlier date as the Agreement may be terminated pursuant to subsection 5.1 or 5.2.
- 3.2. The Agreement may be renewed with the mutual written consent of both Parties.

4. FUNDING

- 4.1. The Department will make available, subject to the terms of this Agreement, funding in the amount of \$30,000.00 per fiscal year, to be pro-rated for terms that commence later than April 1st of a given year, such funding to be used towards the salary, benefits, professional development and travel (“Salary and Benefits”) of the MPAL Staff to develop and implement the Plan for the MPAL Program.
- 4.2. The annual funding amount in Section 4.1 is to be paid as follows:
 - (a) In the first year of the agreement, 80% of the annual funding amount, pro-rated if applicable, on the start date of employment of the MPAL staff;

- (b) 20% of the initial year funding amount by January 31st of the applicable fiscal year, provided that if the agreement is signed after January 31st, then the total pro-rated amount for the initial year shall be paid on the start date of employment of the MPAL staff;
 - (c) Subject to 4.4, in subsequent years of the Agreement, 80% of the annual funding amount will be paid following the receipt and approval of the annual report, and the remaining 20 % by January 31st.
- 4.3. The Municipality agrees to make contribution of a minimum of \$20,000 per fiscal year, toward the Salary and Benefits, professional development and travel of the MPAL Staff for the MPAL Program each year of the Agreement. The contribution will be pro-rated for terms that commence later than April 1st of a given year.
 - 4.4. The payment of funds by the Department is contingent upon receipt of the Annual Report from the Municipality as set out in clause 7.2.
 - 4.5. The Department's obligation to pay money to the Municipality under this Agreement is subject to an annual appropriation being available in the fiscal year of the province during which the payment becomes due.
 - 4.6. The Municipality agrees that the annual funding amount shall be adjusted and prorated based on the actual cost of the Salary and Benefits of the MPAL Staff in a given year at the Department's discretion.
 - 4.7. The Municipality agrees that if a surplus of funds remains at the end of the term of this Agreement, the funds will be dispersed in the manner agreed to by the Department.

5. TERMINATION

- 5.1. In the event that the Municipality fails to keep, observe or perform any of the other terms, conditions or covenants herein contained or allows such default to continue for ten (10) days after notice of such default has been given to the Municipality, the Department may terminate this Agreement by giving forty-five (45) days' notice in writing.
- 5.2. Notwithstanding subsection 5.1, either party may terminate this Agreement at any time by giving at least six (6) months notice.
- 5.3. The Municipality, as employer of the MPAL Staff, is responsible for any amounts owing to the MPAL Staff on or after termination of this Agreement for any reason.

6. NOTICE

6.1. Throughout the Term of this Agreement, all notices and communications in connection with this Agreement are to be addressed to:

The Department

Elaine Shelton
 Manager, Physical Activity
 Communities, Culture and Heritage
 3rd Floor 1741 Brunswick Street
 PO Box 456 Stn Central
 Halifax NS B3J 2R5

The Municipality

Anna Kenney
 2447
 Hwy
 3 PO
 Box
 100
 Barrington, NS B0W 1E0

7. RECORDS

7.1. The Municipality agrees to maintain records and program documentation for the MPAL program satisfactory to the Department during the Term of and for a period of seven (7) years from the Termination of this Agreement. In order for the Department to monitor the quality of services performed, the Municipality agrees to permit the Department full access to all records, accounts and facilities related to the program and to meet with members of staff of the program at mutually agreeable times.

7.2. The Municipality shall provide the Department with a copy of an annual report related to the program, following the template provided by the Department, no later than May 31st of each year.

8. GENERAL

8.1. This Agreement may be amended by the parties by agreement in writing, with the exception that the Department may unilaterally amend the program plan outlined in Schedule "A" and the priority listed in clause 1.8. If the Department amends the plan principles or priorities it will provide six months' notice of the upcoming change and will work with the Municipality to develop an appropriate transition plan.

8.2. If anything is required to be done by the Department pursuant to this Agreement, it may be done by anyone duly authorized to act on the Department's behalf.

8.3. The Municipality shall not assign or subcontract this Agreement or any part thereof prior to obtaining the written consent of the Department, whose consent may be withheld for any reason.

8.4. The Municipality is acting as an independent contractor in the performance of this Agreement and shall not be deemed to be an employee, agent or in a joint venture with the province.

8.5. The Municipality acknowledges that the Department is subject to Nova Scotia’s Freedom of Information and Protection of Privacy Act and that this Agreement or portions of it are subject to disclosure in accordance with the provisions of that Act.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be properly executed on the dates hereinafter set forth.

SIGNED, SEALED AND DELIVERED
in the presence of

) **HER MAJESTY THE QUEEN** in right of the)
Province of Nova Scotia as represented in this)
behalf by the Department of Communities,
) Culture and Heritage
)
)
)

Witness

_____) Per:
)
)
) _____
) Date
)
)

) **MUNICIPALITY OF THE DISTRICT OF**
) **BARRINGTON/CLARK’S HARBOUR**
)
)

Witness

) _____
) Per: Chris Frotten, CAO
)
) _____
) Date

**Schedule “A”
PLAN PRINCIPLES**

The following principles should guide the development of Municipality wide plans to increase physical activity and decrease sedentary behaviour. It is expected that each plan will show how each principle is addressed:

Priority Principles

Execution Copy

1. **Focus on populations that are less active or sedentary:** Moving sedentary people from light or no activity to a point where they accumulate more activity is considered an important gain from a population perspective. Achieving the recommended movement guidelines is better but some activity is better than none. Small amounts of movement integrated throughout the day count. Groups for consideration include the less active population in general, the aging population (45 years+), adolescents, females in these specific age groups.
2. **Equity:** Eliminate disparities in access to physical activity opportunities and reduce social and health inequities that arise as a result of factors such as geography, ethnicity, gender, and socioeconomic status by supporting groups with inequitable access to physical activity resources. Priority groups may vary depending on the Municipality.

Additional Principles

3. **Comprehensive and cross setting:** Use multiple strategies and multi-level interventions to address factors influencing movement behavior at the policy, individual, social and physical environment, levels. This includes physical activity in settings other than recreation such as active transportation, work or school and the home environment.
4. **Partnerships:** Invite relevant sectors of society to collaborate in promoting movement and creating an active Municipality. Potential partners include government and non-government organizations, health, Municipality services, justice, schools, Municipality groups, and business, at all levels. Successful Municipality wide approaches often include focus on key settings.
5. **Whole of Municipal Government:** Integrate physical activity and the creation of active communities into the existing planning and decision-making processes of all relevant operational areas in the local government. Use physical activity to meet Municipality objectives by linking physical activity plans to other municipal/band strategies and aligning physical activity plans with the priorities of other sectors.
6. **Sustainable:** Seek political, organizational, and financial commitment from active Municipality partners for long-term physical activity approaches.
7. **Municipality Involvement:** Involve local residents in creating active Communities and make it easy for people to participate in Municipality consultations, planning, and implementation activities.
8. **Evidence-Informed and Effective:** Use the best available evidence of what works to inform decisions in policy, planning, and practice.
9. **Tailored to the Municipality:** Adapt physical activity interventions to the local context and ensure that existing Municipality assets are used where appropriate.

10. Whole Population Reach: Design physical activity interventions and approaches to reach as many people as possible while recognizing that some groups need special attention. Use a lifecourse approach to address the needs of people in various phases of human development i.e.

children, youth, families, adults, the aging population and elders.

11. Capacity Building: Build the commitment, skills, and knowledge of active Municipality leaders and partners at all levels through training in physical activity interventions.

SCHEDULE “B” MPAL STAFF POSITION PRINCIPLES

1. The MPAL staff position (the “MPAL Staff”) will work in cooperation with appropriate Municipality staff to use the Plan to identify actions expected by a range of staff or elected officials. For example, public works staff may need to salt sidewalks at a different time, or the CAO or Band manager may need to talk with the School Board Superintendent or Education Director about Municipality use of schools.
2. Cooperation with other Municipality departments and staff (such as recreation, planning, tourism, health, education etc.) is essential.
3. The MPAL Staff is not intended to replace or duplicate ordinary functions of the Municipality recreation department. Some latitude may be given to establish the basic functions of a recreation department where none currently exists, but the priority will remain physical activity outcomes.
4. The duties of the MPAL Staff should reflect the diversity of the Plan in terms of requiring multiple actions covering policy development, program development, public awareness and changes to the social and built environments.
5. The MPAL Staff can be expected to play a fair and equal role with Municipality-wide priorities from time to time.
6. The MPAL Staff is expected to participate in regional physical activity projects and teams.