

**AGREEMENT** made this 1<sup>st</sup> day of April , 2024

**BETWEEN:**

**HIS MAJESTY THE KING** in right of the Province of Nova Scotia, represented in this behalf by the Department of Communities, Culture, Tourism and Heritage (hereinafter referred to as the "Department")

**OF THE FIRST PART**

- and -

**MUNICIPALITY OF THE DISTRICT OF ARGYLE (“the Municipality”)**

**OF THE SECOND PART**

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

**AND WHEREAS** the government of Nova Scotia, in collaboration with youth, parents and all sectors, wants to address physical inactivity and sedentary time in the Province and avoid the associated social and economic burden.

**AND WHEREAS** Nova Scotia’s Let’s get Moving action plan strives to support Nova Scotians to include more movement in daily life;

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

**AND WHEREAS** the Department wishes to provide the Municipality with MPAL funding, which is intended to be used towards hiring qualified leadership to support the development and implementation of a comprehensive plan to encourage physical activity and breaks in sedentary time led by the Municipality.

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

## 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.
  - 1.16. Prepare an implementation strategy for the Plan annually, covering April 1- March 31<sup>st</sup> of each year of this Agreement.
  - 1.17. Submit the implementation strategy for the Plan to the Department annually by May 15<sup>th</sup> each year of this Agreement. The implementation strategy must be satisfactory to the Department in form and content.

## **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, 2024 and expire on March 31, 2029 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 \$25,000 per fiscal year, to be pro-rated for terms that commence later than April 1<sup>st</sup> 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 31<sup>st</sup> of the applicable fiscal year, provided that if the agreement is signed after January 31<sup>st</sup>, 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 31<sup>st</sup>.
- 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 1<sup>st</sup> 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 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 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**

Manager, Physical Activity  
Communities, Culture, Tourism and Heritage  
3<sup>rd</sup> Floor 1741 Brunswick Street  
PO Box 456 Stn Central  
Halifax NS B3J 2R5

**The Municipality**

**Natalie d'Entremont**  
**Mun of the District of Argyle**  
**5 JE Hatfield Court**  
**Tusket NS B0W 3M0**

**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 1<sup>st</sup> of each year, starting May 1<sup>st</sup>, 2025.

**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 )

Colleen Strickland )

\_\_\_\_\_  
Witness )

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

*Michelle Arceci*

\_\_\_\_\_  
Per: )

May 29/24 )

\_\_\_\_\_  
Date )

*Natalie d'Entremont*  
\_\_\_\_\_  
Witness )

**MUNICIPALITY OF THE DISTRICT OF** )  
**ARGYLE** )

*[Signature]*  
\_\_\_\_\_  
Per: Alain Muise, CAO )

*May 28, 2024*  
\_\_\_\_\_  
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**

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 socio-economic 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 life-course 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.