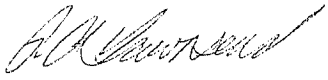


**Transportation Standing Committee  
February 23, 2012**

**TO:** Chair and Members of the Transportation Standing Committee

**SUBMITTED BY:**   
Phillip Townsend, Director, Planning & Infrastructure

**DATE:** January 13, 2012

**SUBJECT:** Cost-sharing Agreement for LocalMotion Project – QUEST Canada

**ORIGIN**

Opportunity for funding support through QUEST Canada, an organization of which HRM is a member. This project aligns with the Transportation Demand Management Functional Plan (Recommendation 9.0(c)).

Staff provided an information briefing note on the project for the August 10, 2011, Transportation Standing Committee (item 8.1) prior to applying for the funding.

**RECOMMENDATION**

It is recommended that the Transportation Standing Committee recommend to Halifax Regional Council that the Mayor and Clerk be authorized to sign a cost-sharing agreement with QUEST Canada to undertake the implementation of the LocalMotion project.

## **BACKGROUND**

QUEST Canada is a collaborative network of organizations actively working to make Canada a world leader in the design, development and application of integrated energy solutions. Using a grant from the Province of Nova Scotia, QUEST Canada is supporting projects that improve the sustainability of the transportation system.

HRM Staff developed the LocalMotion project based on similar community-based social marketing initiatives in Edmonton, Vancouver, Winnipeg and the Region of Waterloo. The project was submitted to QUEST for funding consideration in August, 2011.

## **DISCUSSION**

One of the key recommendations of the TDM Functional Plan is to provide aggressive public education, marketing and advertising aimed at changing travel attitudes and behaviours. TDM initiatives typically focus on one of three settings for changing attitudes and behaviour: workplaces, schools and households.

The LocalMotion project will focus on households or where people live. Other Canadian cities have used a community-based marketing approach to change travel attitudes and behaviours based on where people live. In this approach, a particular community or neighbourhood is selected to take part in education and promotion activities that incent changes in travel behaviour toward more sustainable choices.

Key elements of the approach include:

1. A general survey of community members on current transportation behaviours and attitudes to develop a baseline and to identify community members who are interested in sustainable transportation;
2. The development and personalized delivery of sustainable transportation information kits to those households interested in trying sustainable modes;
3. Organizing community events, training and promotions to encourage sustainable transportation (e.g. ecodriving training, bike safety and skills training, transit incentives, community transportation fair); and
4. Evaluation of the impact of the project on travel behaviour.

Every application of this approach in Canadian cities has successfully increased the modal share of transit, cycling, walking and carpooling. Results have shown that community pride in making sustainable choices can go a long way in influencing community culture.

The HRM LocalMotion initiative is inspired in particular by the City of Edmonton LocalMotion project. In addition to marketing and promotion activities, the Edmonton project incorporated community events and challenges that provided practical and fun opportunities for trying sustainable modes. The City of Edmonton has agreed to advise HRM on the implementation of this approach here.

Staff is currently researching potential neighbourhoods to try this approach in HRM. Considerations include level of existing transit services and active transportation infrastructure and if there are opportunities to increase their use. For example, Metro Transit has identified particular routes where LocalMotion activities could help to increase ridership.

By focusing on households and neighborhoods, LocalMotion complements existing HRM TDM activities. HRM's SmartTrip program currently focuses on workplaces and, in 2012, HRM will support the Making Tracks program which focuses on schools.

### **BUDGET IMPLICATIONS**

Funding in the amount of \$63,000.00 is available in Project No. CTR00908 – Transportation Demand Management Program. The budget availability has been confirmed by Financial Services.

**Budget Summary: Project No. CTR00908-Transportation Demand**

**Management Program**

Cumulative Unspent Budget	\$ 513,180.29
<b>Less: HRM Contribution</b>	<b>\$ 63,000.00</b>
<b>Plus: QUEST Grant</b>	<b><u>\$ 13,000.00</u></b>
Balance	\$ 463,180.29

The balance of funds in the account will be used for the implementation of the Transportation Demand Management Functional Plan.

### **FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN**

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Project and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Project and Operating reserves, as well as any relevant legislation.

### **COMMUNITY ENGAGEMENT**

There has been no direct community engagement to date on this project. However, the entire project is based on a community engagement approach.

**ALTERNATIVES**

Regional Council may choose to not accept the funding offered by QUEST Canada and to not undertake the project. This is not recommended by Staff.


**ATTACHMENTS**

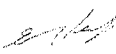
Attachment 1: Cost-sharing Agreement

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A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: David MacIsaac., Transportation Demand Management Program Supervisor, 490-1665

Report Approved by:   
Peter Duncan, Manager, Asset & Transportation Planning, 490-5449

Financial Approval by:   
Greg Keefe, Acting Chief Financial Officer, 490-6308

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## **AGREEMENT**

**THIS CONTRIBUTION AGREEMENT** made in duplicate as of the \_\_\_\_ day of \_\_\_\_\_, 2012.

**BETWEEN:**

**QUEST- QUALITY URBAN ENERGY SYSTEMS OF TOMORROW** (“QUEST”), a registered non-for profit organization incorporated under the laws in force in the Province of Ontario

### **OF THE FIRST PART**

- and -

**HALIFAX REGIONAL MUNICIPALITY (STRATEGIC TRANSPORTATION PLANNING)** (the “Grant Recipient”)

### **OF THE SECOND PART**

**WHEREAS** QUEST is undertaking to administer the project on behalf of the Canadian Gas Association who was the initial recipient of funds from the Province of Nova Scotia and serves as the secretariat of the funds on behalf of the Quality Urban Energy Systems of Tomorrow (QUEST) Nova Scotia Caucus;

**WHEREAS** QUEST and the Grant Recipient have agreed that QUEST will provide a grant to the Grant Recipient under the Nova Scotia Sustainable Transportation Grant Initiative administered by the QUEST Nova Scotia Caucus;

**THEREFORE** QUEST and the Grant Recipient agree as follows:

#### **1. DEFINITIONS**

1.1. A project means the project as described in the Grant Recipient’s application (attached hereto as Schedule A) and in the QUEST letter of approval of the Grant;

1.2. A Grant refers to the amount of funding provided to the Project from QUEST as per Schedule B.

## 2. CONTRIBUTION

- 2.1. QUEST and the Grant Recipient agree that QUEST's, notwithstanding any other provision on this agreement, liability shall not in any circumstance exceed \$12,000 (twelve thousand) to contribute to Local-Motion initiative and the specific tasks as outlined in Schedule A.
- 2.2. If changes in the purpose or scope of the project as described in Schedule A are required, the Grant Recipient shall request these changes by letter to QUEST. Confirmation of the proposed changes will be made by a letter from QUEST to the Grant Recipient.
- 2.3. Prior to the final payment of the Grant, a site visit and inspection of the facility and the financial records by QUEST may be required and carried out by a representative of QUEST Nova Scotia Caucus.
- 2.4. The Grant Recipient shall not commit or purport to commit QUEST to pay any money except as authorized by this agreement.
- 2.5. Unless the parties otherwise arrange, the Grant Recipient shall obtain, supply and pay for all labour, materials, facilities and approvals necessary or advisable to develop the Project.
- 2.6. Nothing in this agreement shall be interpreted or construed to prohibit or limit the right of the Grant Recipient to provide services for any person, government or agency.
- 2.7. (a) Unless advised otherwise by the QUEST, the contact person for the QUEST is Richard Laszlo, telephone 613-748-0057.  
  
(b) Unless advised otherwise by the Grant Recipient, the contact person for Halifax Regional Municipality (Strategic Transportation Planning) is David MacIsaac, telephone 902-490-1665.

## 3. TERM OF AGREEMENT

- 3.1. In order to be eligible to receive a contribution as described herein, **the Grant Recipient must submit its final claim for payment on or before March 31, 2012.**

## 4. METHOD OF PAYMENT

- 4.1. QUEST shall withhold ten percent (10%) from any payment under this agreement until:
  - a) The project has been completed to the satisfaction of the QUEST.
  - b) A final report documenting the completion of the Project as set out in Schedule B and any other final report as set out in Schedule A have been received and approved by QUEST and the QUEST Nova Scotia Caucus.

## **5. GRANT/ACKNOWLEDGEMENT**

- 5.1. QUEST requires that the Grant Recipient recognize the Department of Energy, and QUEST:
  - a) In all materials, publications and programs related to the grant.
  - b) Acknowledge the Department of Energy, and QUEST during all speaking events related to the grant.
- 5.2. Recognition of the Department of Energy and QUEST must be commensurate with that given to corporate or other sponsors or donors for similar support.
- 5.3. Prior to publishing, the Grant Recipient must forward final material, including acknowledgement, to QUEST for approval. At its sole discretion, QUEST reserves the right to order the acknowledgement removed.
- 5.4. QUEST reserves the right to make any public announcements about funding the Grant Recipient's project. The Grant Recipient will be advised beforehand.

## **6. PURPOSE AND SCOPE**

- 6.1. The Grant Recipient shall not, without the prior written consent, alter the purpose or scope of the Project as described in Schedules A and B.

## **7. ACCOUNTING**

- 7.1. The Recipient shall keep and maintain all records, invoices and other documents relating to the Project in a consistent manner and shall maintain such records for a period of one year following the completion of all reporting requirements referred to in Section 4.
- 7.2. QUEST reserves the right to inspect and copy any records, invoices and documents in the possession or under the control of the Grant Recipient which relate to the Grant at all reasonable times.

## **8. FINANCIAL REPORTS**

- 8.1. The Recipient shall submit a Financial Report, complete with "in kind" contributions, as support of Grant disbursement as outlined in Schedule B.
- 8.2. Notwithstanding any other clauses, QUEST has the right to at any time, before, during or after completion of the Project, to request a report from the Recipient, containing such information as QUEST requires (which may include an audit of the funds) and the Recipient shall immediately supply such information.

## **9. GRANT RESPONSIBILITIES**

- 9.1. The Recipient agrees that it is financially liable for the appropriate expenditures and reporting for the Grant and without limiting the generality of the foregoing, spending the Grant in any manner other than that agreed upon may lead to legal action against the Grant Recipient, as well as any other individual involved in such improper spending.
- 9.2. The Recipient shall repay to QUEST the whole or any part of the Grant if the Recipient breaches any terms or conditions of this Agreement.

## **10. COMPETITIVE PRICING**

- 10.1. The Recipient shall conduct a process of competitive pricing for goods and services relating to the Project.

## **11. CONFLICT OF INTEREST**

- 11.1. The Grant Recipient shall avoid situations which might cause a conflict of interest and shall immediately notify QUEST if any such conflict does or might appear to arise.

## **12. TERMINATION**

- 12.1. Either QUEST or the Grant Recipient may terminate this Agreement at any time without cause or liability upon providing 30 days' notice in writing to the other party.
- 12.2. QUEST may immediately terminate this Agreement if the Grant Recipient breaches or defaults on any term or condition and fails to remedy the same in a manner deemed satisfactory to QUEST within five (5) days of being given written notice of the breach or default.
- 12.3. The termination of this Agreement shall not affect any rights, duties, obligations or liabilities that arise or have accrued prior to the effective date of termination.
- 12.4. Where the Agreement is terminated or expires, the Grant Recipient shall, if requested, immediately turn over to QUEST copies of all documents, records, reports and other materials which have been maintained by the Grant Recipient or its officers, employees, members and staff pursuant to this Agreement. In addition, where the Agreement is terminated for any reason and any of the funds provided to the Grant Recipient under Article 3.02 are unexpended or have been expended for purposes other than for the Project, those funds shall become immediately due and payable to QUEST by the Grant Recipient.



### **13. RELATIONSHIP**

- 13.1. Pursuant to this Agreement, the Grant Recipient is recipient of a discretionary grant of funding from QUEST. The Grant Recipient and any employee, servant, agent, contractor or volunteer of the Grant Recipient are not an agent, employee or servant of the QUEST.
- 13.2. The Grant Recipient has no authority to bind QUEST to any agreement and agrees that it will not hold itself out as having any authority to QUEST or on behalf of QUEST.
14. **NOVA SCOTIA WORKERS' COMPENSATION ACT COVERAGE** If applicable, the Grant Recipient will ensure that coverage under the Nova Scotia *Workers' Compensation Act* is maintained for all of its employees and for any contractor of the Grant Recipient which performs work on the Project.

### **15. COMPLIANCE WITH LAWS AND PROVINCE'S PROCEDURES**

- 15.1. The Grant Recipient shall comply and shall require its contractors and employees to comply with all applicable laws, orders, rules and regulations.

### **16. CONFLICT OF INTEREST**

- 16.1. The Grant Recipient shall avoid situations which might cause a conflict of interest and shall immediately notify QUEST if any such conflict does or might appear to arise.

### **17. MISCELLANEOUS**

- 17.1. All references to monetary amounts in this Agreement or any Schedule shall be to Canadian dollars.
- 17.2. Time shall be of the essence in this Agreement.
- 17.3. This Agreement shall be governed by and construed in accordance with the laws in force in Ontario. The parties hereto submit to the jurisdiction of the court of Ontario
- 17.4. This Agreement constitutes the whole Agreement unless amended in writing and signed by both parties.
- 17.5. No modifications or waiver of the obligations of any party to this Agreement shall be effective unless made in writing and signed by each of the parties to this Agreement.
- 17.6. Any notice, demand or request herein provided or permitted to be given by any party to another shall be in writing and may be served by personal service or fax, addressed as follows:

a) To QUEST:           QUEST - Quality Urban Energy Systems of Tomorrow  
                                Attention: Richard Laszlo  
                                Telephone: 613-748-0057  
                                Fax: 613-748-9078

(b) To Grant Recipient:  
                                Attention: David MacIsaac  
                                Telephone: 902-490-1665  
                                E-mail: macisad@halifax.ca

Any party may at any time give notice in writing to the other of any change of address of the party giving such notice and the address therein specified shall be deemed to be the address of such party for the purpose of giving notice hereunder.

Those provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to the continuing obligations of QUEST and the Grant Recipient shall survive the termination of the Agreement.

- 17.7. This Agreement shall be binding upon the parties hereto, their respective heirs, administrators, successors and assigns.
- 17.8. The Grant Recipient agrees that any recourse or remedy arising with this Agreement arises from contract, and that it shall not have a claim or remedy, in damages or otherwise, in tort arising with performance or non-performance of this Agreement.
- 17.9. The Grant Recipient certifies that it has reviewed and fully understands this Agreement and agrees this Agreement constitutes the whole agreement between the parties, and no representation or statement not expressly contained herein shall survive this Agreement or be binding upon the Province.
- 17.10. Any discretionary authority or right under this Agreement is not subject to the expectations, reasonable or otherwise, of the parties to the agreement and any action taken pursuant to a discretionary provision is deemed to be an exercise in good faith.
- 17.11. No term or provision of this Agreement shall be deemed waived and no breach excused, unless the waiver or consent to the breach is in writing, signed by the party making the waiver or giving the consent. Any consent by a party or waiver of a breach by the other, whether expressed or implied, shall not constitute to, waiver of, or excuse for any different or subsequent breach or continuation of the same breach, unless expressly stated.
- 17.12. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall otherwise remain in full force and effect, and such term or provision shall be deemed removed from the Agreement.

17.13. The signatories to this Agreement hereby personally warrant that they have the full power and authority to enter in this Agreement on behalf of their respective parties and that the person signing this Agreement on behalf of each has been properly authorized and empowered.

18. It is agreed that this document is a public document for the purposes of the FOIPOP provisions of the Nova Scotia Municipal Government 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:

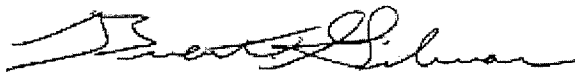
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Cathy Mellett, Municipal Clerk,  
Halifax Regional Municipality

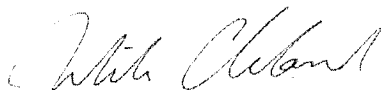
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Peter Kelly, Mayor,  
Halifax Regional Municipality

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
QUEST

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Witness

  
\_\_\_\_\_  
QUEST

**Schedule A**

To the Agreement between

**QUEST- QUALITY URBAN ENERGY SYSTEMS OF TOMORROW**

**And**

**HALIFAX REGIONAL MUNICIPALITY (STRATEGIC TRANSPORTATION PLANNING)**

<b>Budget Activity</b>	<b>Explanation</b>	<b>Budget</b>	<b>Cash</b>	<b>In-kind</b>
Project administration /direction.	Overall direction, reporting to QUEST and HRM Council, participation in community strategies	15,000		15,000 (HRM – Strategic Transportation Planning)
Project implementation/community animation:	A consultant or organization will be hired to: - Set up Community Strategies - Develop local transportation information kits - Organize and market events - Engage partners - Evaluate each strategy	25,000	25,000	
General community surveys and analysis	A consultant or organization will be hired to conduct the General Community Surveys and to advise on the evaluation of community strategies.	15,000	15,000	
Outreach Events/ Education Events	This will support implementation of Community Strategies	15,000		15,000
Marketing and Communications Materials	This will cover the Information Kits as well as overall marketing and incentives.		15,000	\$2,000 (minimum value of “prizes” and incentives that we would solicit.)
<b>Total</b>		<b>\$92,000</b>	<b>\$75,000</b>	

## Workplan

### February 2012

- Project Planning
- Neighbourhood assessment and selection
- Finalize marketing and branding strategy. The project is currently “Local-Motion” as it is inspired by the Edmonton Project. This approach will be analyzed against other options. (e.g. We may want to brand it with our “SmartTrip” identifier.)
- Consultation with HRM Community Development Services to develop community engagement approach
- RFP for project implementation services (Community Animation, Survey and Analysis Services).
- Advisory group formation and meeting

### March - April 2012

- Hire project implementation services
- Design outreach strategy for baseline survey on travel behaviour
- Survey design (based on existing HRM SmartTrip surveys)
- Form partnership with existing community group or form new Local Motion citizen advisory group
- Implement baseline General Community Survey on travel behavior. Survey will also identify respondents who want a “Community Transportation Information Kits”
- Analysis of survey results
- Plan Local Motion community strategies.

### May 2012

- General Community Survey result report to QUEST on baseline. Will provide data on existing travel behaviour as well as the barriers and opportunities for increased sustainable transportation.
- Develop detailed targets for greenhouse gas emission reduction, based on survey results and neighbourhood characteristics.
- Development of “Community Transportation Information Kits”. This will be a bag filled with information on active transportation, ridesharing, transit schedules and small “prizes”. It will also have a community map that illustrates all of the local sustainable transportation services and facilities.

- Development of Local-Motion Community Strategies. Potential strategies include:
  - “Try-it library” where residents can try sustainable modes;
    - Car use reduction challenge where a group of residents commit to increasing sustainable transportation options and track their travel patterns over a month.
    - Temporary incentives to take transit (e.g. to increase off-peak ridership or attract new riders, a special reduced fare or free tickets could be offered as a short-term experiment).
    - Bike rodeo or bike safety training courses
    - Community design charettes to discuss future enhancement to cycling and transit infrastructure and services.
    - School Travel Planning/Active and Safe Routers to Schools project
    - Efficient driving workshop

#### June – August, 2012

- Implement an event for Bike Week. Could be the public launch of the project.
- Continue planning Local Motion community strategies.
- Ongoing engagement with community
- Distribution of “Community Transportation Information Kits”
- Develop evaluation approach for each Community Strategy.

#### August – October, 2012

- Implementation of at least three community strategies.
- Aim to coordinate these activities with existing events.
- Tracking of participant travel behaviours.
- Documenting and profiling case studies for outreach materials (e.g. develop four profiles or videos of families who are reducing car use.)

#### November - December, 2012

- final General Community Survey
- Analysis of survey and activity results.
- Development of project report and dissemination.
- Assessment of Local Motion and potential for other community-based social marketing projects in HRM and Nova Scotia more broadly.

## **Evaluation**

There will be two approaches to evaluating results. Each will focus on establishing the change in vehicles kilometres travelled (VKT) and then convert this to emissions reductions using established conversion factors (e.g. using the Transport Canada Urban Transportation Emissions Calculator). We would build consistency between these surveys and the surveys that we use at the SmartTrip program to ensure comparable data sets on travel behaviour in HRM.

They two approaches are:

- 1) **General Community Survey.** HRM will contract with an experienced social marketing firm to conduct a general survey of the community. A representative sample of respondents will establish a baseline of existing travel behavior and respondents will identify the barriers to and opportunities for increased sustainable transportation. This information will be used to develop the community strategies to be implemented. It will also be comparable in methodology to existing HRM SmartTrip employee surveys.  
A final community survey will be conducted following program implementation to assess impact among respondents who initially expressed an interest in increasing their use of sustainable transportation options. A final assessment of greenhouse gas emission, health and economic impacts will be calculated through assessing changes in VKT.

We would also attempt to conduct a control survey in a comparable community if project resources are sufficient.

- 2) **Individual community strategies** will be evaluated. For example, a car use reduction challenge was one of the Edmonton strategies and one we would like to try in HRM. Here a group is recruited, a baseline is established in a typical travel month, and family logbooks track travel behavior over a specified period in the “trial month” where the household integrates increased sustainable options into their daily lives. In this case the impact on VKT will be easy to evaluate.

While the evaluation will focus on the environmental impact, surveys and analysis will seek information on the economic and social impacts of the project.

**Schedule B**

To the Agreement between

**QUEST- QUALITY URBAN ENERGY SYSTEMS OF TOMORROW**

**And**

**HALIFAX REGIONAL MUNICIPALITY (STRATEGIC TRANSPORTATION PLANNING)**

1. QUEST's Total Obligation and Contribution is \$12,000 (twelve thousand).
2. Final Reports (Financial and Progress/Technical):

The Grant Recipient shall submit, no later than March 31, 2012:

- I. A financial report that shall demonstrate how the contribution was spent, the total amount of contributions or payments received and shall be signed by the Chief Financial Officer or Duly Authorized Officer.
- II. A final narrative report to describe how the objectives of the project were achieved.
- III. Final copies of all relevant reports, publications, media releases, news stories or other related print material produced as part of the Grant.