

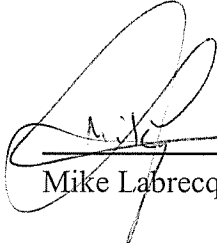
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PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Halifax Regional Council
March 2, 2004

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY: 
Mike Labrecque, Director, Real Property & Asset Management

DATE: February 25, 2004

SUBJECT: Revised Process of Community Partnerships for Outdoor Facility
Maintenance

INFORMATION REPORT

ORIGIN

The Facility Operations division of Real Property and Asset Management has made some substantial changes within their structure as a means of improving service delivery to our outdoor athletic fields, parks, playgrounds, and green spaces. Part of the process for change was to review all existing means of providing service and develop a strategy for improving the programs and services offered while measuring the efficiency and effectiveness of those programs and services. The review not only identified the changes in programs and services provided directly by staff, but also brought to light issues that needed to be addressed with the alternative service delivery partners. This included both contractors and the community partners. Now that the operational issues are identified, a strategy for improvement of the administration and management of community partnerships must be designed and implemented. This process has already been done for both in-house and contracted programs and services.

BACKGROUND

Community based partnerships for the upkeep and maintenance of some municipally owned properties have been in place for a number of years. These types of arrangements had been used in the former Halifax County as a means to provide services in the rural areas. The use of community based groups to provide maintenance services on behalf of HRM essentially began shortly after amalgamation. At that time, HRM was not able, nor prepared, to maintain the level of service in the rural areas that the community expected to receive. Therefore, community based groups became organized and provided the service in those rural areas on behalf of HRM.

The number and basis of partnerships increased substantially at the time user fees for outdoor sport facilities were adopted by Council. At time of approval of the user fees, Council recommended that community based partnerships should be encouraged and considered under the premise that the group would provide labour and maintenance services for the outdoor athletic fields to offset the user fees or to provide a service above that which HRM was willing or able to provide based on its facility classification system.

The intent and scope of community based partnerships has changed in direct relation to the number of community based partnerships. Currently, there are approximately 16 community based partnerships in place, 13 of which are related to the maintenance of playgrounds, green spaces, athletic fields, and sports courts. HRM is contributing in excess of \$120,000 out of its operations funding to these partnerships. The other 3 community based partnerships are for the maintenance of 3 lawn bowling greens which deal with different issues and will be addressed separately.

All community based partners are receiving some form of compensation from HRM for the work that they are performing on HRM properties. The compensation ranges from \$2000 to \$46,000 each annually. In addition, the actual services provided by the partnership group is different for each of the arrangements. These arrangements have resulted in benefits to the community groups themselves and often to the surrounding community. However, the actual benefits to HRM are uncertain as they have not been quantified against the internal provision of service nor have they been measured historically for effectiveness.

DISCUSSION

Community Partnerships for upkeep and maintenance on HRM properties have been integral in the provision of service by RPAM operations particularly in the rural areas. The process for implementation, monitoring, and evaluation of these partnerships has been piecemeal at best. In the last two years, issues such as insurance, compensation for services, and level of responsibility have continued to arise.

The issue of liability must be taken into consideration. The onus of responsibility for overall liability does fall on HRM. Thus, it is imperative for HRM to mitigate its risk as much as possible through the development of partnership agreements that reflects these concerns by using definitive language while being performance and value based.

Operationally it has been very difficult to administer and manage the provisions of services through community partnerships as the appropriate parameters for implementation, responsibility and evaluation were not outlined as thoroughly as required. The implementation of a new approach to outdoor facility maintenance by HRM staff has been developed and will be put into practice for the 2004 season. The new contracts for grass cutting have been developed based on a performance measurement model which will also be in place for the 2004 season. Community partnerships were the only other alternative means for service provision and they have been reviewed to identify the deficiencies in the current system. These deficiencies have been addressed in the new process for administering and managing community partnerships that has been developed and is anticipated to be implemented for March 1, 2004.

There are certain areas in which the establishment of a community partnership are extremely valuable to the partner, the community, and HRM and it is important that integrity of these relationships remain.

As stewards of public funds, it is imperative that HRM know that the money it is providing to these community partnerships is used to provide the appropriate level of services. Therefore, as part of this review exercise, operations staff is currently reviewing the portfolio of services that are required for the maintenance of the outdoor facilities and determining the associated costs for HRM to provide these services. Once this is completed, we will have a true cost from which to compare and evaluate the benefit of community partnerships.

In order to determine the benefits of this type of alternative service delivery option the following will be put in place for implementation on March 1, 2004:

- 1) A formal process for application of a community partner organization has been designed, see Attachment 1.
- 2) Establish an evaluation criteria to analyse the benefits of the potential partnership which is currently being reviewed by operations staff.
- 3) A formal performance based community partnership agreement has been developed, see Attachment 2.
- 4) An ongoing monitoring and evaluation process for the agreements will be mutually established with each agreement to meet the performance measurement requirements included in the performance based agreement.

The planned changes in process to these agreements will bring them in line with the performance measurement approaches of other programs and services and allow for the quality measurement reporting against the Corporate Scorecard.

BUDGET IMPLICATIONS

There are no additional expenditures anticipated to implement, monitor and evaluate the community partnerships as the duties will fall to the Contract Supervisors who are currently assigned similar responsibilities.

There are no additional expenditures anticipated should any of the community partnerships not be renewed as a result of the new process. With the restructured operations division and the resulting focus on improved facility maintenance and meeting the needs of the customer the additional work can be provided by the current complement of staff to the service level that would be provided on like classified facilities that HRM currently maintains.

There is an outstanding issue with regards to insurance coverage for these groups. There may be additional expenditures requested of HRM by the community organizations forming partnership agreements in order to cover the increasing cost of insurance. It is difficult at this time to predict the actual impact as the total number of partnerships and the increase in insurance costs are not currently known. There is no current HRM budget allowance for any increases in insurance costs, thus, any additional funding requirements would have to come from existing operating budgets.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

ALTERNATIVES

Option 1

Continue to operate at the status quo level where community partnership agreements are implemented on an ad hoc basis without any formal decision making framework around benefits, efficiencies, or effectiveness. The implication here is that HRM may be "granting" community based organizations money to offer services without due process and without appropriate financial accountability. In addition, the value of the partnership may only be beneficial to the partner as HRM's costs and ability for providing the services are changing as a result of the restructuring in within RPAM Operations. Finally it would remain difficult to measure true value for money under the objectives set out by Council by introducing the Corporate Scorecard requirements.

Option 2

Eliminate the use of community partnerships as an alternative method to providing service. The responsibility for the provision of services will be with HRM. At that time, the decision to provide


the service using in-house staff, outside contractors, or a combination of both would be determined based on cost effectiveness. However, under this scenario the community benefit currently received as a result of the partnership agreement may not be realized.

ATTACHMENTS

Attachment 1 - Application for Community Partnership Form

Attachment 2 - Community Partnership Agreement Template

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: 

Erin Flaim, Coordinator, Performance Measurement and Service Delivery 490-5713

**Application for Community Partnership
 For Outdoor Sport Facilities Maintenance
 2004 Outdoor Season**

1. Name of Community Group/Organization:	2. Contact Person: Telephone: Fax:
3. Mailing Address:	4. District or Community Name in which work is to take place:
5. Amount of Contribution Requested from HRM:	6. NS Registered Joint Stock Number:

Application Deadline: Friday, March 26th, 2004

Please include the following information with your application.

- An accurate updated list of members of the Board of Directors with names, addresses, and telephone numbers
- Proof of current registration as a non-profit society certificate number from the Registry of Joint Stock Companies. If you are in the process of applying for registration include a copy of your application form.
- A financial statement or Treasurer's report from the last completed fiscal year, or if the community group/organization is new, the projected budget for the work
- Supply name of potential insurance carrier

Review Process: Time-frame for review will take up to one month

Mail or drop off your application form and any supporting materials to:

Halifax Regional Municipality
 ATTN: Kevin Rideout - Superintendent, Contract Services
 Real Property and Asset Management
 3790 MacKintosh Street
 PO Box 1749
 Halifax, NS B3J 3A5

7. Please list any other funding sources you have applied for or received for this work. (Examples include grants, Councillor funds, donations, fundraising, membership fees, tax exemptions, other types of assistance).

8. List the facilities to be maintained by this partnership, describe the services that you will be providing on each site, how these services will be provided and by whom (attach additional information if required).

9. Outline the services that you will be expecting HRM to provide.

10. Describe the equipment you have or will be securing to perform the work.

11. What benefits will this partnership provide to your community group/organization?

12. What benefits will this partnership provide to HRM?

13. What benefits will this partnership provide to the local community?

14. Describe how the facilities will be scheduled and by whom? How will scheduling information be provided to HRM (frequency, format, etc.)? Please note that HRM reserves the right to schedule all facilities and may invoke this right at any time.

15. Please outline the communication process you will use to liaise with other sports or groups who may want to utilize the sites.

16. Please state name of your potential insurance carrier.

Projected Budget			
Type of Income/Revenue	\$ Amount	Type of Expense	\$ Amount
Total Estimated Income		Total Estimated Expenses	

Board of Directors			
Name	Position	Address	Telephone

Authorization			
This application must be signed by an authorized signing officer of the Board of Directors:			
Application prepared by:	_____	_____	_____
	Signature	Print name	Date
Board Authorization:	_____	_____	_____
	Signature	Print name	Date

Attachment 2

community partnership agreement

Between:
Halifax Regional Municipality
and
[Partner's Name]

For [Property Address]
[City/Town], Nova Scotia

February 25, 2004



Halifax Regional Municipality
Real Property Operations
Real Property & Asset Management
PO Box 1749
Halifax, Nova Scotia B3J 3A5

tel: 902.490.
fax: 902.490.
www.halifax.ca

This **Partnership Agreement** made this _____ day of _____, 2004 A.D.

BETWEEN:

HALIFAX REGIONAL MUNICIPALITY
(hereinafter called HRM)

OF THE ONE PART

- and -

[Partner's Name]
(hereinafter called)

OF THE OTHER PART

WITNESSETH that the parties hereto agree as follows:

PURPOSE/INTENT OF COMMUNITY PARTNERSHIP

The purpose of this partnership relationship is to involve a community based group, who represents the interests of that community and to emphasize a sense of ownership of the facility, in the provision of general facility maintenance services on behalf of HRM on HRM owned properties by a Community Partner Group / Organization to the benefit of the partner, the community and HRM.

PARTNERSHIP MANAGEMENT

Partnership Manager for Partner is:	Partnership Manager for HRM is:
Partner Name: Address: Phone: _____ Fax: _____ email address: _____	Contract Supervisor: Address: 3790 MacKintosh St. P.O. Box 1749, Halifax, NS B3L 1S5 Phone: 490- _____ Fax: _____ email address: @halifax.ca

SITE LOCATIONS OF AGREEMENT

- ▶
- ▶
- ▶

SERVICES PROVIDED BY COMMUNITY PARTNER

The following services are to be provided by the community partner group to the service quality level as identified in Appendix A - Athletic Field Service Standards for Sports Fields and Ball Diamonds. Enhancements above the level deemed to provide the service as determined by HRM and any service above this level is the responsibility of the community partner.

- ▶ Grass mowing, trimming, whipping and edging of all turf areas as identified above in Site Locations of Agreement. These services should be provided as per the performance

- ▶ standards identified in Appendix B - Grass Mowing Performance Standards.
- ▶ General litter pick up and dumping of all barrels at all sites.
- ▶ All field markings by painting of lines by either athletic marking paint (recommended) or by use of field marking chalk.
- ▶ Provide general infield preparations including dragging to re-distribute infield mix, hand raking of home plates and pitching areas, ensure bases are pegged at appropriate distances for play, and provide outfield lines to indicated foul area.
- ▶ Check fields for minor depressions and holes and fill them to grade with available topsoil.
- ▶ Check bleachers and benches on a routine basis and make any necessary general repairs.
- ▶ Advise HRM of any hazards, damages, or safety concerns as soon as possible.
- ▶ Keep goal posts clean and free of debris.
- ▶ Inspect and determine playability of facilities during periods of inclement weather.
- ▶ Set portable pitching rubbers at the appropriate times and dimensions for play by groups who require different dimensions from the primary facility set up.
- ▶ To provide basic inspections of all areas including fencing and play equipment for potential dangers, report and issues to immediately to HRM.
- ▶ Shovel and rake pea stone back into cribbing at all sites.

The partner will be routinely monitored for its ability to provide the level of service as indicated in the Athletic Field Standards. Should a partner not provide an adequate level of service on a consistent basis, a review of the agreement will be conducted which may result in the alteration or cancellation of the agreement.

SERVICES PROVIDED BY HRM

The following services are to be provided by HRM to the service quality level as identified in Appendix A - Athletic Field Service Standards for Sports Fields and Ball Diamonds.

- ▶ Spring clean up of site that shall leave the turf area in clean and tidy condition. This work shall be completed prior to the first grass mowing of the season takes place.
- ▶ Aerating, overseeding, topdressing, fertilizing and liming of facilities as per HRM's Field Enhancement and Rehabilitation programs.
- ▶ Repair all fencing issues to ensure site is safe and free of damages. Replace fencing where required, based on available funding.
- ▶ Inspect play equipment on a bi-weekly basis.
- ▶ All other services as identified in Appendix A - Athletic Field Service Standards not indicated within the responsibilities of the partner.
- ▶ Provide the appropriate documents for partner to log: all maintenance items completed on a daily basis, all customer complaints and resolutions, unusual occurrences, any accidents, incidents of injuries, and any insurance claims.
- ▶ Initial layout and set up of the field at the beginning of the season.
- ▶ Provide (list materials and quantities here) to the partner.

MUTUAL EXPECTATIONS

- ▶ Both parties are to perform a pre-season inspection of the site(s) before the beginning of May noting any deficiencies that need to be addressed prior to the start of the season. All deficiencies identified must be addressed prior to the season start however, if they require additional funding from HRM, a plan of action is to be outlined to the partner.

- ▶ Both parties are to perform a post season inspection of the site(s) noting any issues and determining how and by whom the issues will be rectified. Inspections are to take place before the end of November with all repairs completed prior to the next season.

SCHEDULING AND USER FEES

Facility schedules are an important component to the annual analysis and planning process for site closure, rehabilitation, and disposal. It is for these reasons that the scheduling of all HRM owned properties is taken very seriously. Patterns of non-use could lead to cause a facility to be considered for a change in its structure, change in it possible uses, or at worst it could be considered for disposal.

The scheduling of the facilities is the responsibility of HRM and all associated facility user fees based on facility classification shall apply and be paid for by the partner. The following conditions must be met by the partner, failure to comply with these conditions will result in the withholding of payments and may result in the termination of the agreement.

- ▶ Partner must submit schedules for each facility by following normal HRM Outdoor Facility Scheduling Booking Procedures.
- ▶ All user fees must be paid in advance of usage.

If the partner is to assume all scheduling responsibilities the following conditions must be met, failure to comply with these conditions will result in the withholding of payments and may result in the termination of the agreement.

- ▶ Partner is to schedule the facilities according to the guidelines provided by HRM Real Property and Asset Management Outdoor Facility Scheduling Office. HRM guidelines for weekly facility usage are not to be exceeded and required rest periods must be adhered to as necessary.
- ▶ Inform HRM of the facility scheduler contact person with appropriate contact information.
- ▶ All associated facility user fees based on facility classification shall apply and be paid for by the partner. These fees will be calculated in the remuneration.
- ▶ Partner must submit tentative field schedules at the beginning of the season prior to the first payment being released.
- ▶ HRM will forward all facility usage inquiries to the designated facility scheduler.
- ▶ Partner is required to submit detailed monthly facility usage schedules within one week of the end of each month. Such report is to include a list of users (including group name, contact, address, and numbers) actual schedules of usage and the breakdown of fees collected.

CUSTOMER SERVICE REQUIREMENTS

HRM is committed to providing a high level of quality customer service and expects all partners and agencies acting on its behalf to provide the same level of service. It is the Partner's responsibility to ensure that a high degree of quality customer service is provided in the delivery of the grass mowing and turf maintenance services outlined in this agreement. Calls and complaints received by HRM Call Centres / Dispatchers will be recorded and forwarded to the Partner. The Partner shall agree to investigate and address complaint calls within 48 hours. In addition, all customer service calls are to be tracked by the Partner and reported as indicated in Section 8 - Reporting Requirements.

Customer Service Reports compiled by the partner logging complaints and resolution shall be routinely provided to HRM and performance based on these reports will be monitored.

COMMUNICATION REQUIREMENTS

- (A) The Partner shall keep the work under his/her personal control and shall not assign, transfer, or subcontract any portion of the works, without obtaining the written consent of the Manager or his Designate.
- (B) The Partner shall provide a site person to be in charge of the works, who shall be on-site during any and all works under the Agreement and who also shall be equipped with a cellular telephone or other form of communication satisfactory to the HRM.
- (C) The Partner shall be responsible to provide regular reports to Real Property Operations as detailed. The Partner shall be required to attend a minimum of three scheduled meetings, (ie. season start up / mid-season and post season) for the purposes of maintaining clear and effective lines of communication. Topics of such meetings will include agreement, customer relations, performance evaluations, reporting requirements, etc.

Maintaining an acceptable level of performance in the area of communication shall be routinely monitored by HRM.

SAFETY REQUIREMENTS

- (A) The Partner shall comply with all the regulations set out in the Occupational Health and Safety Act for the Province of Nova Scotia, and ensure that each and every employee is properly trained, equipped and considered competent to perform designated work tasks.
- (B) The HRM Safety Policy & Procedures Manual and PPE document shall apply at all times. This includes the wearing of safety vests anytime when within the street right-of-way and anytime when in the vicinity of moving equipment.
- (C) The Partner shall perform work in a manner that does not provide any unsafe or dangerous situations to park visitors, pedestrians, motoring public, adjacent properties, etc.
- (D) The Partner shall only work when permitted to operate equipment as it pertains to the relevant "Noise Control Bylaw" of the area in which work is to take place.
- (E) Materials and/or equipment are to be stored and maintained in a safe and orderly manner satisfactory to the HRM during the progress of work. Materials and/or equipment shall be removed from the site daily or when ordered to do so to correct an unsafe condition.
- (F) No provisions in this agreement shall relieve the Partner of responsibility for negligence of faulty materials or workmanship within the extent and period provided by law.

- (G) The Manager or his Designate may inspect all work performed by the Partner that forms any or all part of the agreement.
- (H) Any infractions of the Provincial Occupational Health and Safety Regulations, or the HRM Occupational Health and Safety - Policy & Procedures Manual (also deemed to include the PPE code of practice); shall be immediately investigated, results reported to the HRM, and if necessary, reported to the Department of Labour.
- (I) Inspectors shall have full authority to reject defective equipment, materials, safety devices, quality of workmanship and to suspend the carrying out of any work that is being improperly done. The Partner, however, remains fully responsible for the quality and accuracy whether an Inspector is present on-site or not.
- (J) Inspectors are not authorized to remove, alter, enlarge or relax the provisions of this agreement. The Inspector may exercise additional authority as may be specifically delegated to him by the Manager of Real Properties or his Designate.
- (K) The Manager or his Designate reserves the right to halt all works during periods of inclement weather.
- (L) Any employees must be covered by Workman's Compensation and understand their responsibilities to wear protective gear.

The partner will be routinely monitored by HRM through frequent facility inspections for Workplace Safety. Should a partner not provide follow acceptable Occupational Health and Safety guidelines on a consistent basis, a review of the agreement will be conducted which may result in the alteration or cancellation of the agreement.

REPORTING REQUIREMENTS

Partners shall submit monthly reports and activity logs in the format provided by HRM and agreed

to with this agreement. The monthly reports must indicate the following:

1. Record of work completed and associated invoice for payment
2. Identification of locations where service was provided
3. Any unusual occurrences, including sites where service was planned but could not be completed, must be identified with a time line to complete work
4. Detail of customer service calls cleared within 48 hours including site, complaint, customer information, and complaint remedy
5. Explanation of calls not cleared within 48 hours
6. Explanation of accidents pursuant to the Occupational Health and Safety Act
7. Explanation of any outstanding insurance claims

The monthly reports are to be maintained by the Partner in electronic form (Word / WordPerfect file or Excel / Lotus 1-2-3 spreadsheet) and e-mailed, if possible, or in hard copy and faxed within 1 week of the end of the month to the appropriate contact person. Failure to provide consistent and completed monthly reports is considered an act of non-performance which will affect the timing of remuneration and could be considered grounds for termination of the agreement.

CONTACT INFORMATION

All inquiries regarding maintenance, site issues, concerns or question regarding this agreement, requests for additional work and/or any other issues are to be channelled through the Operations Call Centre/Dispatch by calling: **490-4000**

All facility scheduling inquiries should be forwarded to: **490-7100**

FACILITY INSPECTIONS

The work shall be subject to the inspection of the HRM in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement. HRM's Contract Supervisor's shall perform routine site and work inspections throughout the duration of this agreement. Theses inspections will, for the most part, be unannounced. All instructions given by the HRM regarding the quality of the work, scheduling or performance shall be followed by the contractor.

EQUIPMENT AND INSPECTION

Equipment shall be of an appropriate quality and be suitable for the application of this agreement. HRM's Contract Coordinator will determine the suitability of equipment. Equipment must be available for inspection by the Contract Coordinator to determine suitability prior to the awarding of the contract.

INSURANCE

The Partner shall supply a Certificate of Liability stating that the Partner has in force with following coverage:

- ▶ Comprehensive general liability insurance in the amount of not less than two (2) million dollars.
- ▶ The Halifax Regional Municipality shall not be responsible to the Partner for any loss, damage or loss of use for any vehicles or equipment used during the term of this contract whatever may be the cause of the loss or the use and even if it should be caused by any negligent act, error or omission on behalf of the Halifax Regional Municipality or its servants or agents.
- ▶ Halifax Regional Municipality must be added as additional named insured pertaining to the Public Commercial Liability. This must be provided within five (5) working days of signing the agreement.

ANNUAL FINANCIAL REPORTS

At the end of the season, the partner is to provide HRM with the groups's Financial Statement or Treasurer's Report.

PAYMENT SCHEDULE

All work herein specified shall be paid for, subject to acceptable performance, submission of monthly reports and schedules, and provision of an invoice for services as per the following schedule:

Date of Payment	% of total	Amount to be Paid

ENTIRE AGREEMENT:

It is hereby understood and agreed between the parties hereto that the terms and conditions set forth herein embrace the whole of the terms and conditions of the agreement entered into by HRM and th Partner, and supersede and take the place of any previous agreements or representations of any kind, written or verbal, previously made by anyone, whether an agent or employee of HRM or not, in reference to the premises hereby partnered or which in any way affect the properties associated with this agreement.

APPROVAL

This contract shall be subject to the written approval of Real Property and Asset Management's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS AGREEMENT, consisting of ___ pages and ___ attachments, is executed by the persons signing below who warrant that they have the authority to execute the agreement.

[PARTNER'S NAME]

Real Property and Asset Management

Signature

Signature

Title Date

Title Date