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Item No. 10.2.1
Halifax Regional Council
June 28, 2010

TO: Mayor Kelly and Members of Halifax Regional Council

Original Signed

SUBMITTED BY: _____
Councillor Lorelei Nicoll, Chair
Community Planning and Economic Development Standing Committee

DATE: June 10, 2011

SUBJECT: 2011-12 Service Level Agreement – Greater Halifax Partnership

ORIGIN

Community Planning and Economic Development Standing Committee meeting of June 9, 2011.

RECOMMENDATION

The Community Planning and Economic Development Standing Committee recommends Halifax Regional Council approve the Service Level Agreement with the Greater Halifax Partnership, as attached to the May 26, 2011 staff report, for the 2011-2012 fiscal year pending final approval of the agreement form by HRM Legal Services.

BACKGROUND/ DISCUSSION

Staff provided a presentation to the Community Planning and Economic Development Standing Committee on a proposal for a one-year interim agreement with the Greater Halifax Partnership for the 2011-12 fiscal year. The Committee was advised that the proposed agreement was for one-year, and not a five-year term like the previous agreement, to enable the completion of the process to review HRM's overall economic development governance, as per direction from Council. The Standing Committee passed a motion endorsing the 2011-12 Agreement and recommended that Regional Council approve it, as noted in the above recommendation.

BUDGET IMPLICATIONS

None associated with this report. Please refer to the attached staff report for budget implications.

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

Not applicable with this report.

ALTERNATIVES

The Standing Committee did not provide alternatives.

ATTACHMENTS

Attachment 'A': May 26, 2011 Staff Report.

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

Report Prepared by: Sheilagh Edmonds, Legislative Assistant

**Community Planning & Economic Development
Standing Committee**

June 9, 2011

TO: Chair and Members of Community Planning and Economic Development
Standing Committee

SUBMITTED BY: Original Signed
Jennifer Church, Managing Director, External & Corporate Affairs

DATE: May 26, 2011

SUBJECT: 2011-12 Service Level Agreement - Greater Halifax Partnership

STAFF REPORT

ORIGIN

1. October 18, 2005, endorsement by Regional Council of a regional Economic Strategy for 2005-2010.
2. On June 19, 2007 Regional Council authorized a service level agreement with the Greater Halifax Partnership with a term and deliverables coinciding with the 2005-2010 Strategy.
3. On March 22, 2011 Regional Council endorsed a new Economic Strategy for 2011-2016.
4. On April 28, 2011 Regional Council approved the 2011/12 Operating and Projects Budgets and the 2011/12 Corporate Plan. The Operating Budget includes an allocation of \$1.4 M for an operating grant to the Greater Halifax Partnership subject to a new service level agreement.

RECOMMENDATION

It is recommended that:

1. The Committee endorse and recommend to Regional Council approval of the attached Service Level Agreement with the Greater Halifax Partnership for the 2011-2012 fiscal year pending final approval of the agreement form by HRM Legal Services.

BACKGROUND

The Greater Halifax Partnership (the Partnership) is a private-public, economic growth agency funded by Halifax Regional Municipality, the Province of Nova Scotia, Atlantic Canada Opportunities Agency and over 150 private sector investors. Funding from government partners is primarily in the form of annual grants that support the Partnership's operations. Provincial and ACOA core funding is provided to the Partnership's Regional Development Agency (RDA), which was established by Ministerial Order pursuant to the *Regional Communities Development Act*. Funding from business investors is in the form of: cash, cash equivalent (e.g. local media advertising, meeting space in local hotels, etc.) and in-kind contributions (e.g. consulting services provided by local firms, etc.). The Partnership also generates revenue through various projects funded by government and non-government sources. The Municipality is by far the largest single funding partner, contributing to about half of the Partnership's core operational funding.

With the support of its funding partners, the Partnership works to build business confidence, secure business stability and growth, research and report economic trends, and remove roadblocks on behalf of business.

Its mandate is to:

- Keep and grow business
- Attract new investment
- Strengthen our community

In order to create economic growth and prosperity for Greater Halifax.

The Partnership's priorities are to:

- Promote and market Halifax as the economic hub of Atlantic Canada. As the hub grows, so does the Province and the Region – only at an accelerated pace.
- Create value through the power of collaboration and connection between levels of government and business.
- Engage public and private sector investors in strategies and decisions about economic growth.
- Create an unprecedented level of focus and alignment and agreement on what is important versus what is incremental and requiring attention to multiple fronts and approaches.

The Municipality has benefited from its longstanding relationship with the Partnership for various reasons, among which include the organization's ability to:

- Deliver a service that would otherwise be provided in-house at higher cost.
- Leverage municipal funding to attract investment from various private and public sources.
- Provide a sustained focus on local economic development.
- Provide a "business perspective" on various aspects of strategic policy development and implementation.

- Extend the Municipality's "reach" into the business community and into business-facing programs and services offered by other orders of government.
- Serve as an independent and objective "thought leader" in raising awareness about challenges and opportunities facing the local economy and local businesses.

The business relationship between the Municipality and the Partnership has historically been formalized through service level agreements which have evolved over the years. Service level agreements enable the Municipality to clearly articulate expectations and deliverables in order to ensure that municipal taxpayers receive value for any funding provided by the Municipality to the Partnership and its activities.

The current service level agreement is tied closely to supporting implementation of the 2005-2010 Economic Strategy which has since been replaced by a new strategy for 2011-2016. Additionally, Council has endorsed a Corporate Planning framework which includes a Corporate Plan that sets out priorities and outcomes in key areas, among which is Economic Prosperity. Consequently, a revised agreement tied to outcomes of the new strategy and the Corporate Plan has been developed and is attached to this report.

DISCUSSION

In contrast to the previous agreement with the Partnership which was for the five year term of the Economic Strategy, staff are proposing a one-year "interim" agreement for the 2011-12 fiscal year. This will provide sufficient time to complete a process to review HRM's overall economic development governance as per direction received from Council. This approach has been reviewed with Partnership staff who concur with the direction being proposed and with the proposed service level agreement attached to this report. Staff wish to advise the Committee, however, that HRM Legal Services has not yet had an opportunity to review the proposed agreement and approve it "as to form". This will be necessary prior to final approval by Council and has therefore been reflected in the recommendation. The proposed agreement is also being reviewed by the Partnership's legal counsel.

Agreement Objectives

The high level objectives of the proposed service level agreement are to:

- Achieve clarity on service level expectations, deliverables and outcomes.
- Provide alignment and consistency with the 2011-2016 Economic Strategy and with HRM's 2011/12 Corporate Plan.
- Assign specific tasks attributed to the Municipality in the Economic Strategy and the Corporate Plan where the Partnership is best positioned to deliver on these.
- Establish clear lines of accountability and reporting between the Partnership and the Standing Committee, Regional Council and to HRM senior management.

Strategic Outcomes

The proposed agreement is structured around municipal expectations, Partnership deliverables and outcomes in three strategic areas related to:

- Professional economic development advisory services;

- Economic Prosperity outcome area of the Corporate Plan; and
- Year one support of the 2011-2016 Economic Strategy.

Following is a summary of the deliverables and outcomes under each strategic area:

A. Professional Advisory Services

The proposed service level agreement specifies that the Partnership provide advisory services to the Municipality as follows:

1. Strategic advice in the form of:
 - a. Reports and briefings to Council, committees of Council and senior staff upon request.
 - b. A database of economic-related information and statistics accessible by website.
 - c. An accurate means of measuring job and business growth resulting from the efforts of the Partnership and other economic development partners.
2. Undertake community economic development by:
 - a. Assisting local businesses and organizations leverage enabling infrastructure such as transportation and gateway assets, export/trade networks and rural broadband in order to spur business growth.
 - b. Assisting business improvement organizations and business associations promote their areas for ongoing business development and to support local business growth.

B. Support the “Economic Prosperity” Outcome Area of HRM Corporate Plan

The proposed agreement stipulates that the Partnership support the Economic Prosperity outcome area of HRM’s Corporate Plan as follows:

1. Further a strategic goal that; “HRM’s regulatory, tax and policy environment attracts sustainable development and investment” by:
 - a. Researching the regulatory and tax environment as it relates to business growth, review best practices and lead a taskforce to produce recommendations aimed at improving overall competitiveness.
 - b. Establish a feedback mechanism for local businesses and provide recommendations to the Municipality aimed at improving service provided to business.
2. Support a strategic goal to brand Halifax as an; “exciting place to live and do business” by:
 - a. Initiating baseline research, preparing a project plan and a proposed budget in order to advance a branding strategy that positions Halifax as an international city.
3. Support a strategic goal that; “Halifax stakeholders are innovative and work together” by:
 - a. Providing strategic and advisory support to the Strategic Urban Partnership.
 - b. Continue serving as the Municipality’s lead on the Halifax Gateway initiative.
 - c. Providing strategic and advisory support to HRM Finance staff in evaluating tax and fiscal tools aimed at supporting economic growth.
 - d. Improving the connection between research organizations and business in order to

- increase potential for economic opportunities through research and development.
- e. Identifying, evaluating and maximizing potential benefits associated with high growth opportunities like Irving Shipyard as a means to promote economic and job growth.
 - f. Providing strategic and project support to the Province's "Jobs Here" strategy including alignment of the Partnership's Talent Strategy to provincial efforts and assisting local business access international markets.
- C. Lead and Coordinate Implementation of the 2011-2016 Economic Strategy
Over the next year, the Partnership will be expected to lead implementation of the Economic Strategy by:
- a. Chairing and providing strategic support to the Strategy Implementation Committee and providing regular updates to the Standing Committee, Council and senior municipal staff as required on the progress of strategy implementation.
 - b. Convening meetings of the various action teams leading the implementation effort and providing progress reports to the Implementation Committee as required.
 - c. Developing and launching a "Halifax Index" (replacing the annual scorecard used in the previous strategy) and hosting a "state of the region" event in the Spring of 2012.
 - d. Engaging business and other stakeholders in HRM's efforts to develop a Master Plan for Halifax Harbour.

Performance Measures

The proposed service level agreement includes a means to measure the Partnership's performance in order to ensure that outputs produced meet the Municipality's expectations and support strategic outcomes set out in HRM's 2011-12 Corporate Plan. Key deliverables and performance measures are set out in an appendix to the proposed agreement. These align to key indicators included in the Corporate Plan which are to be reported on as part of a Halifax Index which is a deliverable under the Economic Strategy. The Index replaces the Economic Scorecard that was used to report on progress of the previous strategy. The indicators include:

- HRM's rating on Economic Scorecard (now Halifax Index)
- Non-residential building permits within the Regional Centre
- Percentage of development permits approved that meet processing standards
- Fiscal health indicators
- Commercial tax revenue as a percentage of total tax revenues
- Percent of surveyed businesses believing they receive good value for taxes paid
- Public investment in Capital District
- HRM Commercial tax burden as a percent of the Canadian average
- Percentage increase in new immigrants employed/retained in the community

BUDGET IMPLICATIONS

There are no budget implications associated with the recommendation that the Committee and Council endorse the proposed service level agreement. The operating grant to the Partnership is \$1,400,000 and is included in the approved 2011/12 Operating Budget (E121-8004).

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 was no community engagement associated with this report.

ALTERNATIVES

The Standing Committee may consider the following alternatives:

1. Endorse the Service Level Agreement as per the staff recommendation.
2. Not endorse the agreement for reasons that Committee may wish to provide.
3. Endorse the agreement, subject to edits, revisions or changes that the Committee may wish to impose as conditions.
4. Withhold endorsement, pending the receipt of any additional information or documentation that the Committee requires prior to rendering a decision.

ATTACHMENTS

Proposed Service Level Agreement with the Greater Halifax Partnership

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

Report Prepared by: Jim Donovan, Manager of Economic Development, 490-1742

Services Agreement

Between:

Halifax Regional Municipality

and

**The Halifax Regional Business and Community
Economic Development Association**

APPROVED
AS TO FORM

Municipal Solicitor

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This **Services Agreement** made this _____ day of _____, 2011

BETWEEN:

HALIFAX REGIONAL MUNICIPALITY
(hereinafter called the "Municipality")

OF THE FIRST PART

- and -

**THE HALIFAX REGIONAL BUSINESS AND
COMMUNITY ECONOMIC DEVELOPMENT ASSOCIATION** (hereinafter called the
"Partnership")

OF THE SECOND PART

WHEREAS Halifax Regional Council has endorsed *A Greater Halifax* - a five-year Economic Development Strategy (2011-2016) to guide economic development within the Municipality;

AND WHEREAS the Municipality seeks to support implementation of the economic strategy and realize economic growth;

AND WHEREAS the Municipality has adopted a Corporate Planning Framework to ensure alignment between the community's vision, expectations and the Municipality's service delivery to the public;

AND WHEREAS the Corporate Plan includes goals, objectives, performance measures and indicators to monitor progress towards achieving those goals and objectives;

AND WHEREAS the Municipality deems it appropriate to assign to an economic development organization the responsibility to undertake economic development programs and activities that support implementation of its Corporate Plan and Economic Strategy;

AND WHEREAS the Municipality requires other services and professional expertise pertaining to the economic development of the Municipality;

AND WHEREAS the Greater Halifax Partnership is a non-profit society established for the purpose of carrying out economic and community economic development strategies within the Municipality, on a continuous, year-round basis as a private-public partnership;

IT IS THEREFORE mutually agreed as follows:

ARTICLE ONE DEFINITIONS

Section 1.01 **Definitions**

In this Agreement, the following terms shall have the following meanings:

- (a) **"Agency"** means the "Halifax Regional Economic Development Agency" incorporated by Ministerial Order pursuant to Section 6 of the *Regional Community Development Act*;
- (b) **"Council"** means the Halifax Regional Council;
- (c) **"Chief Administrative Officer"** means the Chief Administrative Officer of Halifax Regional Municipality;
- (d) **"Chief Executive Officer"** means the President and Chief Executive Officer of Greater Halifax Partnership;
- (e) **"Economic Development"** means the development and implementation of strategies that support an environment for businesses to start and expand in the Municipality and includes community-based economic development as defined under Section 2 and subsection 3 (b) of the *"Regional Community Development Act"*, 1996, c.29. s.1
- (f) **"Economic Strategy"** means a 5-year Strategy for Economic Development endorsed by Council on March 22, 2011 including any amendments made subsequent to Council's endorsement;
- (g) **"Fiscal Year"** means the annual period ending on March 31 of each year or such other period as the Municipality may establish upon notice to the Partnership;
- (h) **"Municipality"** means the Halifax Regional Municipality;
- (i) **"Partnership"** means the Greater Halifax Partnership, a society incorporated under the Societies Act of Nova Scotia as "The Halifax Regional Business and Community Economic Development Association";
- (j) **"Regional Centre"** means the Regional Centre of the Municipality as described in the Municipality's Regional Plan;
- (k) **"Services"** means exclusive economic and community economic development services provided by the Partnership to the Municipality as stipulated in Section 2.02;
- (l) **"Standing Committee"** means the Standing Committee of Community Planning and Economic Development of Council;

ARTICLE TWO SERVICES

Section 2.01 Appointment of the Partnership

- (a) The Municipality hereby appoints the Partnership for the term of this Agreement to undertake on behalf of the Municipality, services ("Services") which are more particularly set out in Section 2.02, as an independent contractor, on the terms and conditions set out in this Agreement and the Partnership hereby accepts such appointment.
- (b) The Parties agree that the implementation of the Municipality's Economic Strategy is dependent upon broad-based participation, engagement and support of various community, private sector and government organizations having an interest in matters related to the economic development of the Municipality and that the Partnership, through its Board of Directors, will provide a focus to collective efforts in implementing the Economic Strategy.
- (c) The Parties acknowledge that the Municipality seeks to utilize an alternative means of delivering economic development programming to further its economic interests and objectives and to carry out community-based strategies to encourage economic growth.
- (d) The Partnership agrees that the Municipality's operating grant is to be utilized to support those aspects of the Partnership's operations that align to the Municipal mandate, its Corporate Plan and to the implementation of the Economic Strategy.
- (e) The Partnership acknowledges that the Municipality's operating grant is conditional upon the Partnership demonstrating through an annual report and regular reporting activities that its operations will achieve the level of service specified in this agreement and that its efforts will lead to measureable outcomes set out in the Economic Strategy and Corporate Plan more specifically set out in Schedule A of this agreement.
- (f) The Partnership acknowledges that failure to achieve agreed upon outcomes may result in reduction or elimination of future funding by the Municipality.

Section 2.02 Role of the Partnership

(a) Economic Development Advisory Services:

The Partnership shall provide, undertake or maintain the following economic development advisory services as part of its services to the Municipality:

1. Strategic Advice and Information

- a. Through experienced staff and upon request, advise the Chief Administrative Officer and Council on economic aspects of projects and initiatives that align to the Municipality's Corporate Plan and Economic Strategy outcomes;

- b. Written briefs and reports for consideration by the Chief Administrative Officer on matters of significance to the Municipality's economy in response to studies, reports and initiatives undertaken by the Conference Board of Canada, the Atlantic Provinces Economic Council and similar economics-based organizations;
- c. Maintaining a database of current economic information related to employment, population, gross domestic product, business trends, comparative tax, development costs and similar economic profiles that support marketing the Municipality for investment attraction and business development that is accessible through the Partnership's website.
- d. Provide high-level analysis of requests for the Municipality to fund economic development projects, as they arise from time to time, based on criteria approved by the Municipality, to facilitate informed decision-making on the merits and economic return of any public investment; and
- e. In conjunction with economic development partners, develop outcome measures related to new business starts, levels of business investment, number of new jobs and other indicators that can be attributed to efforts made by the Partnership to attract, retain and grow business in the Municipality as a means of gauging the effectiveness of economic development efforts.

2. Community Economic Development Services:

- a. Assist businesses and community-based business organizations in the Municipality leverage enabling infrastructure including, but not limited to: business parks, transportation and gateway assets, rural broadband and events facilities to generate community economic benefits and promote business growth and assist and foster local entrepreneurship; and
- b. Assist business improvement district commissions and business associations develop strategies to promote the value of local business to the Municipality's economy and to the development of its communities, and assist these organizations in developing strategies to attract and retain businesses.

3. General Services

- a. Provide reports to Regional Council, the Standing Committee and to HRM's Senior Management Team (SMT) on the status of Partnership activities and initiatives;
- b. Attend Standing Committee and SMT meetings where agendas include economic development to ensure coordination and alignment to the Municipality's corporate mandate and Council priorities;
- c. In conjunction with Municipal staff, prepare and present an annual year end report for Regional Council, including measurable outcomes resulting from Municipal and Partnership efforts to implement the Economic Strategy;

- d. Produce an annual business plan and budget following the Municipality's business planning time frame and include in it measurable annual outcomes to be achieved by the Partnership in conducting its operations in a manner that aligns to the Economic Strategy, the Corporate Plan and to the terms of this agreement; and
- e. Market and promote the Municipality as a location of choice for business by raising local business and community confidence, as well as raising the national and international profile of the Halifax region through internet, print, radio, and events promoting HRM as a good community in which to live, work and conduct business.

(b) Economic Prosperity Corporate Plan Outcome

The Partnership shall provide the following economic development services in support of the Economic Prosperity outcome area of the Municipality's Corporate Plan:

1. "Open for Business"

- a. Research and understand Municipal regulations, tax and administrative policies that impact business;
- b. Conduct best practices research including a comparison of benchmark cities;
- c. Lead an "open for business" taskforce to undertake a competitiveness review of the overall regulatory and tax environment with appropriate linkage to the Province's Better Regulation Initiative, considering a transparent, "one-stop shop" approach to providing service to business;
- d. Establish a feedback mechanism for business to provide the Municipality with recommendations for continuous improvement of services to business; and
- e. Provide the Municipality with recommendations to consider for follow up action by way of updates and reports to senior staff and the Standing Committee.

2. "Halifax as an Exciting Place to Live and Do Business"

- a. Initiate baseline research and analysis to support a Branding Strategy;
- b. Work with partners to identify the most compelling attributes that make the Municipality unique and attractive as a location for business and talent;
- c. Consider the Municipality's desire to be recognized as a world class destination with unique natural assets and a clean, healthy environment; and
- d. Define and scope out project elements, budget, deliverables and a work plan in order to position the overall project for Year 2 implementation of the Economic Strategy.

3. "Innovative, Collaborative Partnerships"

- a. Develop and implement a strategy aimed at increasing the level of engagement and investment by the private sector in economic growth;
- b. Advise and support the Strategic Urban Partnership to research and consider incentives that would serve to encourage investment in the Regional Centre and Urban Core;
- c. Lead the Municipality's efforts to leverage economic opportunities associated with transportation gateway assets through the Partnership's role as secretariat to the Halifax Gateway Council and by providing regular updates to senior management of the Municipality;
- e. Advise and support HRM Finance on the development of tax and fiscal tools that help drive economic growth and sustainability;
- f. Identify and analyze the potential for high value, high growth opportunities in the Municipality and identify key infrastructure and enablers needed to pursue these opportunities;
- g. Work with partners to build capability to pursue, respond to and capitalize on high value, high potential economic growth opportunities associated with the Province's "Jobs here" Strategy and to respond to threats facing resident businesses;
- h. Ensure competitive intelligence on current opportunities and emerging needs of business are shared with economic development partners through regular meetings, electronic media or other means that can be reported on;
- i. Work with partners to develop a strategy to improve the connection and collaboration between research organizations and business; and
- j. Provide advice to the Municipality on its role in supporting an environment to create opportunities for local business to access international markets in support of the Provincial strategy.

(c) Year One Support of 2011-2016 Economic Strategy

The Partnership shall provide the following economic development services to support first year implementation of the Economic Strategy:

- 1. serve as overall lead in supporting the Economic Strategy Implementation Steering Committee in its role of monitoring and assessing the implementation of the strategy;
- 2. facilitate strategy goal implementation, serving as convenor of action teams where appropriate and providing liaison between the implementation teams and the Steering Committee;
- 3. develop and launch a Halifax Index and annual state of the region event in collaboration with partners and the Municipality's Citizens Survey to support validation and

implementation of the Economic Strategy;

4. engage businesses in the development of a Harbour Master Plan in support of the Municipal staff leading the planning process; and
5. update a strategy to increase participation by the business community in strategies to attract and retain young professionals and international skilled workers and increase productivity.

(d) Performance Measures

The Partnership shall conduct its activities in a manner that will contribute in whole or in part to attaining key performance measures as defined in the Economic Strategy and the Municipality's Corporate Plan. The performance measures will represent key deliverables and completion of actions detailed in Schedule A of this agreement and will be used as a basis for the review specified in subsection 2.03 (b).

(e) Changes to Agreed Scope of Services

The parties to this agreement acknowledge that, due to changes in economic conditions and HRM's corporate direction, the annual agreed scope of economic development services provided to the Municipality may change from that specified in the Partnership's approved business plan and budget. Where the Municipality desires the Partnership to undertake work beyond the scope of the Partnership's business plan, the Municipality shall request in writing to the Partnership's Board of Directors that such work or services be undertaken. The Board shall accommodate any reasonable request by the Municipality upon consideration of potential impacts on the Partnership's existing priorities, budgets and availability of staff resources.

Section 2.03 Role of the Municipality

(a) Interim Finance and Funding Disbursements

The Municipality agrees that:

1. by March 31 of each fiscal year, to deposit in the Operating Account of the Partnership, interim financing for the Partnership's operation in an amount equivalent to one-twelfth of the approved municipal funding for the Partnership with the remaining balance for the first quarter grant payable upon approval by Council of the Municipality's operating budget; and
2. subject to receipt of quarterly invoices from the Partnership, to deposit in the Operating Account of the Partnership, the balance of the approved municipal funding for the Partnership according to the following schedule:
 - i) June 30, twenty-five percent;
 - ii) September 30, twenty-five percent; and
 - iii) December 31, twenty-five percent

(b) Review

The Municipality shall undertake quarterly reviews of this agreement to ensure that the deliverables provided by the Partnership meet the expectations and outcomes set out in this agreement and are in accordance with the Municipality's corporate direction.

(c) Key Performance Measures

The Municipality agrees to conduct its activities in a manner that will contribute in whole or in part to attaining key performance measures as defined in the Economic Strategy. The Municipality's performance measures are as set out in its Corporate Plan, specifically the "Economic Prosperity" outcome area.

ARTICLE THREE FINANCES, RECORDS AND INFORMATION SERVICES

Section 3.01 Registry of Joint Stocks

The Partnership shall maintain active status as required by the *Societies Act*.

Section 3.02 Accounting Records

- (a) The Partnership shall maintain a complete and proper set of accounting records following the Generally Accepted Accounting Principles as established from time to time by the Canadian Institute of Chartered Accountants.
- (b) The Municipality shall have the right, at its own expense, and with reasonable notice, to audit or examine the books of account and records maintained by the Partnership pursuant to this agreement.

Section 3.03 Annual Financial Reports

The Partnership shall provide to the Municipality within ninety (90) days of the Partnership's year end, a Balance Sheet, an Income Statement and a Statement of Sources and Uses of Funds on an audited basis, as approved by the Partnership's Board of Directors, in accordance with its bylaws.

Section 3.04 Leveraging Private Sector and Other Funding Support

- (a) The Partnership shall undertake to aggressively seek financial and in-kind support from the private sector, and from both the federal and provincial governments, to facilitate implementation of the Economic Strategy and economic development of the Municipality. The Municipality will support this effort by endorsing the Partnership through such avenues as direct correspondence and support in the electronic and print media.
- (b) Pursuant to subsection 2.02, (a) 2, the Municipality agrees that the Partnership may allocate \$180,000 of the Municipality's operating grant to support the business plan activities of the Agency defined in Section 1.01 (a) and to leverage matching funding from the Nova Scotia Department of Rural Economic Development and Tourism and the Atlantic Canada Opportunities Agency.
- (c) Pursuant to clause 2.02 (b) 3. c., the Municipality agrees that the Partnership may allocate \$50,000 of the Municipality's operating grant plus any applicable taxes to support the business plan activities of the Halifax Gateway Council and to leverage support from private and public investors.

Section 3.05 Municipal Operating Grant

The Municipality agrees to grant to the Partnership funding to support the Partnership's operations in providing the economic development services described in this agreement in the amount of \$1,400,000.

ARTICLE FOUR PARTNERSHIP MEMBERSHIP

Section 4.01 Board of Directors

Throughout the term of this agreement, the Board of Directors of the Partnership shall comprise representatives as outlined by the Memorandum of Association and By-laws of the Partnership, and will include from the Municipality:

- (a) two voting representatives of Council;
- (b) the Mayor or designate as a non-voting ex-officio; and
- (c) the Chief Administrative Officer as non-voting ex-officio

Section 4.02 Limitation of Liability

The individual officers and directors of the Partnership shall not be liable to the Municipality for any obligation, expense, liability or claim of any nature or kind whatsoever, howsoever incurred, with respect to the operation of the Partnership, for which there is no insurance on behalf of the Partnership or its individual officers and directors, as the case may be, unless such obligation, expense, liability or claim was incurred or arises as a result of lack of good faith or any fraudulent, deceitful or illegal act on the part of such individual.

ARTICLE FIVE TERM/TERMINATION

Section 5.01 Commencement and Initial Term

This agreement shall be for a term commencing on the execution of this agreement and shall continue in force, unless earlier terminated as set out herein, for an initial period of one (1) year with options to renew for periods of three (3) years each unless either party shall notify the other that it elects not to renew this Agreement at least six (6) months prior to the end of the initial term or any renewal term.

Section 5.02 Termination

This agreement may terminate at once at the request of one of the parties prior to the expiration of any renewal of this agreement, upon the occurrence of one of the following events, whichever occurs first:

- (a) an event of default specified in subsection 5.04 (a), (b), (c) or (d) occurs;
- (b) notice of termination is given to the Partnership by the Municipality for failure of the Partnership to remedy, pursuant to subsection 5.05 (b), an event of default specified in subsection 5.04 (e);
- (c) the enabling statutory authority or the required approvals under which the Municipality has entered into this agreement are repealed, rescinded or it is determined by the Municipality that the Partnership is not legally entitled to exist as a Society so as to substantially limit or deprive the Municipality of the authority to confer any of the rights or assume any of the obligations granted hereunder;
- (d) notice of termination is given to the Municipality by the Partnership on the ground that, despite negotiations in good faith between and reasonable efforts by the Partnership and the Municipality to settle the amount of the Partnership's fee, the amount appropriated by the Municipality, in its sole discretion, for the Partnership is insufficient to enable it in any substantial way to perform its responsibilities under this agreement;
- (e) the Municipality and the Partnership agree in writing at any time to the termination of this Agreement; and
- (f) notwithstanding the terms and conditions of Article 5, either party may terminate this agreement upon six (6) months written notice to the other party.

Section 5.03 Disputes, Default and Termination

In the event any claim, dispute or other matter (herein referred to as a "dispute") shall arise between the parties hereto during the term of this Agreement:

- (a) Such dispute shall be referred initially by the party raising the dispute to the other party in writing for a position that the latter shall give in writing within a reasonable time. The initial reference shall be at the level of Chief Executive Officer of the Partnership and the Chief Administrative Officer of the Municipality.

- (b) If such dispute is not satisfactorily settled between the parties within thirty (30) days, it shall be submitted to the Chairman of the Partnership and the Mayor of the Municipality in which case failing resolution, the parties have their termination remedies as set out in Section 5.05.

Section 5.04 Events of Default

The following constitute events of default, the proof of which to the contrary lies upon the Society:

- (a) The Partnership becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being enforced relating to bankrupt or insolvent debtors;
- (b) An order is made or resolution passed for winding up or for the dissolution of the Partnership or it is dissolved;
- (c) The Partnership ceases actual bona fide operation for a period of thirty (30) days;
- (d) The Partnership has knowingly submitted false or misleading information to the Municipality; and
- (e) The Partnership is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed hereunder.

Section 5.05 Remedies on Default

If,

- (a) an event of default specified in subsection 5.04 (a), (b), (c) or (d) occurs, or
- (b) an event of default specified in subsection 5.04 (e) occurs and is not remedied within ten (10) business days after receipt by the Partnership of notice of default, or a plan satisfactory to the Municipality to remedy such an event of default is not implemented within such period and fully and diligently carried out, then the Municipality may exercise either or both of the following remedies, in addition to any other remedies otherwise available, namely:
 - i. terminate forthwith any obligation by the Municipality to pay the fee or to continue to pay any instalment, including any unpaid instalment outstanding prior to the date of such termination; and
 - ii. require the Partnership to pay all or part of the fee pro-rated to the date of termination forthwith to the Municipality

ARTICLE SIX INSURANCE

Section 6.01 Property and Liability Insurance of the Municipality

The Partnership shall be responsible for obtaining and maintaining, at its own cost:

- (a) insurance on all buildings, improvements, fixtures and equipment forming part of the Partnership in amounts and against such risks as the Partnership may deem advisable;
- (b) comprehensive general public liability insurance (including bodily injury, death and property damage) with respect to the Partnership under which the Municipality is named as an additional insured, in amounts and against such risks as the Partnership may deem advisable;
- (c) such other insurance as the Partnership may deem advisable; and
- (d) Directors and Officers Liability Insurance for Directors of the Partnership. The Partnership shall provide the Municipality with a copy of the Partnership's renewal policy on an annual basis.

Section 6.02 Suits and Claims

- (a) The Partnership shall notify the Municipality in writing as soon as possible after the Partnership becomes aware of any claim or possible claim against the Municipality and/or the Partnership which involves the Partnership.
- (b) The Partnership shall notify the Municipality in writing as soon as possible after it becomes aware of any injury occurring in, on or about the Partnership, which could reasonably be expected to result in a claim being made against the Municipality or the Partnership and of all claims against the Municipality and/or the Partnership which involve the Partnership.
- (c) The Partnership shall take no steps (such as the admission of liability) which would operate to bar the Municipality from obtaining any protection afforded by any policies of insurance it may hold or which will operate to prejudice the defence in any legal proceedings involving the Municipality or the Partnership, or otherwise prevent the Municipality from protecting itself against any such claim, demand or legal proceeding.
- (d) The Partnership shall fully cooperate with the Municipality in the defence of any claim, demand or legal proceeding.

Section 6.03 Indemnification of the Partnership

The Municipality shall indemnify, defend, and hold harmless the Partnership and each member of the Partnership and each officer and director thereof, against any uninsured loss, expense, damage, claim, liability, obligation, judgment or injury suffered or sustained by reason of any act, omission or alleged act or omission arising out of the activities of the Partnership pursuant to this Agreement provided, however, that the Partnership, member, officer or director, as the case may be, has acted in good faith and the act or omission giving rise to the claim is not fraudulent, deceitful, intended to cause harm or injury or illegal.

**ARTICLE SEVEN
AUTHORITY OF THE PARTNERSHIP**

Section 7.01 Authority as Agent

- (a) The Partnership is hereby authorized to act as agent for the Municipality solely for the purpose of carrying out the authority and responsibilities set forth in this Agreement, subject, however, to any limitations set forth in this Agreement or in any notice in writing at anytime delivered to the Partnership by the Municipality.
- (b) The Municipality shall execute and provide to the Partnership any document or other evidence which may be reasonably required by the Partnership to demonstrate to third parties the authority of the Partnership set out in this Agreement.

Section 7.02 Limitation of Authority

Unless expressly authorized in this Agreement, or by prior written direction or approval of the Municipality, the Partnership shall not have the authority to do any of the following:

- (a) obtain loans or Lines of Credit for the Municipality, whether secured or unsecured, or give or grant options, rights of first refusal, deeds of trust, mortgages, pledges, security interests, or otherwise encumber the Partnership or any portion thereof or any interest of the Municipality therein, or obtain replacements of any mortgage or mortgages;
- (b) prepay in whole or in part, refinance, increase, modify, consolidate or extend any obligation affecting the Partnership or any portion thereof, except to the extent contemplated by the budget approved by the Municipality and in the ordinary course of operating the Partnership;
- (c) cause the Municipality to extend credit or to make any loans or become a surety, guarantor, endorser or accommodation endorser for any person, firm or corporation;
- (d) sell, exchange or convey the Partnership or any portion thereof;
- (e) modify, change or amend, in any material way, any drawings, maps, plans or specifications prepared for or in connection with the Partnership;
- (f) grant easements or other property rights in the Partnership; and
- (g) lease, purchase or sell any real property, including the Partnership or any part thereof.

ARTICLE EIGHT EMPLOYEES

Section 8.01 Personnel

Except as specified in Section 8.01 (b), all personnel involved in the management, administration and operations of the Partnership, including, without limitation to the foregoing, the Chief Executive Officer and Senior Vice President and Chief Economist, will be employees of the Partnership. The wages, salaries and benefits of such employees shall be paid directly by the Partnership, unless otherwise stated and agreed upon in writing. The Partnership shall be responsible for the supervision, instruction, and training of such employees.

ARTICLE NINE GENERAL PROVISIONS

Section 9.01 Notices

- (a) All notices, demands, requests, approvals or other communication of any kind which a party hereto may be required or may desire to serve on the other party in connection with this Agreement shall be served personally or sent by registered mail. Any such notice or demand so served by registered mail shall be deposited in the Canadian mail with postage thereon fully prepaid, registered and addressed to the party so to be served as follows:

Any notices intended for the Municipality shall be delivered and addressed to:

**Municipal Clerk
Halifax Regional Municipality
1841 Argyle Street
P.O. Box 1749
Halifax, NS B3J 3A5**

Any notices intended for the Partnership shall be delivered and addressed to:

**President and Chief Executive Officer
Greater Halifax Partnership
Purdy's Wharf, Tower II
1969 Upper Water Street, Suite 2101
Halifax, NS B3J 1R7**

- (b) Except in the event of a postal service strike or lockout (in which event the parties hereto agree to temporarily utilize other reasonable methods of communicating any notices), service of any notice or demand so made by mail shall be deemed complete on the date of actual delivery as shown by the registry receipt or at the expiration of the seventh business day after the date of mailing, whichever is earlier in time. Either party may from time to time, by notice in writing served upon the other party as aforesaid, designate a different mailing address or different or additional persons to which all such notices or demands are thereafter to be addressed.

Section 9.02 Validity of Provisions

In the event any one or more of the provisions contained in this agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and this agreement shall be enforceable to the fullest extent permitted by law.

Section 9.03 **Waiver and Modification**

No consent or waiver, express or implied, by a party of any breach or default by the other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver of any other breach or default hereunder. Failure on the part of a party to complain of any act, or failure to act, on the part of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. Neither this agreement nor any provision hereof may be amended, waived, modified or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver, modification or discharge is sought.

Section 9.04 **Successors**

The provisions of this Agreement shall, subject to the terms and conditions hereof, be binding upon and ensure to the benefit of the successors and assigns of each of the parties hereto; provided however, this Agreement shall at all times remain personal to the Society and may not be assigned by the Partnership without the prior written consent of the Municipality.

Section 9.05 **Remedies**

Both parties shall, in addition to all rights provided herein or as may be provided by law, be entitled to the remedies of specific performance to enforce their rights hereunder.

Section 9.06 **Headings**

The headings used in this agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

Section 9.07 **Interpretation**

Where the context so requires, words used in the singular shall include the plural and vice versa.

Section 9.08 **Entire Agreement**

This agreement, together with any written agreements executed in connection herewith or modifications or amendments to this agreement entered into by the parties hereto shall constitute the entire agreement between the parties hereto relative to the subject matter hereof and shall supersede any prior agreement or understanding, if any, whether written or oral, which either party may have had relating to the subject matter hereof.

Section 9.09 **Confidentiality**

- (a) For the purposes of the applicable Freedom of Information and Protection of Privacy (FOIPOP) provisions, the Municipality's access to information hereunder is subject to the Partnership's assertion at all material times that all such documents, contracts, records, claims, and accounts are supplied to the Municipality in confidence, recognizing that their disclosure could reasonably be expected to be injurious to the economic and other interests of the Partnership, and the Municipality

shall not disclose any such information without the Partnership's consent.

(b) It is agreed that for the purposes of FOIPOP, this agreement is a public document.

Section 9.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Nova Scotia.

Section 9.11 Time of Essence

Time is of the essence in the performance of the obligations of this agreement and of each provision hereof.

IN WITNESS HEREOF the parties hereto have properly executed this Agreement as of the day and year first above written.

SIGNED, SEALED and DELIVERED:

GREATER HALIFAX PARTNERSHIP

Witness

President and CEO

Witness

Chair of the Board

HALIFAX REGIONAL MUNICIPALITY

Witness

Mayor

Witness

Municipal Clerk

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Key deliverables outlined in this Appendix are aligned to the performances indicators set out in the Economic Prosperity Outcome Area of HRM's 2011-12 Corporate Plan. These indicators will be included in the Halifax Index which is to be developed as a deliverable.

Indicators include:

- HRM's rating on Economic Scorecard
- Non-residential building permits within the Regional growth centres
- Percentage of development permits approved that meet processing standards
- Fiscal health indicators
- Commercial tax revenue as a percentage of total tax revenues
- Percent of surveyed businesses that believe that they receive good value for the taxes they pay (part of Business Retention and Expansion survey)
- Public investment in capital district
- HRM Commercial tax burden as a percent of the Canadian average
- Percentage increase in new immigrants employed/retained in the community

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(a) Economic Development Advisory Services: The Partnership shall provide, undertake or maintain the following economic development advisory services as part of its services to the Municipality:		
ROLE AS PER SERVICE AGREEMENT	KEY DELIVERABLES	MEASUREMENT
1. STRATEGIC ADVICE AND INFORMATION		
a. Through experienced staff, and upon request, advise the Chief Administrative Officer and Council on economic aspects of projects and initiatives that align to the Municipality's Corporate Plan and Economic Strategy outcomes.	<ul style="list-style-type: none"> ▪ Thought leadership and advice on issues impacting economic growth, innovation and productivity. ▪ Recommend actions on new opportunities, value-added services and efficiencies. 	<ul style="list-style-type: none"> ▪ Number of initiatives that engage public and private sector partners. ▪ Number of initiatives that result in measureable increases in employment and investment levels
b. Written briefs and reports for consideration by the Chief Administrative Officer on matters of significance to the Municipality's economy in response to studies, reports and initiatives undertaken by the Conference Board of Canada, the Atlantic Provinces Economic Council and similar economics-based organizations.	<ul style="list-style-type: none"> ▪ Provide advice and analysis, which is incorporated into and adds value, to reports and recommendations that support Council decision-making 	<ul style="list-style-type: none"> ▪ Number of reports provided to the Chief Administrative Officer for consideration.
c. Maintaining a database of current economic information related to employment, population, gross domestic product, business trends, comparative tax, development costs and similar economic profiles that support marketing the Municipality for investment attraction and business development that is accessible through the Partnership's website.	<ul style="list-style-type: none"> ▪ Collect, update and analyze economic information and share this information through research portals such as the web-site, social media and presentations. ▪ Establish a Research consortium. 	<ul style="list-style-type: none"> ▪ Number of economic information reports and updates. For example: economic snapshots; performance indices; sector information sheets; Halifax value proposition presentations; and requests. ▪ The Halifax Index indicators are defined with publication under development for release in Spring 2012.
d. Provide high-level analysis of requests for the Municipality to fund economic development projects as they arise from time to time, based on criteria approved by the Municipality, in order to facilitate informed decision-making on the merits and economic return of any public investment.	<ul style="list-style-type: none"> ▪ See b. above 	<ul style="list-style-type: none"> ▪ See b. above
e. In conjunction with economic development partners, develop outcome measures related to new business starts, levels of business investment, number of new jobs and other indicators that can be attributed to efforts made by the Partnership to attract, retain and grow business in the Municipality as a means of gauging the effectiveness of economic development efforts.	<ul style="list-style-type: none"> ▪ Complete a summary paper, in conjunction with economic development partners, which outlines the outcome measures related to the retention and growth of business. 	<ul style="list-style-type: none"> • A summary paper is produced and submitted to the Steering Committee and recommendations are utilized by the Partnership and stakeholders to measure business growth and retention.

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Section 2.02(d) Performance Measures**

(a) Economic Development Advisory Services: The Partnership shall provide, undertake or maintain the following economic development advisory services as part of its services to the Municipality:		
ROLE AS PER SERVICE AGREEMENT	KEY DELIVERABLES	MEASUREMENT
2. COMMUNITY ECONOMIC DEVELOPMENT SERVICES		
a. Assist businesses and community-based business organizations in the Municipality leverage enabling infrastructure including, but not limited to: business parks; transportation and gateway assets; rural broadband and events facilities to generate community economic benefits and promote business growth and to assist and foster local entrepreneurship.	<ul style="list-style-type: none"> ▪ Create awareness and make connections through facilitation of meetings with local business organizations such as BID's, Business Associations (i.e. Fisherman's Cove, Greater Burnside Business Association, etc.) and follow-up with action plans. Implementation of action plans is the responsibility of the business groups. 	<ul style="list-style-type: none"> ▪ Number of meetings with business organizations which result in action plans that assist in their efforts to attract and retain businesses. ▪ Number of new (joint) initiatives undertaken and tracked for implementation.
b. Assist business improvement district commissions and business associations develop strategies to promote the value of local business to the Municipality's economy and to the development of its communities, and assist these organizations in developing strategies to attract and retain businesses.	<ul style="list-style-type: none"> ▪ Work in the ANS community to increase engagement, specifically through the Preston office and the connection and alignment of the Ujamaa Association to the ANS municipal function. ▪ Work with HRM's Community Development Division to align CED efforts to the "Well planned and Engaged Communities" outcome area of HRM's Corporate Plan. 	<ul style="list-style-type: none"> ▪ Number of engagements and partnered events /programs in Preston Office. ▪ ACOA and NSERDT's mid-year review evaluation of the Partnership is positive. ▪ Number of new joint Partnership/HRM Community Development initiatives that are undertaken and aligned with HRM's Corporate Plan and Community outcomes.

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Section 2.02(d) Performance Measures**

(a) Economic Development Advisory Services: The Partnership shall provide, undertake or maintain the following economic development advisory services as part of its services to the Municipality:		
ROLE AS PER SERVICE AGREEMENT	KEY DELIVERABLES	MEASUREMENT
3. GENERAL SERVICES		
a. Provide reports to Regional Council, the Standing Committee and to HRM's Senior Management Team (SMT) on the status of Partnership activities and initiatives.	<ul style="list-style-type: none"> Provide presentations and reports, as required, which are aligned to corporate outcomes and used to support municipal decision making. 	<ul style="list-style-type: none"> Number of activity reports. Number of reports and briefings to the Standing Committee and SMT
b. Attend Standing Committee and SMT meetings where agendas include economic development to ensure coordination and alignment to the Municipality's corporate mandate and Council priorities.		
c. In conjunction with Municipal staff, prepare and present an annual year-end report for Regional Council, including measurable outcomes resulting from Municipal and Partnership efforts to implement the Economic Strategy.	<ul style="list-style-type: none"> Prepare and present an annual report of activities and outcomes aligned to the services agreement, HRM corporate outcomes and the economic strategy key performance indicators. 	<ul style="list-style-type: none"> One annual report and presentation.
d. Produce an annual business plan and budget following the Municipality's business planning time frame and include in it measurable annual outcomes to be achieved by the Partnership in conducting its operations in a manner that aligns to the Economic Strategy, the Corporate Plan and to the terms of this agreement.	<ul style="list-style-type: none"> Prepare and present an annual business plan and budget which has been reviewed in advance of final submission with HRM staff to ensure alignment with the services agreement and HRM corporate outcomes. 	<ul style="list-style-type: none"> One annual plan and budget.
e. Market and promote the Municipality as a location of choice for business by raising local business and community confidence, as well as raising the national and international profile of the Halifax region through internet, print, radio, and events promoting HRM as a good community in which to live and work; and	<ul style="list-style-type: none"> Promote the confidence message, specifically through social media channels, events, web-site and business development opportunities. Implement the web-site, social media and content plan. Undertake a joint initiative with HRM staff to develop clear and concise community confidence measures. 	<ul style="list-style-type: none"> Average "B" ranking in the Performance Indicator measure >94% Investor renewal rate 5% increase in web-site sessions > 50 e-marketing and promotional campaigns >50 communications items Investor survey results - >90% satisfaction rating Annual business confidence survey results.

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Section 2.02(d) Performance Measures**

(b) Economic Prosperity Corporate Plan Outcome: The Partnership shall provide the following economic development services in support of the Economic Prosperity outcome area of the Municipality's Corporate Plan:		
ROLE AS PER SERVICE AGREEMENT	KEY DELIVERABLES	MEASUREMENT
1. OPEN FOR BUSINESS		
a. Research and understand Municipal regulations, tax environment and administrative policies that impact business;	<ul style="list-style-type: none"> Undertake a review of applicable Municipal regulations, tax environment and policies. 	<ul style="list-style-type: none"> Report on regulations, tax environment and policies which includes current status/review, competitiveness review, best practices and an action plan which will lead to improved overall business climate.
b. Conduct best practices research including a comparison of benchmark cities.	<ul style="list-style-type: none"> Undertake a review of best practices and their applicability to HRM's local context. 	
c. Lead an "open for business" taskforce to undertake a competitiveness review of the overall regulatory and tax environment with appropriate linkage to the Province's Better Regulation Initiative, considering a transparent, "one-stop shop" approach to providing service to business.	<ul style="list-style-type: none"> Produce and present a report on relevant findings, best practices and a recommended action plan to HRM SMT and other stakeholders as required. 	
d. Establish a feedback mechanism for business to provide the Municipality with recommendations for continuous improvement of services to business.	<ul style="list-style-type: none"> Through SmartBusiness conduct business visitations, identify and track action team referrals, identify and connect trade-ready and hyper-growth companies to support services. Identify company common issues related to current and future labour market needs and provide regular reports to HRM on the results and recommendations for improvement. 	<ul style="list-style-type: none"> Quarterly reports containing recommendations on improving municipal service to business submitted to SMT for consideration and action Quarterly reports containing recommendations on how the Municipality can support the Province's "Jobs Here" Strategy in respect to labour, skills and assisting local business become trade-ready submitted to SMT, Standing Committee and Steering Committee. Number of meetings held with business leaders where clarification about HRM's policies and priorities was required and provided along with any applicable follow up action taken.
e. Provide the Municipality with recommendations to consider for follow up action by way of updates and reports to senior staff and the Standing Committee.	<ul style="list-style-type: none"> Provide input to identify changes needed in Provincial and Federal regulations and programs to better support young professionals, internally skilled workers and entrepreneurs in pursuing opportunities in Halifax. Work with the Chamber of Commerce to prepare position papers and advocacy plans to address identified issues. Increase community organizations' awareness of provincial resources to support professional development and business management for non-profit and voluntary sector, promoting the Voluntary Sector Professional Improvement Initiative. Through the Partnership's ongoing business priority to convene, collaborate and connect continue to meet with business and business leaders - over 100 such connections made by CEO per year. 	

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(b) Economic Prosperity Corporate Plan Outcome:

The Partnership shall provide the following economic development services in support of the Economic Prosperity outcome area of the Municipality's Corporate Plan:

ROLE AS PER SERVICE AGREEMENT	KEY DELIVERABLES	MEASUREMENT
2. HALIFAX AS AN EXCITING PLACE TO LIVE AND DO BUSINESS		
a. Initiate baseline research and analysis to support a Branding Strategy.	<ul style="list-style-type: none"> ▪ Develop and present a brand strategy and implementation plan to the Steering Committee, Standing Committee and other stakeholders as required. 	<ul style="list-style-type: none"> ▪ Brand strategy complete.
b. Work with partners to identify the most compelling attributes that make the Municipality unique and attractive as a location for business and talent.		
c. Consider the Municipality's desire to be recognized as a world class destination with unique natural assets and a clean, healthy environment.		
d. Define and scope out project elements, budget, deliverables and a work plan in order to position the overall project for Year 2 implementation of the Economic Strategy.		

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(b) Economic Prosperity Corporate Plan Outcome: The Partnership shall provide the following economic development services in support of the Economic Prosperity outcome area of the Municipality's Corporate Plan:		
ROLE AS PER SERVICE AGREEMENT	KEY DELIVERABLES	MEASUREMENT
3. INNOVATIVE, COLLABORATIVE PARTNERSHIPS		
a. Develop and implement a strategy aimed at increasing the level of engagement and investment by the private sector in economic growth.	<ul style="list-style-type: none"> ▪ Continue to engage the private sector through the Investor Relations and Engagement Strategy and identify opportunities to involve private sector partners in the implementation of the Economic Strategy. ▪ Ensure strong private sector representation, collaboration and alignment in the implementation of economic strategy action teams and initiative, including strong representation on the strategy action teams, the Steering Committee and Mayor's Advisory Committee. 	<ul style="list-style-type: none"> ▪ Number of engagements with private sector. ▪ Increase in investment level of private sector.
b. Advice and support to the Strategic Urban Partnership to research and consider incentives that would serve to encourage investment in the Regional Centre and Urban Core.	<ul style="list-style-type: none"> ▪ Conduct best practice research on investment incentives and recommend incentives for consideration. 	<ul style="list-style-type: none"> ▪ Report on incentives including best practices and recommendations for consideration.
c. Lead the Municipality's efforts to leverage economic opportunities associated with transportation gateway assets through the Partnership's role as secretariat to the Halifax Gateway Council and by providing regular updates to senior management of the Municipality.	<ul style="list-style-type: none"> ▪ Maximize opportunities of Halifax Gateway Council in the Implementation of the Year Two Plan for their Five Year Strategy, specifically in the area of awareness of integrated transportation systems, supply chain considerations and collaboration. 	<ul style="list-style-type: none"> ▪ Number of engagements with stakeholders. ▪ Dollar investment through projects. ▪ Trade and land development activity in areas such as the Halifax Stanfield International Airport and Atlantic Gateway – Halifax Logistics Park, in Burnside.

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d. Advise and support HRM Finance on the development of tax and fiscal tools that help drive economic growth and sustainability.	<ul style="list-style-type: none"> ▪ Enhance HRM's commercial intelligence capability and Business Retention and Expansion Program to: <ul style="list-style-type: none"> ○ Ensure competitive intelligence on current opportunities and emerging needs of business is collected, analyzed and shared with economic development partners. ○ Identify and respond to threats and opportunities in high value sectors such as Finance and Insurance, Aerospace and Defence, Digital Industries, Oceans, Transportation. ○ Identify and connect trade-ready and hyper-growth companies to support services. ○ Develop and implement Phase I of the Halifax Regional and Head Office Retention Strategy. 	<ul style="list-style-type: none"> ▪ High level strategic report delivered by the Partnership to the Steering Committee, Standing Committee and other stakeholders as appropriate on growth sectors, the efforts underway to pursue related opportunities and the role of HRM in key sectors. ▪ Report and recommendations from the Partnership to the Steering Committee and other stakeholders as appropriate on follow up actions required by HRM and partners to capitalize on opportunities identified in the report. ▪ Positive mid-year review by NSDERT and ACOA on the progress of the Partnership's efforts to support the Province's "Jobs Here" Strategy.
e. Identify and analyze the potential for high value, high growth opportunities in the Municipality and identify key infrastructure and enablers needed to pursue these opportunities.		
f. Work with partners to build capability to pursue, respond to and capitalize on high value, high potential economic growth opportunities associated with the Province's "Jobs here" Strategy and to respond to threats facing resident businesses.		
g. Ensure competitive intelligence on current opportunities and emerging needs of business are shared with economic development partners through regular meetings, electronic media or other means that can be reported on.		
h. Work with partners to develop a strategy to improve the connection and collaboration between research organizations and business.	<ul style="list-style-type: none"> ▪ Initiate a dialogue with private sector stakeholders, post secondary institutions and research organizations on issues and opportunities related to R&D and commercialization. Develop recommendations for moving forward. 	<ul style="list-style-type: none"> ▪ Recommendations are provided to the Strategy Steering Committee, Regional Council and Council Standing Committee where appropriate and follow-up action is taken by the Partnership.
i. Provide advice to the Municipality on its role in supporting an environment to create opportunities for local business to access international markets in support of the Provincial strategy.	<ul style="list-style-type: none"> ▪ Prepare a report on consultations and research undertaken, including recommendations for moving forward. 	<ul style="list-style-type: none"> ▪ Year 1 and 2 project plans submitted to the steering committee for review/approval. ▪ Report submitted to the Steering committee for consideration.

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(c) Year One Support of 2011-2016 Economic Strategy The Partnership shall provide the following economic development services to support first year implementation of the Economic Strategy:		
ROLE AS PER SERVICE AGREEMENT	KEY DELIVERABLES	MEASUREMENT
<ol style="list-style-type: none"> 1. Serve as overall lead in supporting the Economic Strategy Implementation Steering Committee in its role of monitoring and assessing the implementation of the overall strategy. 2. Facilitate strategy goal implementation, serving as convenor of action teams where appropriate and providing liaison between the implementation teams and the Steering Committee. 	<ul style="list-style-type: none"> ▪ Provide leadership, oversight, governance and project management support to ensure the successful implementation, stakeholder engagement and alignment of Year One Actions identified in the Economic Strategy. 	<ul style="list-style-type: none"> ▪ One annual implementation plans for each of the five strategy goals areas ▪ Quarterly progress reports to the Steering Committee, Mayor's Advisory Committee, SMT, and Standing Committee, including identification of issues, challenges, opportunities and resourcing needs ▪ Annual report to Halifax Regional Council ▪ Communication strategy implemented to increase awareness of Strategy progress (includes micro site, social media and other vehicles)
<ol style="list-style-type: none"> 3. Develop and launch a Halifax Index and annual state of the region event in collaboration with partners and the Municipality's Citizens Survey to support validation and implementation of the Economic Strategy. 	<ul style="list-style-type: none"> ▪ Develop and implement a plan to produce the Halifax Index. ▪ Develop a research consortium with representation from public and private sector and post secondary institutions to provide economic data and research to meet the information needs of business and potential investors in Halifax. ▪ Partner with the Chamber of Commerce on the annual state of the region event to present the Halifax Index (includes progress on economic, environmental and social objectives and recommend areas for improvement). 	<ul style="list-style-type: none"> ▪ Halifax Index is produced and presented at the Annual State of the Region Event in the Spring of 2012.
<ol style="list-style-type: none"> 4. Engage businesses in the development of a Harbour Master Plan in support of Municipal staff leading the planning process. 	<ul style="list-style-type: none"> ▪ Initiate a dialogue with HRM and the Province of Nova Scotia to assess work and progress to date and recommendations for moving forward. 	<ul style="list-style-type: none"> ▪ Report to SMT on progress to date and recommendations for action.
<ol style="list-style-type: none"> 5. Update a strategy to increase participation by the business community in strategies to attract and retain young professionals and international skilled workers and increase productivity. 	<ul style="list-style-type: none"> ▪ Update the Greater Halifax Talent Strategy to ensure alignment to the Economic Strategy, JobsHere and input from information received through the SmartBusiness Program, other business consultations and ongoing research. 	<ul style="list-style-type: none"> ▪ Quarterly report to stakeholders on Greater Halifax Talent Strategy updated results.