


**Item No. 10.3.1**

**Halifax Regional Council**  
**May 29, 2012**

**TO:** Mayor Kelly and Members of Halifax Regional Council

**SUBMITTED BY:**  Original Signed  
Councillor Lorelei Nicoll, Chair  
Community Planning and Economic Development Standing Committee

**DATE:** May 11, 2012

**SUBJECT:** 2012-13 Service Level Agreement – Greater Halifax Partnership

**ORIGIN**

Staff report to Community Planning and Economic Development Standing Committee meeting of May 10, 2012.

**RECOMMENDATION**

The Community Planning and Economic Development Standing Committee recommends Halifax Regional Council endorse the Collateral Agreement (attached to the April 12, 2012 staff report); to the 2011-2012 Service Level Agreement with the Greater Halifax Partnership, in an effort to specify key deliverables, measures and anticipated costs between April 1, 2012 and March 31, 2013, and authorize the Mayor and Clerk to execute the Collateral Agreement.

### **BACKGROUND/DISCUSSION**

Staff presented the attached report (dated April 12, 2012) to the Community Planning and Economic Development Standing Committee at its May 10, 2012 meeting. The Committee endorsed the report and passed a motion to forward the report to Regional Council, as noted above.

### **BUDGET IMPLICATIONS**

Budget Implications are outlined in the attached staff report dated April 12, 2012.

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

Financial Management Policies/Business Plan compliance is outlined in the attached April 12, 2012 staff report.

### **COMMUNITY ENGAGEMENT**

Not applicable with this report.

### **ALTERNATIVES**

No alternatives were provided.

### **ATTACHMENTS**

Attachment 'A': Staff report dated April 12, 2012.

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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

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P.O. Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Community Planning & Economic Development**  
**May 10, 2012**

**TO:** Chair and Members of Community Planning & Economic Development

Original Signed

**SUBMITTED BY:**

Chris Bryant, Acting Managing Director  
Government Relations & External Affairs

**DATE:** April 12, 2012

**SUBJECT:** 2012-13 Service Level Agreement - Greater Halifax Partnership

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**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 June 28, 2011 Regional Council approved the Service Level Agreement with the Greater Halifax Partnership for the 2011-2012 fiscal year, pending final approval of Legal Services.
5. July 14, 2011, the Services Agreement between Halifax Regional Municipality and the Greater Halifax Partnership was signed by the Mayor and Municipal Clerk. The term of the agreement commenced on the execution, and does not align with HRM's fiscal year.

**RECOMMENDATION**

It is recommended that the Committee endorse and recommend to Regional Council the attached Collateral Agreement; to the 2011-2012 Service Level Agreement with the Greater Halifax Partnership, in an effort to specify key deliverables, measures and anticipated costs between April 1, 2012 and March 31, 2013, and authorize the Mayor and Clerk to execute the Collateral Agreement.

## **BACKGROUND**

The Greater Halifax Partnership (the Partnership) is the economic development organization for Halifax. The Partnership is a private-public, economic growth agency funded by Halifax Regional Municipality (HRM), the Province of Nova Scotia, Atlantic Canada Opportunities Agency, and approximately 130 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, which was established by Ministerial Order pursuant to the *Regional Communities Development Act*. Funding from business investors is in the form of cash and cash equivalent (e.g. local media advertising, meeting space in local hotels, 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 the largest single funding partner, contributing \$1.4 million, which is approximately half of the Partnership's core operational funding.

With the support of its funding partners, the Partnership works to build business confidence, attract and retain business, research and report economic trends, and identify and work to remove roadblocks on behalf of business.

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.
- 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 contracts the Partnership to provide the following services:

- Deliver a specialized 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; and
- Serve as an independent and objective advisor in raising awareness about challenges and opportunities facing the local economy and local businesses.

The business relationship between HRM and the Partnership has historically been formalized through service level agreements which have evolved over the years which enable the Municipality to clearly articulate expectations, deliverables and measures, in order to ensure that municipal taxpayers receive value for investment. The current service level agreement is tied closely to supporting implementation of the 2011-2016 Economic Strategy, as well as, the Corporate Plan Economic Prosperity Outcome Area.

### **DISCUSSION**

A one-year, "interim" agreement for the 2011-12 fiscal was drafted and approved by Regional Council in order to accommodate the time required to complete the Auditor General's value for money audit and staff's governance review of HRM's economic development agencies, as per direction received from Council (Attachment A). That agreement was intended for the 2011/2012 fiscal year, but the term actually commenced on the execution (signing) of the agreement, which did not take place until July 14, 2011 and is in effect for a full year. Therefore, the existing agreement does not expire until July 14, 2012. Council is being asked to approve a Collateral Agreement (Attachment B), in order for the Partnership to begin immediate implementation of the key deliverables for the 2012/2013 fiscal year.

This will continue to provide the time required to complete the review of HRM's economic development agencies, and guide the work of the Partnership over the remaining months of the existing agreement. Staff will work toward developing a new Service Level Agreement with the Partnership which will align with the Municipality's fiscal calendar in advance of March 31, 2013.

### **Collateral Agreement Objectives**

The high level objectives of the Collateral Agreement include:

- Achieve clarity on service level expectations, deliverables and measures and the cost associated with each for the 2012/2013 fiscal year.
- Provide alignment and consistency with the 2011-2016 Economic Strategy and with HRM's Corporate Plan Economic Prosperity Outcome Area.
- Assign specific tasks attributed to the Municipality in the Economic Strategy for which the Partnership is best positioned to deliver.
- Establish clear lines of accountability and reporting between the Partnership and the Standing Committee, Regional Council and to HRM senior staff.

### **Strategic Outcomes**

The proposed deliverables in the Collateral Agreement are structured around the Municipality's expectations and the Partnership's deliverables in three strategic areas. They are:

1. **General Services:** 1.1 Budget and business planning; 1.2 Board oversight; 1.3 Reports and briefing notes; 1.4 Marketing and promotion; 1.5 Business retention and expansion; 1.7 Community economic development; 1.8 Labour market development; 1.9 Attract business investment.

2. **Strategic Advice, Information and Project Leadership:** 2.1 Professional economic analysis and advisory services; 2.2 Research, data and project leadership.
3. **Implementation of the 2011-2016 Economic Strategy:** 3.1 Administration of the Strategy; 3.2 Develop the Halifax Index and present the Annual State of the Economy Event; 3.3 Reduce regulatory tax and policy issues that can inhibit development and investment; 3.4 Assist Halifax in being recognized as an exciting place to live and do business; 3.5 Assist Halifax stakeholders to be innovative and work together to advance economic growth.

A detailed description of the deliverables, measures and cost per activity can be found in Schedule A.

In addition, on January 24, 2012, Council approved HRM to engage the Partnership to be the entity through which the Strategic Urban Partnership (SUP) be administered. As a contribution toward the SUP's first year of work, Council directed staff to cost share in their funding requirements through the Partnership in the amount of \$55,000 cash and \$25,000 in-kind contributions. As is common in cost-sharing scenarios, financial commitments are contingent upon all partners making their contributions. Council has asked that the SUP provide updates on its activities via an information report every six months. Detailed deliverables can be found in Attachment C.

Section 2.02 c of the current Service Level Agreement, allows HRM to request the Partnership to undertake work beyond the scope of the Partnership's business plan and therefore the request to administer the SUP is covered off under the existing agreement.

#### **Performance Measures**

The detailed deliverables found in Attachment B, include a means to measure the Partnership's performance in order to ensure that outputs produced meet the Municipality's expectations.

#### **BUDGET IMPLICATIONS**

There are no budget implications associated with the recommendation that the Committee and Council endorse the proposed Collateral Agreement. The annual operating grant to the Partnership is \$1,400,000 and is included in the approved 2012/2013 Operating Budget (EI21-8004).

The grant to cost share in the SUP's first year operations has been approved by Council. The \$55,000 is funded entirely through existing approved budget allocations from project No. CDG01283-Regional Plan 5 Year Review for the 2012/2013 fiscal year. Beyond this cash contribution, HRM's in-kind contribution valued at \$25,000 will be accommodated within existing budgets.

## **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 conducted in association with this report.

## **ENVIRONMENTAL IMPLICATIONS**

None

## **ALTERNATIVES**

The Standing Committee may consider the following alternatives:

1. Not endorse the Collateral Agreement
2. Endorse the Collateral Agreement, subject to edits, revisions or changes that the Committee may wish to impose as conditions.
3. Withhold endorsement, pending the receipt of any additional information or documentation that the Committee requires prior to rendering a decision.


## **ATTACHMENTS**

- |                  |  |
|------------------|--|
| 1. Attachment A: | Existing 2011/2012 Service Level Agreement with the Partnership                          |
| 2. Attachment B: | 2012/2013 Collateral Agreement   |
| 3. Schedule A:   | Detailed Deliverables for the Service Level Agreement with the Partnership for 2012/2013 |
| 4. Attachment C: | Detailed deliverables for the Administration of the Strategic Urban Partnership          |

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

Report Prepared by: Marion Currie, Government Relations & External Affairs, 490-6422


 Original Signed

Report Approved by:

 Chris Bryant, Acting Managing Director Government Relations & External Affairs, 490-3677

 Original Signed

Financial Approval by:

 Greg Keefe, A/Director of Finance and Information Technology/CFO, 490-6308

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Council Jan 23/11

142

**REVISED**

**Re: Item No. 10.2.1**

**Services Agreement**

**Between:**

**Halifax Regional Municipality**

**and**

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

APPROVED  
AS TO FORM  
*ms*  
Municipal Solicitor



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## SCHEDULES

Schedule A    Section 2.02 (d) Performance Measures

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 convener 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

**THIS SUPPLEMENTARY AND AMENDING AGREEMENT****BETWEEN:**

**HALIFAX REGIONAL MUNICIPALITY**, a body corporate

(hereinafter referred to as "HRM")

**OF THE FIRST PART**

- and -

**THE HALIFAX REGIONAL BUSINESS AND COMMUNITY ECONOMIC DEVELOPMENT  
ASSOCIATION**

(hereinafter referred to as the "Contractor")

**OF THE SECOND PART**

**WHEREAS** HRM and the Contractor are parties to a services agreement dated 14 July 2011, providing for the implementation of the *A Greater Halifax* a five-year Economic Development Strategy (the "Contract"); and

**WHEREAS** the Contract includes goals, objectives, performance measures and indicators to monitor progress towards achieving those goals and objectives;

**WHEREAS** HRM and the Contractor have agreed to supplement and amend the terms of the Contract as herein provided;

**THEREFORE** in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties) the parties agree as follows:

**1.           Renewal Term**

The parties acknowledge and agree that despite Section 5.01 of the Contract, the final renewal period of the Contract commences 15 July and ends 31 March 2013 with no further rights of renewal thereafter and without any requirement for notice of termination by either party as specified in the Contract (the "Final Renewal Period").

**2. Amendments to Contract**

The parties hereby agree to amend the Contract, effective as of 15 July 2012, by deleting Schedule "A" of the Contract and replacing and substituting a new schedule attached hereto and incorporated by reference as Schedule "A".

**3. Confirmation of Contract**

Each of the parties agrees that this Agreement shall, from and after 15 July 2012, be read and construed with the Contract and be treated as part thereof and for such purpose insofar as may be necessary to effectuate this Agreement, the Contract, is hereby amended, and the documents as so amended, together with all the covenants and provisos thereof, shall remain in full force and effect and the parties will observe and perform all of the covenants, conditions and provisos contained in the Contract as hereby amended.

**4. Enurement**

This supplementary and amending agreement shall enure to the benefit of and be binding upon each of the parties and their respective successors and assigns.

**5. Future Intentions**

It is understood by both parties that during the Final Renewal Period, the parties will, in good faith, negotiate towards reaching a new agreement but neither of the parties are hereby under any legal obligation of any kind whatsoever with respect to entering into a further agreement after the Final Renewal Period by virtue of this or any written or oral expression by any of its directors, officers, employees, agents, councillors, or any other representatives or advisers or representatives thereof.

**IN WITNESS WHEREOF** the parties have executed this supplementary and amending agreement as of the date first above written.

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Municipal Clerk

**THE HALIFAX REGIONAL BUSINESS AND  
COMMUNITY ECONOMIC DEVELOPMENT  
ASSOCIATION.**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

<b>1. GENERAL SERVICES</b> - the Partnership shall provide, undertake or maintain the following general services as part of its agreement with the Municipality:			
	<b>Key Deliverables in the Service Agreement:</b>	<b>Measures:</b>	<b>Anticipated Cost:</b> <i>allocation of \$1.4M contribution – excludes other partner leverage of \$2.3M</i>
<b>1.1 Budget and Business Planning</b>	a. <i>Produce an annual business plan and budget. Include in it measures to be achieved by the Partnership in conducting its operations in a manner that aligns to the Corporate Plan and to the terms of this agreement.</i>	<ul style="list-style-type: none"> <li>- Business plan and budget are produced by Feb 28th</li> <li>- Measurements identified and tracked monthly; reported quarterly</li> <li>- Alignment is achieved through quarterly review and feedback</li> </ul>	\$15,000
	b. <i>Leverage HRM's operating grant by partnering with other levels of government and the private sector, in an effort to enhance services provided to the Municipality.</i>	<ul style="list-style-type: none"> <li>- Leverage \$2.3M from private sector and federal/provincial government</li> <li>- GHP Top Line Revenue \$3.7 M</li> <li>- &gt;95% Renewal of Private Sector Investment;</li> <li>- 6 new investors</li> </ul>	10,000
	c. <i>Support HRM's Auditor General's Value for Money Review to ensure HRM achieves the highest value for its contributions to economic development.</i>	<ul style="list-style-type: none"> <li>- Pending outcomes of Auditor General Review</li> </ul>	10,000
<b>1.2 Board Oversight</b>	a. <i>Ensure effective board oversight, including risk and financial management and implementation through regular evaluation of activities and financial results. This is achieved through a regular performance evaluation framework and financial and risk management reporting and review.</i>	<ul style="list-style-type: none"> <li>- Break even bottom line</li> <li>- \$3.7M top line</li> <li>- Quarterly Audit and Risk Committee and Board of Directors meetings, including review of quarterly financial reports and risk management framework</li> <li>- Annual Board Survey</li> <li>- Board and Committee Oversight</li> <li>- Annual Board Strategy Session</li> </ul>	75,000
	b. <i>Achieve and maintain international certification of our economic development efforts.</i>	<ul style="list-style-type: none"> <li>- AEDO Certification</li> </ul>	5,000
<b>1.3 Reports &amp; Briefing Notes to HRM</b>	a. <i>Attend meetings and/or provide reports to Regional Council, the Standing Committee and HRM's Senior Management Team (SMT), as required, on the status of Partnership activities and their alignment with the Municipality's Corporate Plan as outlined in the Service Level Agreement.</i>	<ul style="list-style-type: none"> <li>- Quarterly status reports for the CAO</li> <li>- Bi- Monthly economic briefings to SMT (6)</li> <li>- M40 meeting engagement(s) as requested by HRM</li> <li>- &gt;10 Meetings with Regional Council, Standing Committees, SMT</li> <li>- Year end (Q4) SLA report to CP&amp;ED Standing Committee</li> <li>- Year end (Q4) SLA report to Regional Council</li> </ul>	40,000
	b. <i>In partnership with Municipal staff, prepare and present an annual year-end report for Regional Council, including measurable outcomes resulting from the HRM's and Partnership's efforts to implement the Economic Strategy</i>	<ul style="list-style-type: none"> <li>- Annual year-end report is written and provided to Regional Council by June 30th</li> </ul>	20,000
<b>1.4 Marketing &amp; Promotion</b>	a. <i>Market and promote the Municipality as a location of choice for business by raising local confidence and both the national and international profile of the Halifax region. This is accomplished through online, print, radio, media, and events promoting HRM as</i>	<ul style="list-style-type: none"> <li>- &gt;20% increase in web and social media results (includes <a href="http://www.greaterhalifax.com">www.greaterhalifax.com</a> (and microsites) )</li> <li>- Social media vehicles (e.g. Facebook, twitter, etc.).</li> <li>- &gt;90% utilization of private sector in-kind investment</li> </ul>	325,000



<b>1. GENERAL SERVICES</b> - the Partnership shall provide, undertake or maintain the following general services as part of its agreement with the Municipality:			
	<b>Key Deliverables in the Service Agreement:</b>	<b>Measures:</b>	<b>Anticipated Cost:</b> <i>allocation of \$1.4M contribution – excludes other partner leverage of \$2.3M</i>
	<i>an attractive community to live, work and conduct business.</i>	<ul style="list-style-type: none"> <li>- Confidence Marketing Campaign – in market</li> <li>- Investor Briefings (4) Building Our Future (3)</li> <li>- Halifax Index Event (1)</li> <li>- Membership in World Energy Cities Partnership</li> </ul>	
<b>1.5 Business Retention and Expansion (BRE)</b>	<p>a. <i>Enhance focus on the Business Retention and Expansion Program (SmartBusiness) to connect local businesses to the resources and services they need to be more competitive, at home, across the country, and internationally. Ensure competitive intelligence on current opportunities are shared with economic development partners.</i></p>	<ul style="list-style-type: none"> <li>- 200 businesses visited</li> <li>- 400 consultations (over and above initial visit)</li> <li>- 150 business referrals responded to</li> <li>- &gt;80% referrals closed</li> <li>- &gt; 20 referrals to the Nova Scotia Productivity and Investment Program</li> <li>- Identification of 5 Business issues that are determined to be common amongst companies; further action is taken</li> <li>- Quarterly BRE Reports</li> <li>- 2011-12 Annual BRE Report</li> <li>- &gt;10 Referrals to Trade Support Services</li> </ul>	190,000
<b>1.7 Community Economic Development</b>	<p>a. <i>GHP and HRM to jointly undertake review and best practice research to understand the optimal structure of a community development &amp; community economic development model for HRM. This will inform HRM's go forward plans as well as future SLA's between GHP/HRM</i></p>	<ul style="list-style-type: none"> <li>- Recommendations for a model are presented to CAO by December 31<sup>st</sup></li> <li>- Deliverables for GHP and HRM are specified by March 31<sup>st</sup></li> </ul>	20,000
	<p>b. <i>Assist business improvement districts and business associations in developing action plans to promote the value of local business to the Municipality</i></p>	<ul style="list-style-type: none"> <li>- &gt;12 unique meetings with BID's or Business Associations</li> <li>- &gt;6 Action Plans</li> </ul>	10,000
	<p>c. <i>Make connections with local business organizations such as Business Improvement Districts and Business Associations to support the development of strategies and action plans to attract and retain businesses in their district. Implementation of action plans are the responsibility of the business group.</i></p>	<ul style="list-style-type: none"> <li>- &gt; 3 action plans/ strategies</li> </ul>	10,000
	<p>d. <i>Represent HRM staff on the Sheet Harbour and Area Chamber of Commerce and Civic Affairs Economic Development Committee</i></p>	<ul style="list-style-type: none"> <li>- &gt;3 meetings attended</li> <li>- &gt;3 briefings provided to HRM's Economic Development Senior Advisor</li> </ul>	5,000
	<p>e. <i>Assist the Municipality in improving the quality and level of service to residents and communities of African descent as it relates to community economic development. Work in the ANS Community to facilitate and assist community organizations in the development of the strategic plans and/or project plans).</i></p>	<ul style="list-style-type: none"> <li>- In collaboration with HRM's Community Development team, provide community economic development support to &gt;15 projects within the ANS community</li> </ul>	50,000

<b>1. GENERAL SERVICES</b> - the Partnership shall provide, undertake or maintain the following general services as part of its agreement with the Municipality:			
	<b>Key Deliverables in the Service Agreement:</b>	<b>Measures:</b>	<b>Anticipated Cost:</b> <i>allocation of \$1.4M contribution – excludes other partner leverage of \$2.3M</i>
	f. Undertake an inventory of HRM facilities operating under a facility lease agreement, excluding those being reviewed as part of the "multi-district facility project". Inventory will include location, how HRM funds are utilized, how they are funded, etc. In addition, provide an assessment of the opportunity cost of capital related to HRM's investment in community facilities.	<ul style="list-style-type: none"> <li>- Research project completed August 31st</li> <li>- Assessment completed September 30th</li> </ul>	20,000
<b>1.8 Labour Market Development</b>	a. Support HRM staff with the update of the 2006 Immigration Action Plan	<ul style="list-style-type: none"> <li>- Immigration Action Plan updated by March 31, 2013</li> </ul>	5,000
	b. Maximize opportunities for increased alignment, awareness and engagement of the business community in the implementation of the Province's workforce strategy -- Lead a strategy for the business community to attract and retain young professionals and international skilled workers : <ul style="list-style-type: none"> <li>i. Implement the Halifax Connector Program – target to include Newcomers, International Students and Young and Emerging Talent</li> <li>ii. Implement the Employer Support Program – educating employers on the immigration process</li> <li>iii. Continue to interview candidates for the community Identified stream of the Nova Scotia Nominee Program</li> </ul>	Connector Program: <ul style="list-style-type: none"> <li>- &gt;100 business leader participants (brings total to 400)</li> <li>- &gt;50 Immigrant participants (includes international students) (brings total to 300)</li> <li>- &gt;200 Young Emerging Talent participants</li> <li>- 50 employed in 2012-2013 (brings total to &gt;150)</li> </ul> Employer Support: <ul style="list-style-type: none"> <li>- 60 employers educated through one-on-one visits</li> <li>- 50 employers educated through information sessions</li> </ul> Community Identified: <ul style="list-style-type: none"> <li>- 175 information requests from international inquiries regarding the CIS</li> <li>- 50 letters of identification issued</li> <li>- 150 potential number of Immigrants represented through the letters of identification</li> </ul>	30,000
	c. Identify changes needed in Provincial and Federal regulations and programs to better support young professionals, internationally skilled workers and entrepreneurs in pursuing opportunities in Halifax	<ul style="list-style-type: none"> <li>- Recommendations for changes provided through the Economic Strategy Steering Committee</li> </ul>	5,000
	d. Increase the business community's awareness of, and access to, labour market information and resources to assist their efforts in achieving best practice in employee recruitment and retention	<ul style="list-style-type: none"> <li>- &gt;200 SmartBusiness visits (profile SmartBusiness initiative as a conduit to these programs, using social media (on-going) and e-mail (once yearly))</li> </ul>	5,000
	e. Increase community organizations' awareness of provincial resources to support professional development and business management for not-for-profit and voluntary sector	<ul style="list-style-type: none"> <li>- 200 Smart Business visits (profile Smart Business initiative as a conduit to these programs, using social media (on-going) and e-mail (once yearly))</li> </ul>	5,000
<b>1.9 Attract Business Investment</b>	a. Position the Halifax Business Case to attract high-value, high potential business investments	<ul style="list-style-type: none"> <li>- 8 investment sales funnel updates</li> <li>- &gt;75 Requests for Economic Data and Research</li> <li>- 10 qualified business development leads</li> <li>- 2 Closes</li> </ul>	30,000

<b>2. STRATEGIC ADVICE, INFORMATION &amp; PROJECT LEADERSHIP</b> - the Partnership shall provide advice and information and undertake the following projects, as part of its agreement with the Municipality:			
	<b>Key Deliverables in the Service Agreement:</b>	<b>Measures:</b>	<b>Anticipated Cost:</b> <i>allocation of \$1.4M contribution – excludes other partner leverage of \$2.3M</i>
<b>2.1 Professional Economic Analysis &amp; Advisory Services</b>	<ul style="list-style-type: none"> <li>a. Briefings and/or reports on matters of significance to the Municipality's economy in response to studies, reports and initiatives undertaken by economics-based organizations as requested</li> <li>b. Providing high-level analysis of requests for the Municipality to fund economic development projects, as they arise from time to time, to facilitate informed decision-making on the merits and economic return of public investment</li> <li>c. Provide project/initiative leadership as requested</li> </ul>	<ul style="list-style-type: none"> <li>- &gt; 5 specific studies and reports provided to HRM where requests for advice and analysis are responded to and recommendations are provided</li> <li>- &gt;5 special projects that address threats/opportunities</li> </ul>	25,000
	<ul style="list-style-type: none"> <li>d. 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</li> </ul>	<ul style="list-style-type: none"> <li>- High growth opportunities identified &amp; reported</li> <li>- Key infrastructure/enablers identified &amp; reported</li> </ul>	25,000
<b>2.2 Research, Data and Project Leadership</b>	<ul style="list-style-type: none"> <li>a. Provide general research, analysis and advice to the Municipality on projects and initiatives of an economic nature, as requested</li> </ul>	<ul style="list-style-type: none"> <li>- Economic data and research provided to businesses and potential investors</li> </ul>	40,000
	<ul style="list-style-type: none"> <li>b. Maintain 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. Facts from these databases will be disseminated through the Partnership's website, social media and presentations</li> </ul>	<ul style="list-style-type: none"> <li>- General research, analysis and advice provided to HRM upon request</li> <li>- &gt; 75 Requests Responses to Request for Information (general public)</li> <li>- 8 Investment Sales Funnel Updates</li> <li>- &gt;10 Qualified Development Leads</li> <li>- Close 2 qualified lead files</li> <li>- Quarterly Updates Business Case</li> <li>- Quarterly Economic Reports</li> </ul>	40,000
	<ul style="list-style-type: none"> <li>c. Maintain a research consortium with representation from the public and private sectors and post-secondary institutions to provide economic data and research to meet the information needs of business and potential investors in HRM.</li> </ul>	<ul style="list-style-type: none"> <li>- Research consortium maintained ; economic data and research provided</li> <li>- Information needs of business and potential investors met</li> </ul>	20,000
	<ul style="list-style-type: none"> <li>d. In conjunction with economic development partners, develop outcome measures for new business starts, business investment, new jobs and other indicators that can be attributed to efforts made by the GHP to attract, retain and grow business in the Municipality</li> </ul>	<ul style="list-style-type: none"> <li>- Engage research consortium, identify existing outcome measures</li> <li>- Provide recommendations to Economic Strategy Steering Committee by December 31<sup>st</sup>, 2012</li> </ul>	5,000
	<ul style="list-style-type: none"> <li>e. Review existing tools HRM currently uses to both evaluate investment in grants, contributions and events, provide recommendations for enhancement. Work with HRM to increase their understanding of assessing the economic impact and value of various requests. Deliver workshop(s) to HRM staff that will:</li> </ul>	<ul style="list-style-type: none"> <li>- Review completed by December 31, 2012</li> <li>- Workshops complete by March 31, 2013</li> </ul>	20,000

**Proposed 2012/13 SLA Deliverables**

**Schedule A**

	<ul style="list-style-type: none"><li>- Provide an overview of input/output models in economic impact analysis</li><li>- Review existing scoring sheets within HRM and provide recommendations for improvement</li><li>- Develop a decision matrix to weigh the various social, economic and environmental impacts as consistent with HRM's current policies.</li></ul>		
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3. 2011 – 2016 ECONOMIC STRATEGY IMPLEMENTATION - The Partnership will lead the implementation of year two deliverables of the 2011-16 Economic Strategy (ES) with key partners.			
	Key Deliverables in the Service Agreement :	Measures:	Anticipated Cost: allocation of \$1.4M contribution – excludes other partner leverage of \$2.3M
3.1 Administration of the Strategy	a. Serve as overall lead in supporting the Economic Strategy Implementation Steering Committee Action Teams and Sub-Committees. Track, monitor and report on progress toward achieving the Strategy's goals & objectives, as required	<ul style="list-style-type: none"> <li>- 4 meetings/yr of ES Implementation Steering Committee</li> <li>- 5 meetings of ES Action Teams</li> <li>- 10 meetings/yr of sub-committees</li> <li>- Progress Reports (4)</li> <li>- Year-end report to Council (1)</li> <li>- Standing Committee (4)</li> <li>- CAO (4)</li> <li>- Maintain and update Economic Strategy Web Portal (&gt;20 updates)</li> </ul>	60,000
3.2 Develop Halifax Index & Annual State of the Economy Event	a. Develop the second annual Halifax Index and program for the Annual State of the Economy Event (May 2013) in collaboration with various external partners to track progress on economic, environmental and social objectives and recommend areas for improvement – including Quality of Place measurements	<ul style="list-style-type: none"> <li>- 2012-13 Halifax Index content produced to be presented at Annual State of the Economy Event in Spring 2013</li> <li>- 2011-12 1<sup>st</sup> Annual Halifax Index presented at the State of the Economy Event in May 2012 created</li> </ul>	60,000
3.3 Reduce Regulatory, Tax & Policy Issues That Can Inhibit Development & Investment	a. Support the goal to increase the attractiveness of HRM's business climate, by: <ol style="list-style-type: none"> <li>Phase 1: Writing a discussion paper on municipal commercial taxation in HRM which considers: business input (ie. BRE data); HRM's actual commercial assessment data from recent years; how HRM compares to other Canadian cities with respect to municipal commercial taxation (Colliers research). Develop educational/communications to create a broader understanding of commercial taxation in HRM</li> <li>Prepare the work plan for Phase II: Using the discussion paper, determine future goals to address the gaps in the area of general tax competitiveness</li> </ol>	<ul style="list-style-type: none"> <li>- Phase 1 of project, completed by May 2012, includes:</li> <li>- Monthly meetings with project teams (includes HRM staff)</li> <li>- Completion of a discussion paper</li> <li>- Completion of an educational/communications components</li> <li>- Phase II work plan and timeline developed by December 31st</li> </ul>	30,000
3.4 Halifax is Recognized Worldwide as an Exciting Place to Live & Do Business	a. Lead the Economic Strategy Branding Plan in cooperation with HRM Corporate Communications Division, highlighting Halifax as a world class destination with unique natural assets, by: <ol style="list-style-type: none"> <li>Supporting the Brand Action Team to complete the Brand baseline research and analysis</li> <li>Developing and presenting a brand strategy and implementation plan</li> </ol>	<ul style="list-style-type: none"> <li>- Baseline research &amp; analysis complete</li> <li>- Scope of work defined. Strategy and implementation plan endorsed by HRM</li> <li>- Increased confidence in HRM as an international city</li> <li>- Business confidence brand recognition &amp; adoption</li> </ul>	30,000
	b. Adopt a transparent one-stop-shop approach to the provision of services to business -- work with the Municipality to develop a point of access and ensure cooperation between the HRM and GHP when working with potential major investors	By October 31 <sup>st</sup> , identify: <ul style="list-style-type: none"> <li>- Point of access into HRM</li> <li>- Barriers to success</li> <li>- A plan is developed to address barriers</li> </ul>	30,000

3. 2011 – 2016 ECONOMIC STRATEGY IMPLEMENTATION - The Partnership will lead the implementation of year two deliverables of the 2011-16 Economic Strategy (ES) with key partners.			
	Key Deliverables in the Service Agreement :	Measures:	Anticipated Cost: <i>allocation of \$1.4M contribution – excludes other partner leverage of \$2.3M</i>
	<ul style="list-style-type: none"> <li>i. Include how HRM &amp; GHP will engage and intersect to ensure success</li> <li>ii. Articulate and act upon any barriers to success that are identified</li> <li>iii. Review to include a benchmarking of municipal best practices in approaches to managing new business development</li> </ul>	By December 31 <sup>st</sup> , complete: <ul style="list-style-type: none"> <li>- Benchmark for municipal best practices in approaches</li> </ul>	
	c. Provide clarity as to how HRM can eliminate any unnecessary steps required to open a new business in the municipality by reviewing the top three issues as identified via BRE and undertaking the following (in collaboration with PNS): <ul style="list-style-type: none"> <li>i. Benchmarking what other municipalities have done</li> <li>ii. Mapping the existing process to determine necessary steps, gaps, overlap, duplication, etc.</li> <li>iii. Describe what activities would need to be undertaken to remove any steps deemed unnecessary (legislation etc.) and outline the next steps to implement the removal</li> </ul>	By March 31 <sup>st</sup> , complete: <ul style="list-style-type: none"> <li>- Review and benchmarking</li> <li>- Mapping of processes</li> <li>- Identification of unnecessary steps</li> <li>- recommendations for removal</li> </ul>	10,000
	d. Lead an internal HRM task force to discuss and provide advice to the Municipality on aligning infrastructure investment to support growth of key sectors.	<ul style="list-style-type: none"> <li>- Bi-monthly meetings of the task force</li> <li>- Bi-monthly updates provided to CAO/DCAO</li> </ul>	5,000
	e. Assist the Municipality in identifying incentives to encourage development of vacant and underutilized land by conducting best practice research & recommending incentives for consideration	By October 31 <sup>st</sup> : <ul style="list-style-type: none"> <li>- Report complete &amp; recommendations made</li> </ul>	10,000
	a. Align and collaborate with provincial and federal partners to position the Halifax business case to attract high-value, high potential business investments	<ul style="list-style-type: none"> <li>- Alignment is achieved</li> <li>- &gt;5 of business cases jointly presented</li> </ul>	10,000
3.5 Halifax Stakeholders are Innovative and Work Together to Advance Economic Growth	b. Leverage and maximize growth opportunities within the Halifax Gateway through the day to day management (management services agreement) and the implementation of the Year Three Plan for their five-year strategy. Activities include marketing and awareness, identification of business development opportunities impacting air, port and logistics, including the Halifax Logistics Park (Burnside).	<ul style="list-style-type: none"> <li>- &gt;10 Collaborative Projects that create better awareness of the business and value proposition of Halifax Gateway for moving people and cargo for example:</li> <li>- Awareness Event with Supply Chain Canada (May 2012)</li> <li>- Air Route Development Proposal</li> <li>- European Air Route Development</li> <li>- Cruise Turnaround Events and Marketing Initiatives</li> <li>- Halifax Port Days</li> <li>- In-Market and Outreach Business Development opportunities</li> </ul>	60,000

3. 2011 – 2016 ECONOMIC STRATEGY IMPLEMENTATION - The Partnership will lead the implementation of year two deliverables of the 2011-16 Economic Strategy (ES) with key partners.			
	Key Deliverables in the Service Agreement :	Measures:	Anticipated Cost: <i>allocation of \$1.4M contribution – excludes other partner leverage of \$2.3M</i>
		<ul style="list-style-type: none"> <li>- Halifax Logistics Park value proposition, business case and awareness strategy</li> <li>- Centrla Winnipeg Business Matching Event</li> </ul>	
	c. <i>Develop and implement a strategy aimed at increasing the level of engagement and investment in economic growth by the private sector</i>	<ul style="list-style-type: none"> <li>- Strategy developed</li> <li>- Key deliverables identified and reported on</li> </ul>	5,000
	d. <i>Work with partners to capitalize on high value, high potential economic growth opportunities and respond to threats facing business</i>	<ul style="list-style-type: none"> <li>- High value, high potential economic growth opportunities identified</li> <li>- Threats identified</li> <li>- Strategy developed to minimize threats</li> <li>- Key deliverables &amp; outcomes reported on</li> </ul>	10,000
	e. <i>Ensure emerging needs of business are shared with economic development partners through regular meetings, electronic media or other means that can be reported.</i>	<ul style="list-style-type: none"> <li>- &gt; 10 meetings, types of tools used to share information</li> </ul>	5,000
3.6 Support the collaborative efforts of the SUP stakeholders to achieve revitalization of the urban core	a. <i>GHP will act as the legal entity through which the SUP is administered and will ensure resources are aligned to the values, principals, Regional Centre goals and objectives of the 2012-16 Economic Strategy</i>	<ul style="list-style-type: none"> <li>- GHP will provide administrative support and funding to the SUP in the amount of \$15,000</li> <li>- GHP and HRM will enter into a Memorandum of Agreement on the terms and conditions of HRM's investment in the Strategic Urban Partnership</li> <li>- Deliverables defined</li> <li>- MOU endorsed</li> </ul>	15,000
Total:	Allocation of \$1.4m contribution – excludes other partner leverage of \$2.3m		\$1,400,000

**Strategic Urban Partnership (SUP) Administration** – In an effort to champion the collaborative efforts of Halifax's Regional Centre's diverse public and private stakeholders to achieve revitalization of the urban core, the Partnership shall act as the entity through which the Strategic Urban Partnership will be administered:

	Key Deliverables in the Service Agreement:	Measures:	Anticipated Cost:
<b>Act as Project Management Office &amp; Provide Staff Oversight</b>	a. <i>Act as the legal entity through with the SUP is administered</i>	- 12 month administration of the SUP is achieved - Outcomes are achieved	\$55,000
	b. <i>Ensure the work of the SUP is aligned with SUP's constitution</i>	- Alignment is achieved	
	c. <i>Ensure systems, structures and resources are aligned to the values, principals, goals and objectives of the 2012-16 Economic Strategy</i>	- Alignment is achieved - Projects outlined in the Strategy assigned to SUP as lead, progress	
	d. <i>Advertise for, hire, train and mentor a Manager, Community &amp; Stakeholder Engagement for a one year term to advance SUP's initiatives</i>	- Staff person is hired, trained, mentored - SUP's outcomes are achieved	
	e. <i>Provide necessary tools and resources to Manager, Community &amp; Stakeholder Engagement in order to conduct their work</i>	- All tools and resources are provided	
	f. <i>Develop measures, track and report on overall progress to keep SUP partner organizations apprised of SUP initiatives and activities</i>	- Quarterly reports to SUP - Reports every six months to HRM CAO and Council - Progress toward completion of projects - Level of external cost sharing and funding	
	g. <i>Administer of the budget</i>	- Budget is developed and administered according to acceptable accounting principles	