


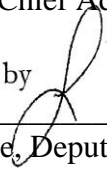
Item No. 11.1.5
Halifax Regional Council
June 12, 2012

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:

Original signed by 

Richard Butts, Chief Administrative Officer

Original Signed by 

Mike Labrecque, Deputy Chief Administrative Officer

DATE: June 5, 2012

SUBJECT: Oval Legacy Agreement

ORIGIN

Council motion of December 12, 2006 to approve the 2011 Canada Winter Games budget as indicated in Attachment A of the staff report dated December 8, 2006, and, to authorize staff to submit the bid for the Canada Winter Games.

Council motion of March 29, 2011 that Halifax Regional Council make the Canada Games Oval permanent on the Halifax North Common.

Mr. Jean-Paul Deveau, Chair, Board of Directors, presented the final corporate report to Council on July 5, 2011.

RECOMMENDATION

It is recommended that Halifax Regional Council authorize the Mayor to sign the attached Memorandum of Agreement between the Halifax Regional Municipality, the Halifax 2011 Canada Games Host Society and Sport Nova Scotia.

BACKGROUND

The Halifax 2011 Canada Games Host Society (the Host Society) organized, managed, promoted and conducted the 2011 Canada Winter Games (the Games). The Host Society contracted Sport Nova Scotia to manage the legacy program of the Games.

The Host Society approved a set of *Venue Legacy Principles* as a starting point for all venue legacy discussions with venue operators. Principles included: access, promotion/recognition of the Games, training and competition opportunities, and cultural enhancements.

The Long Track Speed Skating Oval was an official venue for the Games.

This proposed Memorandum of Agreement (MOA) covers commitments regarding the Long Track Speed Skating Oval through to March 31, 2016. Under the MOA,

- the Host Society transfers ownership of three 120 tonne chillers and any other interests it may have in the facility to HRM;
- HRM agrees to construct a competitive 400 meter long track speed skating oval built to Speed Skating Canada technical requirements; and
- The Host Society will commission and pay up to \$100,000 for the creation and installation of a public piece of art to recognize the contributions of the volunteers and the community to the successful staging of the Games.

Rationale for HRM signing legacy agreement:

- All sport venues for the 2011 Games, where capital dollars were invested, have signed and agreed to legacy agreements. This was done to maximize the positive legacies from hosting the Canada Games, in addition to the capital investment made to upgrade facilities;
- In order to dispose of the chillers (assets), an agreement has to be signed and the asset transferred to a new owner; and
- In order for the Host Society to wind up the business, it must dispose of all assets. The chillers are the last remaining assets and thus must be transferred to an organization as a legacy or sold. HRM wishes to do this as quickly as possible in order to wind up and dissolve the organization.

DISCUSSION

HRM and the Host Society want to finalize the MOA in order to transfer the chillers. The MOA now meets the needs of both the Host Society and HRM.

This MOA complements the agreement between HRM and Emera about naming rights for the Oval.

Signing this MOA will complete the disposition of all the Games assets.

BUDGET IMPLICATIONS

There is \$2.0 million available in Project Account CBX01344 to transform the Oval into a permanent venue. \$244,000 is budgeted in Community Recreation Services cost centre C471 to operate the Oval, and an additional \$138,000 has been budgeted in several cost centres in Facilities Management for maintenance and utilities. The budget availability has been confirmed by Finance.

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 have been extensive discussions between HRM and the Society.

ENVIRONMENTAL IMPLICATIONS

There are no new environmental implications in the handover of the chillers or the agreement to create and install the public art.

ALTERNATIVES

Having committed to making the Oval permanent and agreeing to give naming rights to Emera, there are no viable alternatives to signing the agreement.

ATTACHMENTS

Memorandum of Agreement between HRM, the Halifax 2011 Canada Games Host Society and Sport Nova Scotia.

Report Prepared by: Chris Bryant, Acting Managing Director, Government Relations & External Affairs, 490-3677

Report Approved by: Chris Bryant, Acting Managing Director, Government Relations & External Affairs, 490-3677

Financial Approval by: Greg Keefe, A/Director of Finance & Information Technology/CFO, 490-6308

Legal Approval by: Marian Tyson, A/Director, Legal Services, 490-4219



MEMORANDUM OF AGREEMENT BETWEEN

HALIFAX REGIONAL MUNICIPALITY

(“HRM”)

– AND –

THE HALIFAX 2011 CANADA GAMES HOST SOCIETY, a society duly constituted under the laws of the Province of Nova Scotia

(“Host Society”)

– AND –

SPORT NOVA SCOTIA, a society incorporated pursuant to the *Societies Act*

(“Sport Nova Scotia”)

(Collectively the “Parties”)

– DATED –

April 30, 2012

WHEREAS the Society organized, managed, promoted and conducted the 2011 Canada Winter Games, held February 11 to February 27, 2011 in and around the Halifax Regional Municipality, Nova Scotia (the “Games”);

AND WHEREAS the Long Track Speed Skating Oval (the “Facility”) was associated with and was an official venue of the 2011 Canada Winter Games;

AND WHEREAS Sport Nova Scotia has been appointed by the Society as the Legacy Manager;

AND WHEREAS capital upgrades and enhancements have been made to the Facility paid for by the Host Society and to benefit pre-Games, Games time, and post-Games users;

AND WHEREAS the legacy committee of the Host Society at their May 6, 2009, meeting approved the following *Venue Legacy Principles* that act as a starting point for all venue legacy discussions with venue operators:

- **Access** – Dedicated multi-use time for high performance athletes and coaches that can be used for training, competition, storage, meetings and club activities on a long-term, sustainable basis
- **Promotion/recognition of the Canada Games** –Activities taking place at Games venues after the Games will, to the extent reasonable, include promotion and recognition initiatives in order to raise awareness and the profile of the Games
- **Training and competition opportunities** – Opportunities to achieve excellence in sport are available at all Canada Games venues after the Games. Training and competition equipment is maintained at competitive standards
- **Cultural enhancements** – Canada Games venues feature an active and diverse range of arts and cultural activities that contribute to the venues’ vitality and atmosphere both during and after the Games.

NOW THEREFORE in consideration of the undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- **THE PARTIES HEREBY** covenant and agree as follows:

1. **DEFINITIONS**

“Provincial Sport Organization” means an organization registered and active under the Societies Act of Nova Scotia, and an active member of Sport Nova Scotia

“Legacy Manager” means Sport Nova Scotia, the organization contracted by the Host Society to manage the legacy program of the 2011 Canada Games.

2. FACILITY

The premises which are the subject matter of this contract are as follows:

Municipal address: HALIFAX REGIONAL MUNICIPALITY
 Halifax, Nova Scotia

Site description: Long Track Speed Skating Oval

3. USE

- The Facility was used to host the Long Track Speed Skating events for the Halifax 2011 Canada Winter Games in February 2011.

- **4. TERM OF THE AGREEMENT**

- This agreement expires March 31, 2016.

- **5. TERMINATION**

- In the event that Halifax Regional Municipality is in substantial material breach of the obligations outlined in this agreement, the Legacy Manager shall be entitled to up until the expiration of this agreement, remove any equipment, modifications or improvements that resulted from the Games. Upon the expiration of this agreement, HRM shall have no further obligation to the Host Society or the Legacy Manager with respect to this agreement.

- **6. GENERAL REQUIREMENTS**

- By execution of this agreement, The Host Society transfers the ownership of three 120 tonne chillers and any other interest it may have in the Facility to HRM.

- **Site Construction**

- HRM agrees that the skating oval will be constructed to the Speed Skating Canada technical requirements for a competitive 400 meter long track speed skating oval.

- **Permanent Recognition of the Halifax 2011 Canada Games**

- The Parties agree that the Host Society will commission and pay up to \$100,000 for the creation and installation of a public piece of art that will recognize the contributions of the thousands of volunteers and the community at large for the successful staging and hosting of the 2011 Canada Winter Games. The Host Society will gift this piece of public art to HRM that will be installed at an agreed upon and high profile location during Phase 2 of the Oval construction.

- HRM and the Host Society will agree upon the final design and concept of the piece of public Art, in addition to mutual agreement on the permanent location on the Oval grounds.
- **Access**
- The Parties agree to discuss, on an ongoing basis, the development and encouragement of Long Track Speed Skating at the Facility.
- **Promotion/recognition of the Canada Games**
- HRM agrees, subject to available funding, to host annual Canada Games day that promotes sport participation and arts and cultural opportunities through free access to specific programs and/or sport and recreation facilities. The events are to be organized by the venue owner/operator through consultation with the Legacy Manager and promoted as a legacy of the Games.
- HRM agrees to display a commemorative legacy plaque, provided by the Host Society, to be featured prominently at the venue.
- **Training and competition opportunities**
- Subject to available funding, there will be the option to schedule training for junior programs each morning five days per week to the extent reasonable. Dates and times to be negotiated with the provincial sport organization and HRM.
- There will be the option to host a provincial championship each year. Event details are to be negotiated with the provincial sport organization and HRM.
- There will be the option to host one national championship once every 3-4 years. Bids must be approved by HRM and provincial sport organization in advance.

Funding

- Funding may come from HRM budgets, other levels of government, private sponsors, individuals or organizations or a combination of two or more sources.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed the days and years noted by their duly authorized representatives.

Halifax Regional Municipality

Per: Peter Kelly, Mayor

Witness Per: Cathy Mellett, Municipal Clerk

THE HALIFAX 2011 CANADA GAMES HOST SOCIETY

Per Jean-Paul Deveau, Chair

Witness Per: Chris Morrissey, CEO

SPORT NOVA SCOTIA

Witness Per: