


**Item No. 11.4.1**  
**Halifax Regional Council**  
**June 25, 2013**

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

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

**DATE:** June 14, 2013

**SUBJECT:** Renewal of the Greater Halifax Partnership Service Level Agreement

**ORIGIN**

Staff report dated June 3, 2013 (attached) to the Community Planning and Economic Development Standing (CP&ED) Committee.

Motion by CP&ED at its June 13, 2013 meeting.

**LEGISLATIVE AUTHORITY**

CP&ED's Terms of Reference, Sec. 3.4.2 "Recommend to Regional Council HRM's appointments and vet service agreements of the agencies, boards and commissions under the mandate of the Standing Committee."

**RECOMMENDATION**

The Community Planning and Economic Development Standing Committee recommends Halifax Regional Council approve the Service Level Agreement with the Greater Halifax Partnership for a term of five years, with the ability for HRM to terminate the agreement with six months' written notice, and forward to Regional Council for approval.

**BACKGROUND/DISCUSSION**

A staff report on this matter was submitted to the June 13, 2013 meeting of the Community Planning and Economic Development Standing Committee. The Committee endorsed the Service Level Agreement with the Greater Halifax Partnership as outlined in the staff report and passed a motion recommending that Regional Council approve the proposed Agreement.

**FINANCIAL IMPLICATIONS**

The attached staff report dated June 3, 2013 addresses any financial implications.

**COMMUNITY ENGAGEMENT**

Community Planning and Economic Development Standing Committee is a Standing Committee of Regional Council, comprised of six Councillors. The Committee's meetings are open to the public.

**ENVIRONMENTAL IMPLICATIONS**

None.

**ALTERNATIVES**

The Committee did not provide alternatives.

**ATTACHMENTS**

Attachment 'A': Staff report dated June 3, 2013.

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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

ATTACHMENT 'A'

**Community Planning and Economic Development  
June 13, 2013**

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

Original signed by

**SUBMITTED BY:** \_\_\_\_\_  
Jennifer Church, Managing Director Gov. Relations & External Affairs

**DATE:** June 3, 2013

**SUBJECT:** Renewal of the Greater Halifax Partnership Service Level Agreement

**ORIGIN**

June 28, 2011 – MOVED by Councillor Nicoll, seconded by Councillor Karsten that Halifax Regional Council approve the Service Level Agreement with the Greater Halifax Partnership (as approved by Legal and circulated in Council June 28, 2011) for the 2011-2012 fiscal year.

July 14, 2011 – Mayor and Municipal Clerk executed the Service Level Agreement with the Greater Halifax Partnership.

May 29 2012 – MOVED by Councillor Nicoll, seconded by Councillor Wile that Halifax Regional Council endorse the Collateral Agreement; attached to the April 12, 2012 staff report, to the 2011-12 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 Municipal Clerk to execute the Collateral Agreement.

**LEGISLATIVE AUTHORITY**

The Halifax Regional Municipality Charter 2008, c. 39, s. 1. (the Charter) confers legislative authority to enter into a contractual relationship with the Greater Halifax Partnership for the purposes of delivering services as specified in Schedule A to the agreement.

**RECOMMENDATION**

It is recommended that Community Planning and Economic Development endorse the Service Level Agreement with the Greater Halifax Partnership for a term of 5 years, with the ability for HRM to terminate the agreement with six months' written notice, and forward to Regional Council for approval.

## **BACKGROUND**

### **Economic Development in the Halifax Regional Municipality**

The Greater Halifax Partnership (the Partnership) is the economic development organization for the Halifax Regional Municipality (HRM). The Partnership is a private-public, economic growth organization funded by HRM, approximately 130 private sector investors and others levels of government. Federal and Provincial core funding has typically been provided to the Partnership's Regional Development Agency (RDA). This funding has not been renewed due to a change in the Federal and Provincial approach to regional economic development.

The level and nature of provincial funding to the Partnership will depend on how the province implements the recommendations of a panel reviewing the RDA model. Funding from business investors is in the form of cash and in kind services which include 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 nongovernment sources. The Municipality is the largest single funding partner, contributing \$1.4 million in 2012-2013; approximately half of the Partnership's core operational funding. In the last fiscal, HRM's funding enabled the Partnership to leverage almost \$1.1 million in private sector commitments, \$330,000 in provincial and federal core funding, \$500,000 in project revenue, and a high level of volunteer commitment to HRM's economic growth efforts.

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.

The Municipality contracts the Partnership to provide the following services:

- Delivery of a specialized service that, particularly due to leveraging of private sector contributions and contributions from other levels of government, would otherwise be provided in-house likely at higher cost;
- Leveraging municipal funding to attract investment from various private and public sources;
- Providing a sustained focus on local economic development;
- Providing a business perspective on various aspects of strategic policy development and implementation;
- Extending the Municipality's reach into the business community and into business-facing programs and services offered by other orders of government; and
- Serving 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 a service agreement; which has evolved over the years, enabling the Municipality to articulate clear expectations, deliverables and measures, in order to ensure that municipal taxpayers receive value for investment.

The service agreement is tied closely to supporting implementation of the 2011-2016 Economic Strategy and the municipality's corporate direction with respect to economic development. Highlights of the Partnership's activities in 2012-13 are included as attachment C.

### **The Auditor General Report on Economic Development**

The Auditor General's report, "Economic Development through Partnerships – A Performance Evaluation", was released in February 2013. Although the report made general, rather than specific recommendations regarding governance, there were some recommendations which could potentially create efficiencies and improve accountability. Staff are now in the process of analyzing the recommendations in that report and developing a plan to address those which have not already been achieved by way of ongoing business improvements. A detailed report on this matter was discussed at the May 13 CPED meeting.

### **DISCUSSION**

In the broadest terms economic development is successful when Halifax sees population growth, employment and income growth, and growth in the business tax base. More specifically, HRM's economic development direction is set out in the Council endorsed strategy AGREATER Halifax; the 2011-2016 Economic Strategy for Halifax as well as through HRM's business planning process.

The Partnership has been providing economic development services throughout the region on behalf of the Municipality since 1995. The deliverables in the agreement support the above noted objectives of population growth, employment and income growth, and growth in the business tax base and speak to the Municipality's expectations and the Partnership's deliverables in the following areas.

They are:

#### **Implementation of the 2011-2016 Economic Strategy:**

Administration of the Strategy

Implementation of various actions under the Economic Strategy, as described in Schedule A to the Service Agreement

#### **Program Delivery:**

Business Retention and Expansion & Community Economic Development

Business Investment Attraction

Labour Market Development

Marketing and Promotions

#### **Strategic Advice, Professional Expertise and Research:**

Professional Economic Analysis, Advisory Services & Project Leadership

Research and data

#### **General Services:**

Budget and business planning;

Board oversight  
Reports and briefing notes

Until 2010, past service agreements were typically approved for five year terms. In 2010, the Auditor General embarked on a report to provide a value for money audit on HRM's economic development agencies and in part to provide an understanding of the role HRM plays in the economic development of the region. As a result of that review, HRM entered into one year contracts in 2010, 2011 and 2012 in anticipation of the Auditor General's final report and in an effort to accommodate any recommendations stemming from that process in a timely fashion.

A governance review was also being conducted by staff; as requested by council in 2010, which set out to determine the optimal structure for agencies within HRM performing an economic development function and to identify the organizational and governance model best suited to the implementation of the Economic Strategy. It too was put on hold until the Auditor General released his report in an effort to incorporate recommendations into the review. That review is now on course to be completed in 2013.

While changes to the economic development governance model may arise in the course of the response to the AG's report; where the Partnership delivers a number of on-going programs and administration of the economic strategy, continuation of the current delivery model and services agreement structure is required while the response to the AG's report is being considered.

#### **Oversight and Management of the Service Level Agreement**

From an oversight and management perspective, HRM has a number of accountability measures already in place with GHP. For example, over the past two years, the service agreement:

- Articulated clearly defined outcomes and measures
- Required the preparation and presentation to Regional Council an annual business plan and budget to ensure alignment between the service agreement and HRM corporate outcomes;
- Quarterly reports to the Community Planning and Economic Development Committee of Council on general economic development services as well as implementation of the Economic Strategy;
- An annual report on activities and outcomes of the service agreement and the Economic Strategy key performance indicators;
- Monthly reports with the CAO to track progress on the service agreement and Economic Strategy deliverables
- Implementation of the 2011 to 2016 Economic Strategy

Aside from the accountabilities that are part of the service agreement requirements, in June 2011, the International Economic Development Council announced the Greater Halifax Partnership was the first economic development organization in Canada to be certified as an Accredited Economic Development Organization (AEDO). The Partnership is only the second economic development organization to be accredited outside of the United States and joins 28 other organizations that have received the AEDO certification. The AEDO program is a

comprehensive peer review process that measures economic development organizations against commonly held standards in the profession. The program consists of two phases: documentation review and an onsite visit. Each phase is designed to evaluate information about the structure, organization, funding, programs, and staff of the candidate economic development organization.

### **Proposed changes to the 2013/14 Service Level Agreement**

The proposed service agreement is for a term of 5 years with a proposed increase in the operating grant of 2% per year in order that HRM and Partnership may focus on the delivery of economic development services rather than service agreement negotiation. Should significant changes be required as a result of the response to the Auditor General's recommendations, HRM may, at its sole discretion, terminate the agreement with six months' written notice to the Partnership.

With respect to funding, the Partnership has been receiving funding from HRM in the amount of \$1.4 million since 2007/08 when they began to receive Provincial core funding for the Partnership's Regional Development Agency. The Partnership has faced a number of fiscal pressures over the past eight years and staff recommended an increase of \$170,000.00, bringing the total contribution to \$1.57 million. This increase is in response to the Federal and Provincial governments' withdrawal of core funding to the Partnership, the organization's increased emphasis on HRM's business attraction efforts, the implementation demands of the economic strategy and general cost of living increases. This increase was approved in the 2013/2014 budget approval process.

### **FINANCIAL IMPLICATIONS**

The HRM budget for the Partnership is \$1,570,000 from the Government Relations and External Affairs budget cost centre E121 plus HST.

### **COMMUNITY ENGAGEMENT**

No community engagement was required for this report.

### **ENVIRONMENTAL IMPLICATIONS**

There are no environmental implications from this report.

### **ALTERNATIVES**

1. CPED can choose not to approve the attached Service Level Agreement. If CPED chooses not to approve the attached Service Level Agreement, it is recommended that CPED recommend that Council authorize disbursement of a portion of the funds approved in the budget for the Greater Halifax Partnership in order that they might continue to provide the on-going programs and services while a Service Level Agreement is being finalized.
2. CPED can choose to approve the Service Level Agreement with amendments. If CPED chooses to approve the attached Service Level Agreement with amendments, it is recommended that CPED recommend that Council authorize disbursement of a portion of the funds approved in the budget for the Greater Halifax Partnership in order that they

might continue to provide the on-going programs and services while a Service Level Agreement is being finalized.

**ATTACHMENTS**

Attachment A: 2013/14 Service Level Agreement between HRM and GHP

Attachment B: Detailed SLA Deliverables

Attachment C: Highlights of the Partnership's 2012-2013 Activities

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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  
Maggie MacDonald, Government Relations & External Affairs 490-1742  
Chris Bryant, Government Relations & External Affairs 490-3729

Original Signed

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Report Approved by: Jennifer Church, Managing Director Government Relations & External Affairs, 490-3677

Original Signed

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

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# **Services Agreement**

**Between:**

**Halifax Regional Municipality**

**And**

**Halifax Regional Business and Community Economic Development  
Association, doing business as "Greater Halifax Partnership"**

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This **Services Agreement** made this **[Day #]** day of **[Month]**, **[Year]**.

BETWEEN:

**HALIFAX REGIONAL MUNICIPALITY**, a body corporate,  
(hereinafter called the "Municipality")

OF THE FIRST PART

- and -

**HALIFAX REGIONAL BUSINESS AND COMMUNITY ECONOMIC DEVELOPMENT ASSOCIATION** doing business as "**Greater Halifax Partnership**", a body corporate,  
(hereinafter called the "Partnership")

OF THE SECOND PART

**WHEREAS** Halifax Regional Council has endorsed collaboration and alignment of key stakeholders around a common vision to grow the economy;

**AND WHEREAS** the 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;

**AND WHEREAS** the Partnership and the Municipality have historically enjoyed a productive working relationship;

**AND WHEREAS** the Municipality seeks to support implementation of its Economic Strategy and realize the economic growth objectives of population growth, employment and income level growth and growth in the business tax base;

**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 Economic Development interests;

**AND WHEREAS** the Municipality requires other services and professional expertise pertaining to the Economic Development of the Municipality;

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto promise and agree as follows:

## **SECTION ONE DEFINITIONS**

### **Section 1.01            Definitions**

- a) "Chief Administrative Officer" means the Chief Administrative Officer of the Municipality or a designate;
- b) "Chief Executive Officer" means the President and Chief Executive Officer of the Partnership;
- c) "Council" means the Halifax Regional Council;
- d) "Economic Development" means the development and implementation of strategies that support an environment for business 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;
- e) "Economic Strategy" means the strategy for economic development endorsed by Council on March 22, 2011 including any amendments made subsequent to Council's endorsement and any subsequent economic strategy endorsed by Council;
- f) "Employee" includes agents, officers, servants, assigns and heirs;
- 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 Partnership;
- h) "Mayor" means the Mayor of the Municipality, or a designate;
- i) "Municipality" means Halifax Regional Municipality;
- j) "Operating Grant" means an amount intended to support the Partnership's operations, as set by Council pursuant to sections 4.02 and 4.03 of this agreement;
- k) "Partners" means the Province of Nova Scotia, the Federal Government of Canada, the Municipality, and the Partnership's private sector investors;
- l) "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";
- m) "Services" means services provided by the Partnership to the Municipality as stipulated in Section 3;
- n) "Standing Committee" means the Community Planning and Economic Development Standing Committee of the Municipality.

**SECTION TWO  
APPOINTMENT OF GREATER HALIFAX PARTNERSHIP**

**Section 2.01**

**Appointment of Greater Halifax 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 3, 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 Economic Development 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 and the Municipality's economic development interests.
- c) The Parties acknowledge that the Municipality seeks to utilize an alternative means of delivering economic development programming to further its economic interests and to carry out 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 with the Municipality's mandate.
- e) The Partnership acknowledges that its mandate, pursuant to this agreement, extends to the entirety of the Municipality, including urban, rural and suburban areas.
- f) The Partnership acknowledges that the Municipality's Operating Grant is conditional upon the Partnership demonstrating, through regular reporting activities, that its operations achieve the level of service specified in this agreement and that its efforts lead to measureable outcomes, as set out in Schedule A of this agreement.
- g) The Parties acknowledge that key deliverables, as particularly described in Schedule A of this agreement may, by mutual consent, be amended, from time to time, to reflect changing strategic priorities and the value of the Operating Grant authorized by Council.
- h) The Partnership acknowledges that failure to achieve agreed upon outcomes may result in the reduction or elimination of future funding by the Municipality.

**SECTION THREE  
DUTIES AND RESPONSIBILITIES OF  
GREATER HALIFAX PARTNERSHIP**

**Section 3.01                    Indemnification by Greater Halifax Partnership**

The Partnership agrees to indemnify and hold harmless the Municipality, its Mayor, Council, and Employees from and against all loss, claims, actions, damages, costs, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from this agreement ("Losses"), howsoever caused, by the Partnership, its directors, or Employees, or by anyone permitted by the Partnership to be on premises owned or occupied by the Partnership, except for any Losses caused solely by the negligence or willful misconduct of the Municipality or any Employee of the Municipality. Such indemnity will survive the expiration of this Agreement. Should the Municipality be made a party to any litigation commenced against the Partnership, then the Partnership agrees to pay all expenses including legal fees incurred or paid by the Municipality in connection with such litigation.

**Section 3.02                    Economic Strategy**

The Partnership shall provide, undertake or maintain the following strategic advice and information services:

- (a) In conjunction with Partners, develop, and periodically update the Economic Strategy, subject to the endorsement of the Municipality;
- (b) In conjunction with Partners, develop, and periodically update outcome measures to gauge effective implementation of the Economic Strategy;
- (c) Through experienced staff, and upon request, advise the Municipality on the implementation of the Economic Strategy;
- (d) Through experienced staff, and upon request, advise the Municipality on Economic Development issues;
- (e) Track, monitor and report on progress toward achieving implementation of the Economic Strategy for the Municipality.

**Section 3.03                    Program Delivery**

The Partnership shall provide, undertake or maintain programs to help attract and retain businesses and to promote business expansion, to brand and market the Municipality, and to promote labour market development and community Economic Development, including the following:

- (a) Assistance for businesses and community-based business organizations in the Municipality to generate community economic benefits, promote business growth and foster local entrepreneurship;

- (b) Assistance for business associations and business improvement associations to develop strategies to promote the value of local businesses to Economic Development, and community development and to assist them to attract and retain businesses;
- (c) Maintain a business retention and expansion program to identify and help resolve business issues and challenges, including a feedback mechanism to provide the Municipality with recommendations for continuous improvement.

**Section 3.04 Strategic Advice, Professional Expertise and Research**

The Partnership shall provide, undertake or maintain the following general services:

- (a) In conjunction with Municipal staff, maintain a database of current economic information, prepare and present quarterly reports to senior management, Standing Committee and Council on the status of the Partnership's activities and initiatives;
- (b) On request, advise the Chief Administrative Officer and Council on economic aspects of projects and initiatives related to the Economic Strategy and the Municipality's Economic Development interests;
- (c) On request, provide written briefs and reports for consideration by the Chief Administrative Officer on matters of significance to the Municipality's economy;
- (d) On request, provide high level analysis of requests for the Municipality to support Economic Development projects;
- (e) In conjunction with Partners, develop, and periodically update outcome measures and economic indicators to gauge the effectiveness of Economic Development activity in the Municipality.

**Section 3.05 General**

The Partnership shall provide, undertake or maintain the following general services:

- (a) In conjunction with Municipal staff, prepare and present reports at least quarterly to senior management, Standing Committee and Council on the status of the Partnership's activities and initiatives;
- (b) In conjunction with Municipal staff produce an annual business plan and budget consistent with the terms of this Agreement;
- (c) Leverage the Municipality's investment in the Partnership by partnering with the private sector and other levels of government to fund the Partnership's activities.

**Section 3.06 Performance Measures**



The Partnership shall conduct its activities in a manner that will contribute in whole or in part to attaining key deliverables and performance measures as defined in this agreement. The key deliverables and performance measures detailed in Schedule A of this agreement will be used as a basis for the periodic review specified in Section 4.

Section 3.07

**Change in Scope of Services and Reasonable Accommodation**

The parties to this agreement acknowledge that, due to changes in economic conditions or the Municipality's corporate direction, the annual agreed scope of Economic Development services provided 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 FOUR  
DUTIES AND RESPONSIBILITIES OF  
THE MUNICIPALITY**

**Section 4.01 Purpose of Operating Grant**

In recognition of the Economic Development services provided by the Partnership further to Section 3 of this agreement, the Municipality shall provide the Partnership with an annual Operating Grant.

**Section 4.02 Value of Operating Grant**

Subject to the other terms of this agreement and subject to budget approval from Council, the Municipality agrees to grant to the Partnership annual funding to support the Partnership's operations in providing the services described in this agreement in the amount of \$1,570,000, before HST, during the term of this agreement with an increase of 2% each Fiscal Year starting in the 2014-2015 Fiscal Year.

**Section 4.03 HST**

The parties agree that where Services are subject to harmonized sales tax pursuant to the Excise Tax Act (Canada), the Municipality shall pay such tax to the Partnership in addition to the Operating Grant and the Partnership shall remit all such harmonized sales tax in accordance with the provisions of the Excise Tax Act.

**Section 4.04 Interim Financing**

On or before April 1<sup>st</sup> of each Fiscal Year, the Municipality shall deposit in the Partnership's operating account interim financing in an amount equivalent to ten (10) percent of the prior Fiscal Year's Operating Grant.

**Section 4.05 Second Installment**

- a) Each Fiscal Year the Municipality shall remit a second installment equal to twenty-five (25) percent of the value of the current Fiscal Year's Operating Grant, less the amount of the interim financing installment made pursuant to subsection 4.04.
- b) The second installment shall be payable within thirty (30) calendar days of Council approval of the Municipality's operating budget for the current Fiscal Year;
- c) Where the value of the interim financing payment exceeds twenty-five (25) percent of the value of the current Fiscal Year's Operating Grant, the difference shall be deducted from the second installment payable pursuant to section 4.05(a).

**Section 4.06 Quarterly Installments**

Subject to receipt of quarterly invoices from the Partnership, the Municipality shall deposit in the Partnership's operating account, the balance of the approved Operating Grant for the current Fiscal Year according to the following schedule:

- a) On or before July 1<sup>st</sup> of each Fiscal Year, twenty-five (25) percent of the Operating Grant for the current Fiscal Year;
- b) On or before October 1<sup>st</sup> of each Fiscal Year, twenty-five (25) percent of the Operating Grant for the current Fiscal Year; and
- c) On or before January 1<sup>st</sup> of each Fiscal Year, twenty-five (25) percent of the Operating Grant for the current Fiscal Year.

**Section 4.07**

**Review**

The Municipality may undertake periodic review 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.

**SECTION FIVE  
FINANCES, RECORDS AND INFORMATION SERVICES**

**Section 5.01           Registry of Joint Stocks**

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

**Section 5.02           Accounting Records**

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.

**Section 5.03           Municipal Audit**

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 5.04           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 by-laws.

**Section 5.05           Leveraging Private Sector and Other Funding Support**

The Partnership shall seek financial and in-kind support from the private sector, federal government and provincial government 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.

**Section 5.06           Other Reports**

The Partnership shall, when requested, prepare and furnish to the Municipality, such other reports, board minutes, by-laws or statements as the Municipality may reasonably require.

**SECTION SIX  
GREATER HALIFAX PARTNERSHIP MEMBERSHIP**

**Section 6.01**

**Board of Directors**

Throughout the term of this agreement, the Board of Directors of the Partnership shall be comprised of representatives as outlined in its bylaws, and shall include from the Municipality:

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

**SECTION SEVEN  
TERM/TERMINATION**

**Section 7.01**

**Commencement and Initial Term**

- (a) The initial term of this agreement shall commence on the date of execution of this Agreement by the Municipal Clerk or Mayor, and shall continue in force until March 31<sup>st</sup> of the year 2018, unless earlier terminated as set out herein.
- (b) This agreement shall be renewed for a period of thirty-six (36) months, commencing on April 1<sup>st</sup> of the calendar year in which the initial term expires, and shall continue to be renewed for further renewal periods of thirty-six (36) months.
- (c) The renewal periods will continue until either:
  - i) one party notifies the other party that it elects not to renew this Agreement and such notification shall be at least six (6) months prior to the end of the initial term or any renewal term; or
  - ii) this Agreement is otherwise terminated pursuant to any other section of this Agreement.

**Section 7.02**

**Termination without Notice**

Notwithstanding the initial term or any renewal term in section 7.01, this agreement may be terminated immediately and without notice if:

- (a) the enabling statutory authority or the required approvals under which the Municipality has entered into this agreement are repealed, rescinded, or amended by the Province of Nova Scotia;
- (b) 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 hereunder confer rights or assume obligations;
- (c) the Municipality and the Partnership agree in writing to terminate this Agreement; or
- (d) an event of default specified in subsection 7.04 occurs.

**Section 7.03**

**Termination with Notice**

Either party may terminate this agreement by providing six (6) months written notice to the other party.

## Section 7.04

### Events of Default

The following constitute events of default:

- 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, by the Board of the Partnership, 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 ninety (90) consecutive calendar days, as determined solely by the Municipality;
- d) The Partnership has knowingly submitted false or misleading information to the Municipality, which shall be determined solely by Municipality;
- 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, as determined solely by the Municipality, and
  - i) notice of default has been given to the Partnership; and
  - ii) the default is not remedied within fifteen (15) business days after receipt by the Partnership of notice of default, or
  - iii) a plan satisfactory to the Municipality to remedy such an event of default is not implemented within ninety (90) calendar days and fully and diligently carried out.

## Section 7.05

### Remedies on Default

If an event of default specified in subsection 7.04 occurs, the Municipality may, in addition to any other remedies otherwise available at law, exercise either or both of the following remedies:

- a) Terminate forthwith any obligation by the Municipality to disburse money pursuant to Section 4, including any unpaid installment outstanding prior to the date of such termination; and
- b) Require the Partnership to pay to the Municipality all or part of the Operating Grant disbursed, pro-rated to the date of termination.



## **SECTION EIGHT INSURANCE**

### **Section 8.01 Insurance**

The Partnership shall be responsible for obtaining and maintaining at its sole cost and expense:

- (a) insurance on all real property including, but not limited to, contents, buildings, leasehold improvements, fixtures and equipment, whether owned, leased or rented, or for which the Partnership may otherwise be responsible, in amounts, and against such risks, as the Partnership may deem advisable, but in any event, no less than in an amount equal to the full replacement value;
- (b) Commercial General Liability Insurance in a form at least as broad as the current Insurance Bureau of Canada Commercial General Liability insurance or its equivalent, with a company licensed to do business in Nova Scotia, including but not limited to legal liability, contractual obligations, bodily injury, death and property damage, and a cross liability clause with respect to operations and activities of the Partnership, in amounts, and against such risks, as the Partnership may deem advisable, but in any event, no less than \$2,000,000 (Two Million Dollars) in limits; Should the activities or operations of the Partnership extend to those events (whether public or private) which may include alcohol, then the required liability limits shall be no less than \$5,000,000 (Five Million Dollars) with alcohol not excluded; Halifax Regional Municipality shall be included as Additional Insured on this policy;
- (c) Directors and Officers Liability Insurance for Board and Directors of the Partnership in amounts, and against such risks, as the Partnership may deem advisable, but in any event, no less than \$2,000,000 (Two Million Dollars) in limits;
- (d) such other insurance coverage as the Partnership may deem prudent and advisable.

### **Section 8.02 Commercial General Liability Insurance**

Commercial General Liability Insurance obtained and maintained by the Partnership pursuant to section 8.01 shall:

- (a) name the Municipality as an Additional Named Insured;
- (b) contain a cross liability clause, with respect to operations and activities of the Partnership;
- (c) include legal liability, contractual obligations, bodily injury, death and property damage as insured perils; and
- (d) comply with insurance coverage standards as established from time to time by the Insurance Bureau of Canada.

Section 8.03

**Certificate of Insurance**

- (a) At time of signing of this Agreement, the Partnership shall provide the Municipality with a Certificate of Insurance evidencing coverage and liability limits as outlined in 8.01 with Halifax Regional Municipality named on the policy as Additional Insured.
- (b) It is the responsibility of the Partnership to provide the Municipality with updated Certificates of Insurance.

**Suits and Claims**

- a) The Partnership shall notify the Halifax Regional Municipality, Risk and Insurance Services Division, in writing, as soon as possible after such time the Partnership becomes aware of any claim or possible claim against the Municipality and/or the Partnership which involves the Partnership. Such notification can be made either by fax to 902-490-7413 or by email to [riskins@halifax.ca](mailto:riskins@halifax.ca). Notices of Intended Action or other legal documents should be couriered to Risk and Insurance Services c/o Legal, Risk and Insurance Services, 3<sup>rd</sup> floor Duke Tower, 5251 Duke Street, Halifax, NS, B3J 3A5.
- 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 premises owned or occupied by 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 premises owned or occupied by the Partnership. Incident and accident reports should be sent via the same channels as 8.04(a).
- 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, costs, demands or legal proceeding.
- d) The Partnership shall fully cooperate with the Municipality in the defence of any claim, investigation, demand, or legal proceeding.

**SECTION NINE  
EMPLOYEES**

Section 9.01

**Personnel**

All personnel involved in the management, administration and operations of the Partnership including, without limitation to the foregoing the Chief Executive Officer, will be Employees of the Partnership. The wages, salaries and benefits of such Employees shall be paid solely and 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.

**SECTION TEN  
GENERAL PROVISIONS**

**Section 10.01                    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:

**[INSERT ADDRESS  
OF GREATER HALIFAX PARTNERSHIP]**

- (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 registered 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 10.02                    Validity of Provisions**

In the event anyone 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 otherwise remain enforceable to the fullest extent permitted by law.

**Section 10.03                    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 10.04                      Successors**

The provisions of this Agreement shall, subject to the terms and conditions hereof, be binding upon and enure 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 10.05                      Remedies**

The Municipality 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 its rights hereunder.

**Section 10.06                      Headings**

The headings used 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 of this agreement.

**Section 10.07                      Interpretation**

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

**Section 10.08                      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 10.09                      Confidentiality**

It is agreed by the parties this agreement is a public document for the purposes of Part XX of the Municipal Government Act ("Freedom of Information and Protection of Privacy") and that any information, document, or record, in any form, provided to the Municipality by the Partnership is subject to FOIPOP.

**Section 10.10                      Governing Law**

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

**Section 10.11                      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:

**HALIFAX REGIONAL BUSINESS AND  
COMMUNITY ECONOMIC  
DEVELOPMENT ASSOCIATION doing  
business as "GREATER HALIFAX  
PARTNERSHIP"**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chair of the Board  
(I have authority to bind the Partnership)

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Date:

Schedule A  
Greater Halifax Partnership  
2013-14 Deliverables & Performance Indicators

	Deliverables	Aligns to Economic Strategy	Performance Indicators	Costing
<b>1.1 Business Retention and Expansion &amp; Community Economic Development</b>	<b>a. Connect local "existing" business to the resources and services (labour market info, business financing, etc.) they need to be more competitive at home, across the country and internationally.</b>	<b>Talent - Objective 1 Maximize Growth - Objectives 1 &amp; 2</b>	<b>&gt;100 Business Visitations</b> # of Retentions # of Expansions # of Referrals # of Jobs	\$362,000
	<b>b. Implement the Head and Regional Office (HRO) Program to attract and retain HROs to/in Halifax.</b>	<b>Maximize Growth - Objectives 1 &amp; 2</b>	Analysis and recommendations on attraction and retention of head & regional offices  New value proposition defined for head & regional offices  Potential head & regional offices identified for attraction	
	<b>c. Develop and implement a "Celebrate Business Program" for the Mayor and Halifax Regional Council to demonstrate HRM is open for business.</b>	<b>Business Climate - Objective 1</b>	Define and implement program elements including targets, tactics and timing	
	<b>d. 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.</b>	<b>Maximize Growth - Objectives 1 &amp; 2</b>	Support provided on attraction and retention strategies (i.e. Workshops and presentations on using GHP's GIS)	
	<b>e. Through work with Service Nova Scotia and Municipal Relations on the Access to Business (A2B) project, identify opportunities to streamline regulatory requirements or processes.</b>	<b>Business Climate - Objective 1</b>	Participation on SNSMR A2B advisory committee  Recommend prioritized action plan to address municipal/provincial regulatory or service improvement opportunities relating to the Restaurant/ accomodations sector	



	Deliverables	Aligns to Economic Strategy	Performance Indicators	Costing
	f. Increase business community's engagement and involvement in economic growth.	Business Climate - Objective 5	> 90% private sector investment renewal in GHP demonstrating private sector interest in and support of economic development outcomes	
	g. Represent HRM staff on the Sheet Harbour and Area Chamber of Commerce and Civic Affairs Economic Development Committee.		Provide community economic development support to the Sheet Harbour Area Chamber of Commerce in support of their community plan.	
	h. 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.	Talent - Objective 2	In collaboration with HRM's Office of African Nova Scotian Affairs Integration provide community economic development support to the ANS community.	
	i. Work in the ANS Community to facilitate and assist community organizations in the development of the strategic plans and/or project plans.	Talent - Objective 2		
<b>1.2 Business Investment Attraction</b>	a. Position the Halifax Business Case to attract high value, high potential "new" business investments to generate active investment attraction leads.	Maximize Growth - Objectives 1 & 2	>30 business case presentations in response to requests for investment related information >10 qualified business development leads > Closes (2)	\$123,000
	b. Leverage and maximize growth opportunities within the Halifax Gateway through the day to day management 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).	Maximize Growth - Objective 2	Acquire one major international tenant for the Halifax Logistics Park	\$65,000
	c. Participation in the Consider Canada Cities Alliance which provide the opportunity to align our HRM's interests with 10 of Canada's largest cities	Maximize Growth - Objective 2	Over 100 new business contacts Three to four prospective leads Establish working relationships with embassies, chambers of commerce and industry associations in Beijing, Hong Kong and Shenzhen.	\$30,000

	<b>Deliverables</b>	<b>Aligns to Economic Strategy</b>	<b>Performance Indicators</b>	<b>Costing</b>
	<b>d. Participation in World Energy Cities Partnership</b>	<b>Maximize Growth - Objective 2</b>	OTC/WECP Working Meeting is May 5 – 9, 2013 AGM - Dongying, China (Date to be confirmed for late October/Early November)	\$30,000

	<b>Dellverables</b>	<b>Aligns to Economic Strategy</b>	<b>Performance Indicators</b>	<b>Costing</b>
<b>1.3 Labour Market Development</b>	a. <b>Strengthen the region's workforce</b> by more effectively matching identified needs and opportunities of local business with available pools of skilled workers.	<b>Talent - Objective 1</b>	Increase business leader participants Connector Program:	\$50,000
	b. <b>Through the ongoing implementation of the Halifax Connector Program</b> increase the business community's involvement in labour market initiatives to attract and retain young professionals and international skilled workers.	<b>Talent - Objective 1</b>	> 100 business leader "connectors" > 50 immigrant participants >200 young emerging talent participants > 75 participants find jobs	
	c. Provide advisory services to HRM staff in <b>updating newcomer guides</b> and the development of a Mandarin version of the newcomer guide.	<b>Talent - Objective 1</b>	Updated newcomer's guide is created with advice from a private sector perspective	
	d. Working with partners, <b>work towards improved settlement support for international students</b> in an effort to improve retention	<b>Talent - Objective 1</b>	Demonstrated efforts to identify settlement support improvements and work with partners to improve supports.	
<b>1.5 Marketing and Promotions</b>	a. <b>Market and promote the Municipality as a location of choice for business</b> 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 an attractive community to live, work and conduct business.	<b>Brand - Objective 2</b>	> 20% increase in web and social media results >10% increase in investment attraction opportunity requests Business confidence campaign in market  GHP's business confidence Index measures past performance, current economic optimism and future optimism of a representative sample of HRM's business community. Continued improvement in the year over year results of the Business Confidence Index, signifying better results and more confidence in Halifax's economy going forward.	\$325,000
	b. <b>Work with HRM's Corporate Communications Team</b> on the development of a brand, brand strategy and implementation plan.	<b>Brand - Objectives 1 &amp; 2</b>	RFP Issued Baseline research and analysis complete Scope of work defined Strategy and implementation endorsed by HRM Council	\$30,000

	Deliverables	Aligns to Economic Strategy	Performance Indicators	Costing
<b>2.1 Professional Economic Analysis, Advisory Services &amp; Project Leadership</b>	a. Through analysis of BRE data, identify, analyse and make recommendations on 3-5 business issues that are determined to be common amongst companies.	<b>Business Climate - Objective 1</b>	>3 specific studies and reports provided to HRM	\$50,000
	b. Briefings or reports on matters of significance to the municipal economy in response to studies, report and initiatives undertaken by economics-based organizations as requested.		Studies and reports provided to HRM where requests for advice and analysis are responded to and recommendations are provided.	
	c. Provide 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			
	d. Provide project leadership as requested.			
<b>2.2 Research &amp; Data</b>	a. Provide general research, analysis and advice to the Municipality on projects and initiatives of an economic nature as requested.	<b>Business Climate - Objective 1</b>	Economic data and research provided to businesses and potential investors	\$120,000
	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.		General research, analysis and advice provided to HRM on request Quarterly updates – business case Quarterly economic reports	
	c. Develop the third annual Halifax Index and program for the annual State of the Economy Event (May 2014) in collaboration with various external partners to track progress on economic, environmental and social objectives and recommended areas for improvement.	<b>Business Climate - Objective 3</b> <b>Maximize Growth - Objective 1</b>	2012-13 Halifax Index and Statement of the Economy Conference - May 22, 2013  2013 – 2014 Halifax Index content produced to be presented at Annual State of the Economy Event in Spring 2014	\$80,000

	Deliverables	Aligns to Economic Strategy	Performance Indicators	Costing
	d. Work with partners to <b>capitalize on high value, high potential economic growth opportunities</b> and respond to threats facing business.	<b>Maximize Growth - Objective 1</b>	High value, high potential economic growth opportunities identified Threats identified Strategy developed minimize threats Key deliverables and outcomes reported on	\$55,000
	e. <b>Working with partners, benchmark development fees and charges</b> and timelines against other similar jurisdictions in Canada.	<b>Business Climate - Objective 1</b>	Deliver benchmarking report regarding fees/charges, timelines and processes by the end of October 2013	
	f. <b>Leverage the BRE program to collect input from businesses</b> from various sources and formalize a feedback mechanism to HRM in order to inform business planning and decision making, including through workshops as recommended in the Auditor General's report on Economic Development through partnerships.	<b>Maximize Growth - Objective 1</b>	> 6 customized reports on BRE Workshop with HRM staff on BRE program	
<b>3.1 Budget and Business Planning</b>	a. <b>Produce an annual business plan and budget.</b> Include in it measures to be achieved by the Partnership in conducting its operations in a manner that aligns to the Municipality's corporate direction and the terms of this agreement.		Business plan and budget are produced.	
			Measurements identified and tracked monthly, reported quarterly.	
	b. <b>Leverage HRM's operating grant</b> by partnering with other levels of government and the private sector, in an effort to enhance services provided to the Municipality.		Leverage \$2M from the private sector and federal/provincial government (includes project funding).	
<b>3.2 Board Oversight</b>	a. <b>Ensure effective board oversight</b> , 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 review.		Break even bottom line Quarterly audit and risk committee and Board of Directors meetings, including review of quarterly financial reports and risk management framework Annual Board Survey Board and Committee Oversight	
			b. Achieve and maintain international certification of our economic development efforts.	AEDO certification maintained
				\$175,000

	Deliverables	Aligns to Economic Strategy	Performance Indicators	Costing
<b>3.3 Reporting Requirements</b>	<p>a. <b>Attend meetings and/or provide reports to Regional Council, the Community Planning and Economic Development Committee and HRM's Senior Management Team (SMT), as required, on the status of Partnership activities and their alignment with the Municipality's corporate direction.</b></p>		Three status reports to the CAO	
			Meeting engagements as requested (SMT, M40, CAO, Mayor, Council)	
			Year end, SLA report to CPED standing committee	
			Year-end SLA report to Regional Council	
	<p>b. <b>Working 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.</b></p>		Annual year-end report is written and provided to Regional Council by June 30th	
<b>4. Economic Strategy Implementation</b>	<p>a. <b>Serve as overall lead in supporting the Economic Strategy Implementation Steering Committee. Track, monitor and report on progress toward achieving the Strategy's goals and objectives, as required. (3-5 Year Economic Strategy Actions attached).</b></p>		Progress reports to CPED (3)	\$60,000
			Three status reports for the CAO	
			Maintain and update Economic Strategy web portal	
	<p>b. <b>GHP will act as the legal entity through which the SUP is administered and will ensure resources are aligned to the values, principles, Regional Centre goals and objectives of the 2011-2016 Strategy.</b></p>		GHP and HRM will enter into a Memorandum of Agreement with the SUP on the terms and conditions of HRM's investment in the Strategic Urban Partnership	\$15,000
			<b>TOTAL:</b>	<b>\$1,570,000</b>

GOAL (5)	OBJECTIVES (17)	PERFORMANCE MEASURES	OUTCOME MEASURES
<p><b>REGIONAL CENTRE</b> Build a vibrant and attractive Regional Centre that attracts \$1.5B of private investment and 8,000 more residents by 2016.</p> <p><b>BUSINESS CLIMATE</b> Promote a business climate that drives and sustains growth by improving competitiveness and by leveraging our strengths.</p>	Direct and oversee a pro-development policy environment within the Regional Centre.	<p>Uptake on the actions/ incentives</p> <p>Baseline comparisons</p> <p>\$50 m Invested over 5 years</p> <p>Increase in transit ridership in RC – OR decrease in single occupancy vehicles into the RC</p>	<p><b>Grow the business tax base of Halifax</b> – retention and expansion of existing business and attraction of new business is essential for fiscal growth in HRM.</p> <p><b>Grow employment and income levels in Halifax</b> – if we create good jobs at a livable wage, people will move and stay here.</p>
	Further the liveability and attractiveness of our urban core.		
	Reinvent the current approach to mobility in the Regional Centre.		
	Celebrate and enable a rich variety of cultural and creative opportunities in the Regional Centre.		
	Reduce regulatory, tax and policy issues that can inhibit development and investment.	<p>Number of unnecessary steps eliminated compared to baseline.</p>	<p><b>Grow the population of Halifax</b> – growth in population and households is critical to the future growth and prosperity of the whole region.</p> <p><b>Measuring Outcomes:</b> The Partnership will use the % growth of the previous years from its benchmark cities to determine its targets for the upcoming year. Further, to limit the role of outliers (high growth or low growth) years, the Partnership will use the median (middle) value from its 5 benchmark cities to determine the target for the upcoming year. These results will be tracked in the Halifax Index, the Partnership’s annual economic and community measurement tool, each year and the results will be presented at its annual State of the Economy Conference.</p>
	Create a service oriented culture within HRM that supports the business community’s need for competitiveness, growth and responsiveness.	<p>Number of municipal permits or transactions added to Access to Business site.</p> <p>HRM departments awareness of BRE program, evidence of BRE data being used to inform decision making.</p> <p>Highest priority municipal service delivery issues identified.</p>	
	Develop a responsive, safe, integrated regional transportation system.		
	Focus on quality of place including the need for civic engagement, public investment and initiatives to increase social capital.		
	Halifax is recognized internationally for its clean and healthy environment.		
	Increase the engagement and active support of the private sector in the economic growth of Halifax.		

<p><b><u>TALENT</u></b>  Create a welcoming community where the world's talent can find great opportunities, engaged employers and resources for career advancement.</p>	<p>1. Maximize opportunities for increased alignment, awareness and engagement of the business community in the implementation of the Province's workforce strategy (JobsHERE).</p>	<p>Attraction and retention of Immigrants and students</p> <p>Perception of Halifax as a great place to live and work</p> <p>Number of connectors, connectees</p> <p>Employers' attitudes</p>
	<p>Build a welcoming and inclusive environment for underrepresented groups.</p>	
	<p>HRM will become an "Employer of Choice" serving as a model for the business community.</p>	
<p><b><u>INTERNATIONAL BRAND</u></b>  Create a unique international city brand for Halifax.</p>	<p>Create a unique international city brand for Halifax that reflects our best qualities and what we aspire to be.</p>	<p>Increase awareness and confidence in Halifax as an international city</p> <p>Business and citizen confidence in Halifax</p> <p>Brand recognition and adoption</p>
	<p>Move Halifax from Good to Great – Live the brand!</p>	
<p><b><u>MAXIMIZE GROWTH OPPORTUNITIES</u></b>  Capitalize on our best opportunities for economic growth.</p>	<p>Identify and respond to high value, high potential economic growth opportunities and encourage investment, exports, business productivity, innovation and competitiveness.</p>	<p>Increased productivity</p> <p>Create high wage jobs</p> <p>Logistics Park Lots Sold</p> <p>Air and port cargo volume growth</p> <p>Number of cruise passengers</p> <p>Awareness of Halifax Gateway in target markets</p> <p>Investment - Building permits in logistics parks</p>
	<p>Identify and respond to high value, high potential economic growth opportunities and encourage investment, exports, business productivity, innovation and competitiveness.</p>	



**Highlights of the Greater Halifax Partnership's 2012-13 Activities:**

1. The Partnership's **Business Retention and Expansion (BRE)** Program is a leading source of intelligence on company specific and company common issues impacting business growth in Halifax. This year the Partnership's BRE Account Executives met face to face with over 205 businesses and completed an in-depth analysis designed to measure, evaluate and develop strategies to meet their business needs. Examples of the results from those initial consultations include:

- 455 follow up visits
- 219 referrals to programs and services
- 71% of all referrals closed, example include:
  - 15 companies to the Nova Scotia Productivity and Innovation Program
  - 20 companies to Trade Support Services
- Retention and/or creation of 832 jobs

Based on the results from the visitations, businesses identified the top four issues:

- 44% - access to capital,
- 23% - workforce availability/quality,
- 13% - friendlier business climate
- 8.5% - opportunities for exporting

The Partnership continues to implement its **Head Office Retention Strategy**, delivered through its Business Retention and Expansion Program. The Head and Regional Office Strategy is built on three pillars, including: Competitive Intelligence, Visitation and Action, Marketing and Engagement. On the visitation and action side, Partnership representatives meet local HRO representatives, offer assistance, discuss opportunities and issues and help break down barriers they may face.

The Partnership continues to meet with BIDs and Community Business Associations. One key project the Partnership is working closely with BIDs on is the development and release of the Partnership's GIS platform. Data for this platform was also provided by HRM GIS. The project also aligns with HRM's Open Data project.

2. The Partnership, with the support of Nova Scotia Labour and Advanced Education, continues to implement the **Halifax Connector Program**, a simple but effective referral process that *helps immigrants, international students and young and emerging talent* build a professional network, and connect with job opportunities to help them settle successfully in Halifax, Nova Scotia. This made in Halifax solution continues to be emulated across Canada and, most recently, New Brunswick Multicultural Council has adopted the Program's methodology, bringing the total number of municipalities emulating the program in Canada to 14. The following highlight results from April 1 to March 31<sup>st</sup>:

- New business leader connectors: 154
- New program participants (includes immigrants, young and emerging talent and international students: 325
- Total number of jobs participants found through connections: 68
- Total number of business leader connectors to date: 509
- Total number of program participants to date: 513
- Total number of jobs participants have found through Connections: 188

3. This year the Partnership responded to **177 international inquiries regarding the Community Identified Stream of the Nova Scotia Nominee Program**, resulting in 130 letters of identification being processed and sent to Nova Scotia Office of Immigration. These letters represent a total of **387 potential new immigrants for Halifax**.
4. Given the public-private structure of the Partnership, the organization is able to leverage public-sector funding commitments (such as HRM's investment) with funds from the private sector. In the last fiscal year, **122 private sector investors committed \$1,118,000 in cash and in-kind services**. The organization added nine new private sector Investors and had an 86% retention rate. On the retention side, 68 of the 122 private-sector Investors have been making a contribution to the organization for 10 or more years, and 21 have been on board since the Partnership's founding in 1996.
5. The Partnership continues to have ongoing collaboration with Nova Scotia Business Incorporated (NSBI) and other partners to attract and retain business investment. The Partnership is currently managing a business development funnel with 11 qualified leads. Since April 1st, there have been four closes, generating 33 jobs.

In support of our investment attraction activities, the Partnership launched whyHalifax ([www.whyhalifax.com](http://www.whyhalifax.com)) to market Halifax's competitive advantages and to help potential investors locate or expand a business here. The web portal includes success stories, a GIS system that enables users to research the best location for your business, an e-brochure, videos and podcasts – all touting the benefits of Halifax as a location for business.

6. The first ever **State of the Economy Conference** was held in May 2012 with over 200 business leaders in attendance. It included the **successful launch of the Halifax Index** – a definitive look at Halifax's economic and community progress, with insights for actions that will strengthen and grow our city. The 2<sup>nd</sup> Annual Conference will take place on May 22<sup>nd</sup>.
7. The Partnership continues to work closely with HRM Staff to help create more efficient, transparent and consistent regulatory policies that will **demonstrate an "Open for Business" culture** within HRM. The Partnership has worked with HRM to begin the process of implementing best practice research on client facing services – working with provincial Service Nova Scotia staff.

The Partnership undertook best practices research that looked at how business client services are set up in five cities that are typically regarded as being "best in practice". This report was delivered in early December. As well, the Partnership has developed a process map for opening a restaurant in downtown Halifax and has worked with HRM and Service Nova Scotia to ensure restaurants are a priority sector for the province's Access to Business program, as well as a first sector to be looked at for creating more efficient regulatory processes.

8. The Partnership has **been in-market with two marketing campaigns – *Now is the Time***, designed to increase business confidence and ***Hire Young Halifax***, which is designed to change attitudes around hiring young and emerging talent.
9. On the development of a **brand for Halifax**, recent activities include a collaborative approach between HRM and GHP, including a joint presentation to the Executive Standing Committee of

Regional Council where they approved a motion to move to the next stage in the Brand process – develop and issue an RFP for brand consultant.

10. **Strategic Plan for the Oceans Technology Sector** - The Partnership continues to play a leading role in raising awareness around the importance of the Oceans sector to our economy. The organization continues to host meetings of the smaller targeted working group while other partners work on the development of the Ocean Industry Strategy, including a Communications Strategy and a June 6<sup>th</sup> event during Oceans Week.
11. **Business Leaders' Roundtable** – Leaders in small and medium businesses often cite the lack of executive-level guidance and advice as an issue. Based on this need, the Partnership has created a business leader roundtable program. The Program is currently running two streams with 19 senior owner-executives who are coming together in two peer learning groups. This enables senior representatives of SMEs to meet and discuss common issues and collectively solve problems. The participants represent companies that are beyond the start-up stage and are opening up new export markets and/or commercializing innovative products or technical processes.
12. The Partnership has provided community economic development support to over 15 projects within the African Nova Scotia community. On February 28<sup>th</sup> the Partnership's Manager of Community Economic Development co-located with HRM's Recreation team in the North Preston Community Centre. It's a natural partnership - both working to achieve a similar goal, build capacity in Preston area communities. The Partnership's Manager of Community Economic Development has also been working with HRM's Office of African Nova Scotian Affairs Integration.
13. The Greater Halifax Partnership manages the Halifax Gateway Council. This past year, the Council focused on implementing marketing and awareness opportunities to support business development of Halifax Logistics Park and the growth of air access/air route development. A highlight of the year was the successful inbound business missions to Halifax bringing a combined total of 35 companies from North America, Europe and Asia to take part in a two day mission that included: business case presentations, tours of the Halifax Logistics Park, Port and Airport as well as one-on-one meetings with local business.