


**Item No. 14.1**  
**Halifax Regional Council**  
**February 11, 2014**

**TO:** Mayor Savage 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:** December 31, 2013

**SUBJECT:** Memorandum of Understanding – The Scots & HRM – Victoria Park

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**ORIGIN**

Approved Motion by Halifax Regional Council on September 17, 2013, Item: “12.1 MOVED by Councillor Mason, seconded by Councillor Whitman that Halifax Regional Council request a staff report outlining the proposed Memorandum of Understanding between HRM and The Scots: The North British Society regarding Victoria Park. MOTION PUT AND PASSED UNANIMOUSLY (17 in favour).”

**LEGISLATIVE AUTHORITY**

***HRM Charter, Part III, Powers of Municipality Regarding Property***

**61 (3)** The property vested in the Municipality, absolutely or in trust, is under the exclusive management and control of the Council, unless an Act of the Legislature provides otherwise.

**RECOMMENDATION**

It is recommended that Halifax Regional Council approve the attached proposed Memorandum of Understanding, thereby endorsing the tradition of cooperation between HRM and The Scots: The North British Society, and establishing an on-going relationship by which existing and future elements pertaining to Scottish culture in HRM’s Victoria Park, Halifax, are planned, improved, restored, developed, interpreted, and promoted.

## **BACKGROUND**

Victoria Park is situated in downtown Halifax, immediately south of Public Gardens' main entrance. The park resides within the boundaries of the Halifax Common (granted in 1763.) It was not until 1891 that the lands (~2.2 acres) for Victoria Park were set aside, however.

Today, the park is characterized by large trees, paved walking paths, benches, a square for public gatherings, the Colonel Sidney C. Oland Memorial Fountain (1966), and three public art monuments (see Attachment 1): a statue of Sir Robert Burns (1919), a bust of Sir Walter Scott (1932), and a cairn commemorating Sir William Alexander, founder of Nova Scotia (1957).

The three monuments were placed in Victoria Park by The Scots: The North British Society, which was founded in Halifax in 1768 as "The North British Society" or "Scots Club". It is regarded as the oldest Scottish heritage society outside Great Britain.

In addition to initial placement of the three monuments, more recent collaborative projects between The Scots and HRM were:

- 1) 2002 - the Robert Burns statue was conserved when it was moved within a broader park plaza expansion project at Victoria Park; and
- 2) 2004 - the Sir Walter Scott bust was also conserved when it was moved from in-front-of the Public Gardens' main gates to its present location in Victoria Park, at the terminus of Brenton Place.

## **DISCUSSION**

### ***Victoria Park Consultation***

The relationship between The Scots and the municipality is a long-standing one, exemplified by the Society's first monument installation in Victoria Park 95 years ago. HRM and The Scots (i.e., 'the parties' to the memorandum of understanding) have maintained a tradition of cooperation and consultation related to planning and implementation of park and monument improvements.

Municipal consultation in recent decades was not restricted to The Scots, however. In 1993, a broad public consultation exercise was conducted as the basis for recommending on-going management of, and improvements to, the Halifax Common, in which Victoria Park resides. This consultation was, in part, the basis for developing the Halifax Common Plan (1994), which is still used to guide planning and decision-making today. Under this plan, improvements were recommended for Victoria Park, among other areas of the Common. In addition to general public consultation, when improvements are proposed to the Halifax Common (including Victoria Park), other stakeholders are consulted depending on the issues and project scope.

Parks in HRM receive attention from a variety of perspectives and ideas about how they should be used and improved. Similarly, Victoria Park's prominence attracts varied requests for its improvement, changes to its use, new monuments and commemorative installations. There are several ways such ideas come forward through HRM to be implemented. A memorandum of

understanding, as requested by The Scots, provides them, in particular, with recognition as a stakeholder. This, however, does not preclude HRM's responsibility to consult with other stakeholders and the general public. As well, the fact remains that authority over Victoria Park, like other HRM parks, ultimately rests with Halifax Regional Council.

***The Proposed MOU***

The proposed memorandum of understanding (MOU), Attachment 2, is intended to set out the nature of the relationship between the parties. The MOU prescribes various intentions and responsibilities for each party, which had not been made in writing previously. This MOU does not, however, represent a fundamental change from previous experience or collaboration. Rather, it articulates, more explicitly, each party's responsibilities and intentions. Staff has reviewed the relevant legislation and determined that it does not limit Council's ability to enter into the proposed MOU.

Future monuments and similar elements of public art are contemplated, but will require approvals in accordance with municipal policies, including the Public Art Policy (2008). The MOU also identifies HRM's role in funding improvements to Victoria Park as a municipal park, subject to Council approval, and within the confines of the annual project budget process. The MOU does not limit Council's ability to administer Victoria Park.

The MOU further states that HRM and The Scots will strike a working committee with respect to planning and implementation of joint projects within the park. This further emphasizes the importance of maintaining open lines of communication between the parties. However, prioritization of improvements is at the discretion of the Municipality.

The MOU proposes that each party accept, account-for, and issue receipts for donations toward park or monument projects. HRM will receive annual financial statements from The Scots regarding donations and expenditures toward joint projects. This permits greater transparency when the parties collaborate on a project involving public land or funds.

***Next Intentions***

Subject to Regional Council's approval of the MOU, the parties will establish a working committee to discuss future improvements and priorities for the monuments and Victoria Park itself. The Scots indicated that their next project is to figuratively portray (e.g., statue, bust, relief) Sir William Alexander. Such portrayal will be incorporated into the cairn to Sir William Alexander, already in-place at Victoria Park. The Scots intend to raise funds for such statue and will endeavor to assist financially with other improvements in the park, while the Municipality will fund park improvements, as budgets allow, and subject to Regional Council approval.

### **FINANCIAL IMPLICATIONS**

There are no immediate funding requirements associated with the proposed MOU.

The maintenance of Victoria Park continues to reside with HRM's Municipal Operations, and any future improvements involving public funding are subject to the project budget process and ultimately Regional Council approval.

Projects funded by public money are subject to HRM policies and regulations, including, but not limited to, Administrative Order No. 35 – The Procurement Policy.

### **COMMUNITY ENGAGEMENT**

Several meetings between HRM staff (Legal, Planning & Infrastructure, and Community & Recreation Services) and The Scots have taken place over the development of the proposed MOU and past projects. With respect to previous Victoria Park improvement projects, the Spring Garden Area Business Association has also been consulted. Subject to Council approval of the attached MOU, a working committee of the Scots and the Municipality will be formed for planning and implementation of future joint works within Victoria Park, as required. This will not, however, preclude consultation with other stakeholders as project scope dictates.

### **ENVIRONMENTAL IMPLICATIONS**

Environmental implications were not identified.

### **ALTERNATIVES**

Regional Council may choose NOT to enter into a memorandum of understanding, opting to, instead, enter into separate agreements with The Scots, as required (for example, per project.)

Regional Council may also choose to make amendments to the proposed MOU before approving it.

**ATTACHMENTS**

1. Site Plan
2. Memorandum of Understanding (proposed)

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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: Rudy Vodicka, Coordinator, Real Estate & Land Management, P&I, 490-5582  
Jamie MacLellan, Public Art Facilitator, Regional Recreation & Culture, CRS, 490-1039

Report Approved by: \_\_\_\_\_  
Peter Stickings, Real Estate & Land Management, Planning & Infrastructure 490-7129

Report Approved by: \_\_\_\_\_  
Denise Schofield, Manager, Regional Recreation & Culture, 490-6252

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

Report Approved by: \_\_\_\_\_  
Jane Fraser, Director, Planning & Infrastructure, 490-7166

Report Approved by: \_\_\_\_\_  
Brad Anguish, Director, Community & Recreation Services, 490-4933

Report Approved by: \_\_\_\_\_  
John Traves, Director, Legal, Insurance and Risk Management Services, 490-6532

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UNIVERSITY AVE

COLLEGE ST



1 - Sir Robert Burns

MARTELLO ST

# Victoria Park

Public Gardens

3

2

1

SOUTH PARK ST



3 - Sir W. Alexander

MORRIS ST

BRENTON PL



2 - Sir Walter Scott

SPRING GARDEN RD

BRENTON ST

CLYDE ST

WRIGHT AVE

# Memorandum of Understanding

Between the

**Halifax Regional Municipality**  
(the “Municipality”)

And

**The Scots: The North British Society**  
(“The Scots”)

Hereinafter, collectively called ‘the parties’

WHEREAS The Scots have been a society to promote and preserve the traditions of Scottish heritage through charitable and cultural activities in Halifax since 1768 and have previously made significant contributions to Victoria Park on the Halifax Common in recognition of Scottish Culture;

AND WHEREAS Victoria Park (herein referred to as “the park”) on the Halifax Common is owned by the Municipality;

AND WHEREAS the Municipality and The Scots wish to cooperate in respect to planning, improving, and promoting Victoria Park;

This Memorandum of Understanding records the understandings and intentions of the parties with respect to their relationship with respect to the management of Victoria Park:

1. The Scots recognize that the park is owned by the Municipality and decisions relating to the park are ultimately made by the Municipality and may involve consultation with other groups and individuals.
2. The parties agree to cooperate in respect of the future restoration, development, interpretation and promotion of Victoria Park as set out in this MOU and in particular, but not limited to, the elements both existing and future, which pertain to Scottish culture within the park.
3. The parties will work jointly to develop a detailed plan for improvements to Victoria Park which shall, among other things, include a representation of Sir William Alexander, Earl of Stirling, Baronet of Nova Scotia, 1570-1640. Placement of all sculptures, artwork,

monuments, and interpretive signage material, etc., shall require approvals in accordance with municipal regulations and policies.

4. The Scots may raise funds for such statues, monuments, etc., and will endeavor to assist financially with other improvements in the park.
5. It is the intention of the parties that donations, procured through fund raising initiatives for the betterment of the park, be held by The Scots; however, donors may contribute monies for park projects directly to the Municipality if they prefer to do so. The Scots shall keep donations made for the purpose of improvements to Victoria Park (including any accrued interest), accounted for separately from other Scots' funds, and the balance of such funds shall be reported annually to the Municipality in writing. An annual statement of donations received, accrued interest, and expenditures shall be submitted to the Municipality on an annual basis (coinciding with the fiscal year of The Scots), and signed by the Treasurer for The Scots. Any donations accepted through HRM will also be held under separate account and shall accrue interest until they are expended.
6. All funds received by either party shall be fully documented including, but not limited to, the source of funds, whether a charitable receipt was issued, what recognition is expected if any, and the designated purpose of the funds (including notation if no specific designation was requested). The party receiving the donation will be responsible to issue a tax receipt to the donor.
7. The Municipality will fund improvements to the park, in accordance with its annual budget and subject to Regional Council approval.
8. A working committee of The Scots and the Municipality shall be formed for the planning and implementation of joint work on tangible capital assets and public art ("joint projects") within Victoria Park as required.
  - a) Work on joint projects shall only be contracted and implemented with the approval of the Municipality.
  - b) The Municipality will consult with The Scots on any changes to the scope-of-work that are ordered after a joint project is contracted. However, the final decision on any change rests with the Municipality.
  - c) The cost of any additional work on a joint project after it is contracted shall be the responsibility of the Municipality, except where such additional work is requested by



The Scots and agreed to by HRM, in which case, the cost shall be the responsibility of The Scots.

9. The prioritization of components or phases of capital improvements to Victoria Park is at the discretion of the Municipality. The Municipality will, however, consult with The Scots on the prioritization in writing. Upon execution of this MOU, The Scots and staff from the Municipality shall meet to discuss the first five priorities.
10. The parties agree to regular and open lines of communication and to inform the others of any changes, ideas, and efforts around any capital improvements or public art additions to the park.
11. This Memorandum of Understanding may be terminated by either party upon providing two (2) months written notice. Upon termination, any funds raised for joint projects in the possession of either party shall be identified and turned over to the Municipality within ten (10) business days. The Municipality shall use these funds for the sole purpose of advancing improvements to Victoria Park.
12. Signage related to joint projects on the site shall acknowledge the contributions of both the Municipality and The Scots.
13. To facilitate the administration of this Memorandum of Understanding, the contact person at HRM shall be the Director of Community & Recreation Services or his/her delegate, PO Box 1749, Halifax, NS, B3J 3A5 and the contact person on behalf of The Scots shall be the Chairperson of the North British Society, PO Box 9410, Station A, Halifax, NS, B3K 5S3.
14. The parties may vary this Memorandum of Understanding by mutual agreement in writing at any time.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2014

**Halifax Regional Municipality**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Witness

**The Scots: The North British Society**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness