



P.O. Box 1749
Halifax, Nova Scotia
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Item No. 15.1.4
Halifax Regional Council
July 8, 2025

TO: Mayor Fillmore and Members of Halifax Regional Council

FROM: Cathie O'Toole, Chief Administrative Officer

DATE: June 17, 2025

SUBJECT: Community Mediation Pilot

ORIGIN

Regional Council meeting, February 11, 2025 (Item 15.1.2)¹

MOVED by Councillor Cuttell, seconded by Councillor Hinch

1. Direct funding in the amount of \$100,000 for the creation and implementation of a Community Mediation pilot program, as identified in the financial implications section of the staff report dated January 17, 2025, to be added as an option over budget on the budget adjustment list (BAL) for Budget Committee to consider in the 2025/26 Operating Budget.

2. Subject to the approval of the 2025/2026 Operating Budget, direct the Chief Administrative Officer to provide a contribution of \$100,000 to the United Way of Halifax to create and implement a Community Mediation pilot program for the fiscal year 2025/2026; and

3. Direct the Chief Administrative Officer, or their designate, to negotiate and execute a Contribution Agreement with the United Way of Halifax which is to include the key terms and conditions identified in Attachment 1 of the staff report dated January 17, 2025.

MOTION PUT AND PASSED

LEGISLATIVE AUTHORITY

The Halifax Regional Municipality Charter, S.N.S. 2008, c. 39 provides:

Section 7A The purposes of the Municipality are to...

(b) provide services, facilities, and other things that, in the opinion of the Council, are necessary or desirable for all or part of the Municipality; and

(c) develop and maintain safe and viable communities.

¹ See [Item 15.1.2](#) Halifax Regional Council, February 11, 2025.

Section 35(2)(d)(i) The Chief Administrative Officer may . . .

- (i) make or authorize expenditures, and enter into contracts on behalf of the Municipality, for anything required for the Municipality where the amount of the expenditure is budgeted or within the amount determined by the Council by policy, and may delegate this authority to employees of the Municipality

Section 79A

- (1) Subject to subsections (2) to (4), the Municipality may only spend money for municipal purposes if:
 - (a) the expenditure is included in the Municipality's operating budget or capital budget or is otherwise authorized by the Municipality;
 - (b) the expenditure is in respect of an emergency under the *Emergency Management Act*; or
 - (c) the expenditure is legally required to be paid.
- (2) The Municipality may expend money provided for in an operating budget or capital budget for a purpose other than that set out in the operating budget or capital budget for that fiscal year if the expenditure does not affect the total of the amounts estimated for the operating budget and the capital budget.
- (3) The Municipality may authorize expenditures from its operating budget or transfer money from the operating budget to its capital budget if the total amount of such expenditures and transfers for the fiscal year does not exceed the total amount of estimated revenue from all sources in excess of the amount estimated for those sources in the operating budget for that fiscal year.

RECOMMENDATION

It is recommended that Halifax Regional Council:

- 1. Direct the Chief Administrative Officer, or their designate, to approve and execute a Contribution Agreement with the United Way Maritimes on terms and conditions substantially similar to the attached Contribution Agreement.

BACKGROUND

Subject to Budget approval, on February 11, 2025, Halifax Regional Council directed the Chief Administrative Officer to provide a contribution of \$100K to the United Way Maritimes to implement a community mediation pilot program. On April 8, 2025, Regional Council approved the 2025-2026 municipal budget.² The passed Budget included a \$100K allocation to fund a mediation pilot program for fiscal year 2025-2026.

On February 11, 2025, Regional Council further directed the Chief Administrative Officer to draft and negotiate a Contribution Agreement. Council also asked that it be given an opportunity to review and approve the draft agreement prior to its execution. Acting on Council's direction, staff have drafted a Contribution Agreement (see Attachment 1). United Way Maritimes have reviewed the draft agreement and are prepared to sign the document.

² See [Item 18.1](#) Halifax Regional Council April 8, 2025.

DISCUSSION

Program Implementation Status

The attached draft Contribution Agreement, between HRM and United Way Maritimes, establishes the framework for a community mediation pilot program. The draft agreement is consistent with Council's direction concerning the program's duration and scope and is consistent with the previously stipulated contractual terms and conditions.³

Detailed program design is pending. United Way Maritimes plans to hire a project coordinator once the Contribution Agreement has been signed. The coordinator position will be responsible both for pilot program design and program execution, including supervision of volunteer mediators.

Although program particulars remain partly undefined, the draft Contribution Agreement does include a project description. Per the agreement, the pilot will be designed to provide voluntary, confidential, and impartial mediation and conflict coaching services to HRM residents experiencing interpersonal disputes, with services offered at no cost to residents.⁴

Where Mediation Will Happen

United Way Maritimes was selected as the delivery partner due to their community development expertise, municipality-wide presence, established infrastructure for program delivery, and experience in managing community-based programs. The community mediation pilot will operate in neighbourhoods across HRM including (provisionally) Spryfield, Fairview, Dartmouth North, Northend Halifax, Musquodoboit Valley, Eastern Shore, and East Preston. United Way Maritimes supported Neighbourhood Hubs are situated in each of these seven (7) communities.⁵

These communities were selected based on United Way Maritimes' established community connections and based on their geographic representation (i.e., a mix of urban, suburban and rural sites). United Way Maritimes has committed to engaging directly with each Neighbourhood Hub to confirm participation and define local contributions.⁶ Staff anticipate that mediation sessions will be conducted in neutral, cost-free communal spaces, within these hub-communities, or delivered virtually to ensure accessibility and minimize bias.

Anticipated Referral Structure

As noted elsewhere, United Way Maritimes plans to devote time to consulting with Councillors and municipal staff prior to the pilot's launch (see Table 1 below). These consultations will be used to determine the best method to facilitate two-way communications and allow for referrals to the community mediation pilot program.

Currently, the expectation is that residents would be referred by a range of referral partners including 311, police, by-law officers, Councillors, and community organizations. A mechanism may also be put in place to enable residents to self-refer directly to the program. Referral process adjustments may be made if dictated by pilot program delivery experience.

³ See [Item 15.1.2](#) Halifax Regional Council February 11, 2025 (Attachment 1).

⁴ See the project description in Appendix 1 of the attached Contribution Agreement (Attachment 1).

⁵ For additional information on Community Hubs, see [here](#).

⁶ As set out in Appendix 6 in the Contribution Agreement (see Attachment 1).

Out of Scope of Mediation Work

Per the draft Contribution Agreement's terms and conditions, the scope of mediation work will be limited.⁷ Specifically, community mediators engaged by the United Way Maritimes, are not to provide legal advice. Nor are community mediators permitted to engage with matters related to residential tenancies, rental registry, real property disputes, family law matters, criminal law matters, labour matters, or active by-law prosecutions. These limits are consistent with Council's prior direction concerning the program's parameters.

In Scope Mediation Work

As previously noted, detailed program design is still pending. However, based on initial conversations with United Way Maritimes, municipal staff anticipate that in-scope mediation issues and conflicts will include the following:

- noise disputes;
- parking issues;
- tree and property line conflicts;
- fence disputes;
- snow removal disagreements;
- garbage-related issues;
- nuisance lighting;
- pet-related conflicts; and
- shared driveway disputes.

Adjustments to mediation scope may be made during the initial pilot, or during any subsequent renewal. Referral partner, participant and mediator feedback will help to guide any modifications to program scope.

Implementation timeline

United Way Maritimes have provided HRM staff with a preliminary implementation schedule. Timing for each phase may vary, depending on when the Contribution Agreement is signed and how quickly a project coordinator can be hired. Five (5) project phases are outlined in Table 1 below.

Table 1: Community Mediation Pilot Program Implementation Phases	
Phase	Description
Phase 1 Pre-Launch Consultation and Design (July 2025 to August 2025)	<p>Work on the program design and implementation will precede roll-out of the program to members of the public. Phase 1 is currently expected to take place during the months of July and August of 2025. Elements of the pilot deliverable during this phase are as follows:</p> <ul style="list-style-type: none">• establish a project team;• hire a project coordinator;• consult with 311, by-law compliance officers, police and Councillors;• engage Neighbourhood Hubs to establish roles and to secure commitments; and• develop a public outreach strategy.⁸

⁷ As described in Clause 2 to Appendix 3 in Contribution Agreement (see Attachment 1).

⁸ The public outreach strategy is expected to include community information sessions, printed materials, and online communications to promote awareness and access to the service.

<p>Phase 2 Volunteer Development</p> <p>(July 2025 to August 2025)</p>	<p>United Way Maritimes currently plans to undertake work on volunteer development throughout July and August of 2025. The program will be delivered through trained volunteer mediators supervised by a project coordinator. United Way Maritimes will manage day-to-day operations while maintaining arms-length independence (from HRM) to better ensure mediator impartiality and participant confidentiality. Key deliverables during this phase include the following:</p> <ul style="list-style-type: none"> • develop a volunteer recruitment plan; • launch volunteer recruitment; • interview and hire volunteer mediators; and • plan and execute volunteer training.
<p>Phase 3 Launch and Delivery</p> <p>(September 2025 to March 2026)</p>	<p>United Way expects to begin providing mediation services in September of 2025. Work with community members will continue for a six (6) month period concluding at the end of March of 2026. This will align the program with end of fiscal 2025-2026. Mediators will facilitate confidential discussions between parties to help them reach mutually acceptable solutions. See program delivery discussion above for further detail.</p>
<p>Phase 4 Program Evaluation</p> <p>(September 2025 to July 2026)</p>	<p>To help Council assess the effectiveness of the pilot project, statistical data will be gathered. United Way has not yet finalized the means or scope of evaluation. Assessment will, however, likely involve one or more post-mediation participant surveys. Given the pilot timeframe and limited budget, evaluation will be conducted by United Way staff. Although subject to change, key performance indicators are currently expected to include the following:</p> <ul style="list-style-type: none"> • number of referrals received; • number of mediations conducted; • participant satisfaction rates; • resolution success rates; • sources of referrals (311, police, by-law, councillors, self-referral); • types of disputes mediated; • geographic distribution of services.
<p>Phase 5 Program Reporting</p> <p>(November 2025 to July 2026)</p>	<p>Under the draft Contribution Agreement, ongoing reporting will include both interim and final reports. Reports are deliverable to HRM in a format satisfactory to municipal staff. United Way Maritimes have committed to providing two (2) program reports during the initial year of operations. An interim report will be provided in November of 2025. This timing will allow for Council's review and consideration during the fiscal 2026-2027 Budget deliberation period. The final report will be deliverable following the wrap-up of mediation services in March of 2026.⁹</p>

⁹ For additional particulars regarding the content of the interim and final reports, see Appendix 4 of the Contribution Agreement (Attachment 1).

FINANCIAL IMPLICATIONS

The total program cost for the Community Mediation Pilot Program is \$100,000, inclusive of HST, to cover program delivery for the one-year pilot period. The funding has been approved and allocated within the 2025/26 Operating Budget for Community Safety.

RISK CONSIDERATION

Risk assessment indicates low overall risk. The Contribution Agreement includes comprehensive oversight mechanisms including reporting requirements, audit rights, and performance management provisions.

COMMUNITY ENGAGEMENT

None.

ENVIRONMENTAL IMPLICATIONS

No environmental implications were identified.

ALTERNATIVES

Regional Council could direct staff to make modifications to the draft Contribution Agreement.

ATTACHMENTS

Attachment 1 Contribution Agreement between HRM and United Way Maritimes

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CONTRIBUTION AGREEMENT

Between

Halifax Regional Municipality

A municipal corporation in the Province of Nova Scotia (“**HRM**”)

-and-

United Way Maritimes

a not-for-profit Corporation incorporated under the Canada Not-for-profit Corporations Act

Having an office at:

Suite M101, 1809 Barrington Street, Halifax, NS B3J 3K8

(“**Recipient**”)

(each a “**Party**”, and collectively, the “**Parties**”)

BACKGROUND:

- A. On February 11, 2025, Halifax Regional Council directed the Chief Administrative Officer to provide a financial contribution of \$100,000 to Recipient to assist Recipient with the costs and expenses of administering the project (as such project is more fully described in Appendix 1 to this Agreement) (the “**Project**”).
- B. HRM now wishes to provide a financial contribution to Recipient in accordance with the terms and conditions of this Contribution Agreement (the “**Agreement**”).

1. Term of the Agreement

- (a) The date this Agreement becomes effective is the date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party’s signature) (the “**Effective Date**”).
- (b) The term of this Agreement shall commence on the Effective Date and end on the earlier to occur of the following two dates: (i) all applicable final reporting requirements have been submitted by Recipient and accepted by HRM; or, (ii) this Agreement is terminated by HRM in accordance with its terms (the “**Term**”).
- (c) HRM shall grant the Recipient an option to renew this Agreement for a further period of 12 months, commencing on April 1st of the calendar year in which the initial Term expires (the “**Renewal Term**”) subject to the following conditions:
 - a. the Recipient has delivered to HRM a written request to exercise the Renewal Term and such written notice is provided to HRM not less than 30 days before the end of the Term;

- b. all covenants, provisos, and agreements in the Agreement shall remain the same, with the exception of the Contribution Amount;
 - c. the Contribution Amount for the Renewal Term shall be determined solely by HRM; and
 - d. HRM receives all internal approvals required to allow for the granting of the option for the Renewal Term.
- (d) Following the initial Renewal Term, HRM shall grant the Recipient an option to renew this Agreement for further renewal periods of twelve months, with each subsequent renewal period commencing on April 1st, subject to the terms and conditions set out in Section 1(c) above.

2. Amount of Contribution

- (a) Subject to the terms and conditions of this Agreement, HRM shall make a financial contribution directly to Recipient in the amount set forth in Appendix 1 (the “**Contribution Amount**”) no later than 30 days after the conditions precedent set forth in Section 4 have been met. The Contribution Amount shall be used by Recipient strictly in accordance with this Agreement.
- (b) If the Contribution Amount is to be disbursed to Recipient in various amounts and/or at various times during the Term, the conditions which Recipient must meet in order to receive the disbursements of the Contribution Amount are set forth in Appendix 3. In addition to any disbursement conditions set forth in Appendix 3, a disbursement of a portion of the Contribution Amount shall only be made to the Recipient if, at the time the disbursement is to be made, the Recipient is not in arrears or in debt to HRM including any taxes of any sort, permit fees or fines.
- (c) The Contribution Amount is a firm-fixed amount and HRM will not be liable for any losses incurred by Recipient in relation to the administration or management of the Project or any operational components of the Project.
- (d) The Contribution Amount represents HRM’s complete financial commitment to Recipient under this Agreement, and HRM will not be obligated to provide any supplemental or incremental funding to Recipient.
- (e) HRM will not pay interest for failing to make payments when due under this Agreement.
- (f) If applicable, payments issued by HRM in accordance with this Agreement shall be inclusive of HST.

3. Appropriation and Withholding

- (a) Any payment of all, or a portion of, the Contribution Amount to be made to Recipient is subject to there being an appropriation by HRM for the fiscal year in which the payment is to be made.

If HRM's appropriation is changed or if funds are not available for any other reason, the Contribution Amount may be reduced or withheld. If the Contribution Amount is to be withheld, this Agreement may be terminated by HRM in accordance with the provisions of this Agreement and HRM shall owe no further obligation to Recipient under this Agreement. HRM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

- (b) If Recipient receives any other financing specifically for the Project during the Term, including, but not limited to, funding from other government departments or agencies, and if such additional financing results in Recipient exceeding the budgeted costs associated with the Project, then Recipient shall provide details of such financing to HRM and HRM, in its sole, but reasonable discretion, may choose to reduce the Contribution Amount.

4. Conditions Precedent to Payment of Contribution Amount

- (a) If requested by HRM, prior to HRM's initial disbursement of any portion of the Contribution Amount as set forth in Section 2(a), Recipient shall provide one or more of the following to HRM, no later than 30 days after the Effective Date, for HRM's evaluation and acceptance:
 - (i) final operational and administrative plans, cost estimates, and other documentation reasonably requested by HRM regarding the Project, including any required Project documents as set forth in the appendices to this Agreement;
 - (ii) evidence, reasonably acceptable to HRM, confirming sources of funding for the balance of the costs necessary for the Project, if applicable; and,
 - (iii) unaudited (or audited in the case of a company) financial statements of Recipient, including the following:
 - 1. the most recent income statement outlining Recipient's revenues and expenses;
 - 2. the most recent balance sheet for Recipient.
- (b) If Recipient fails to comply with any of the conditions precedent set forth in this Section 4, HRM may, in its sole discretion, reduce the Contribution Amount, suspend payments of the Contribution Amount, or terminate this Agreement in accordance with its terms.

5. Restrictions

- (a) Recipient shall use the Contribution Amount only for the Project and activities that are directly related to the Project, as set forth in Appendix 1.
- (b) Unacceptable activities or ineligible expenses for which the Contribution Amount may not be used are as set forth in Appendix 2.

- (c) Recipient shall make inquiries of HRM if Recipient is unsure if the Contribution Amount may be apportioned to a certain expense or activity.
- (d) Any unexpended portion of the Contribution Amount is to be repaid to HRM by Recipient.
- (e) Unless written permission is provided by HRM to Recipient, or unless Recipient has been approved by HRM for multi-year funding, Recipient shall not (i) expend the Contribution Amount over more than one fiscal year (i.e. April 1 – March 31); or (ii) save or continue the Contribution Amount from one fiscal year to the next.
- (f) Recipient shall be solely responsible for obtaining all applicable registrations and permits which may be required by Recipient in order to implement or operate the Project and shall not use any portion of the Contribution Amount for obtaining any registrations or permits from HRM.
- (g) Recipient shall ensure that all aspects of the Project meet all applicable municipal, provincial and federal laws, including, but not limited to, HRM's by-laws and regulations.
- (h) HRM may cease providing and/or cancel its provision of the Contribution Amount in accordance with the termination provisions of this Agreement if, at HRM's sole discretion, Recipient breaches any term or condition of this Agreement.
- (i) If the Project, or a portion of the Project, is to be performed on property owned by HRM, then, in addition to this Agreement, Recipient may, as determined solely by HRM, be required to enter into a licence agreement with HRM in order to perform all or part of the Project on HRM-owned property or access the area of HRM-owned property where the Project will be performed.
- (j) Recipient shall not allow any construction lien or other liens for labour, services or other materials supplied to the Project to attach or be registered on the title of any HRM-owned land pursuant to the operation of this Agreement and if a lien does attach or is registered on the title of any lands, Recipient shall secure its discharge, at its sole expense, within 15 days of becoming aware of it.

6. Finances, Records and Information Services

- (a) Recipient shall maintain, during the Term of this Agreement, a complete and proper set of accounting records as established from time to time by Chartered Professional Accountants Canada for organizations similar to Recipient.
- (b) HRM shall have the right, at its own expense, and with reasonable notice, to audit or examine the books of account and records maintained by Recipient pursuant to this Agreement and the right to make copies of, and take extracts from, such books of account and records.

- (c) HRM's Auditor General shall have the right, at its own expense and with reasonable notice, to examine, in the manner and to the extent the Auditor General considers necessary, the accounts, procedures and programs of Recipient, in respect of the contribution received by Recipient from HRM, in accordance with section 50 of the *Halifax Regional Municipality Charter*, S.N.S. 2008, c. 39.
- (d) Recipient shall provide HRM and its designated representatives with reasonable and timely access to its offices and access to any documentation requested by HRM for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement.

7. Representations and Warranties

Recipient represents and warrants to HRM that:

- (a) Recipient has the capacity and authority to enter into and execute this Agreement;
- (b) this Agreement constitutes a legally binding obligation of Recipient, enforceable against it in accordance with its terms and conditions;
- (c) that Recipient will maintain its registration, as set forth under its name on the first page of this Agreement, for the Term and that Recipient will inform HRM immediately of any change to its status during the Term;
- (d) all information submitted to HRM in seeking this Contribution Amount and as required by this Agreement, and any proposals, documents or other material presented to HRM, is true, accurate, and was prepared in good faith to the best of Recipient's ability, skill, and judgment and Recipient agrees that HRM has relied on such information in deciding to enter into this Agreement; and,
- (e) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect Recipient's ability to carry out the activities contemplated by this Agreement. Recipient will inform HRM immediately if any such action or proceedings are threatened or brought during the term of this Agreement.

8. Other Requirements of Recipient

Recipient shall adhere to any terms and conditions set forth in Appendix 3.

9. Recipient's Reporting Requirements

- (a) Recipient shall provide to HRM the reports set forth in Appendix 4.

- (b) Failure by Recipient to provide the reports within the applicable time frames may result in HRM determining, in addition to any rights HRM may have in accordance with this Agreement or at law, at its sole discretion, that (i) Recipient has forfeited any further disbursement of the Contribution Amount that is subject to the submission of a report; and (ii) Recipient is ineligible to receive further financial support from HRM.

10. Recipient's Insurance Requirements

Recipient shall obtain and maintain insurance as may be set forth in Appendix 5. Recipient shall not expend any portion of the Contribution Amount on the purchase of the insurance set forth in Appendix 5.

11. Liability and Indemnity

- (a) Recipient acknowledges and agrees that it has full responsibility for all aspects of the Project including such components as plans, development, procurement, registration and permits, administration, implementation and maintenance.
- (b) HRM is not a guarantor of Recipient or the Project and in no event will HRM be liable for any direct, indirect, consequential, exemplary or punitive damages in relation to any aspect of the Project or the ongoing operations of Recipient, regardless of the form of action, whether in contract, tort (including negligence) or otherwise.
- (c) Recipient will at all times indemnify and save harmless HRM, its Mayor, Councillors, officers, employees, volunteers or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings in relation to this Agreement, the Project, or the operation of Recipient, which may be brought against or made upon HRM, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner, based upon, caused by, resulting from, arising out of or occasioned by:
 - (i) HRM's provision of the Contribution Amount;
 - (ii) Recipient's performance or non-performance of its obligations under this Agreement or any performance or non-performance of any aspect of the Project;
 - (iii) any injury to any person, including, but not limited to, death, economic loss or any infringement of rights that the person may suffer or incur by participating in the Project;
 - (iv) any damage to or loss or destruction of property of any person; or
 - (v) any obligation of any person, including, but not limited to, any obligation arising from a loan, or other long-term obligation.

12. Status of the Parties

HRM and Recipient are contractors independent of one another, and neither has the authority to bind the other to any third party or to act in any way as a representative of the other, except as expressly set forth in this Agreement. This Agreement does not create, and shall not be construed as creating, a partnership or joint venture relationship between HRM and Recipient. To the extent that the term “partner” or “partnership” may be utilized in this Agreement or in describing the relationship between HRM and Recipient, such terms shall be utilized merely to convey the anticipated spirit of cooperation between HRM and Recipient and is in no way intended to establish joint and several liability, fiduciary duties, or other implications of the legal term of “partner.”

13. Termination

(a) Events of Default

- (i) Each of the following events constitute an event of default (“**Event of Default**”) under this Agreement:
 - 1. Recipient has not complied with one or more of its obligations as required by this Agreement;
 - 2. Recipient has submitted false or misleading information to HRM prior to the execution of this Agreement or made a false or misleading representation in this Agreement, except for an error in good faith, demonstration of which is incumbent on Recipient, to HRM’s reasonable satisfaction; or,
 - 3. an appropriation of the Contribution Amount is not available as set forth in Section 3 of this Agreement.

(b) Declaration of Default

- (i) HRM may declare a default (“**Default**”) has occurred if:
 - 1. one or more of the Events of Default occurs;
 - 2. HRM gave written notice to Recipient of the Event of Default; and,
 - 3. other than an Event of Default occurring per Section 13(a)(i)(3), Recipient has failed, within 30 days of receipt of the above notice, either to remedy the Event of Default or to notify and demonstrate, to the satisfaction of HRM, that it has taken such steps as are necessary to remedy the Event of Default.

(c) HRM Remedies for Default

- (i) In the event HRM declares a Default under Section 13(b)(i), HRM may exercise one or more of the following remedies, without limiting any remedy available to it at law:

1. suspend any obligation by HRM to make the Contribution Amount;
2. terminate any obligation of HRM to make the Contribution Amount;
3. require Recipient to reimburse HRM all or part of the Contribution Amount paid by HRM to Recipient; or,
4. terminate this Agreement.

14. GENERAL PROVISIONS

(a) Notice

- (i) Any notice, request or demand required under this Agreement shall be sufficiently given if personally served, mailed or sent electronically by email to the contacts set forth in Section 14(b).
- (ii) Any notice that is mailed shall for the purposes of this Agreement be presumed to have been given 3 days following the day on which such notice is mailed. Any notice sent by electronic correspondence to an email address shall be deemed to have been received by the receiving Party on the earlier of (i) the time stamp on the email, or (ii) the start of the next business day.
- (iii) Any Party may at any time give notice in writing to the other Party of any change of address or contact information for the requirements of this Section 14, and after the giving of such notice, the new address or contact information will be deemed to be the address of such Party for the purpose of giving notices in accordance with this Agreement.

(b) HRM

Chief Administrative Officer
Halifax Regional Municipality
1841 Argyle Street, Halifax
PO Box 1749, Halifax, NS B3J 3A5
clerks@halifax.ca

Recipient

The contact information, including contact person, mailing address and contact email are as set forth in Appendix 1.

(c) Confidentiality

- (i) Recipient acknowledges that this Agreement is a public document and that any information, document, or record, in any form, provided to HRM pursuant to this Agreement may be subject to disclosure in accordance with Part XX of the *Municipal Government Act* (“Freedom of Information and Protection of Privacy”).

(d) Governing Law

- (i) This Agreement shall be governed by and interpreted in accordance with the laws of Nova Scotia.
- (ii) HRM and Recipient hereby attorn to the exclusive jurisdiction of the courts of Nova Scotia to resolve any disputes arising out of this Agreement.

(e) Entire Agreement

- (i) This Agreement comprises the entire agreement between HRM and Recipient in relation to the subject of the Agreement. No prior documentation, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by HRM to Recipient except as expressly set out in this Agreement.

(f) Survival

- (i) HRM’s and Recipient’s rights and obligations which, by their nature, extend beyond the expiry or termination of this Agreement, including Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14 and the Appendices will survive any expiry or termination of this Agreement.

(g) Severability

- (i) If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between HRM and Recipient is found to be or becomes invalid or unenforceable, in whole or in part, and if both HRM and Recipient agree in writing, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

(h) Members of HRM Regional Council

- (i) No member of HRM Regional Council will be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public. Recipient will promptly inform HRM should it become aware of the existence of any such situation.

(i) Conflict of Interest

- (i) No current or former employee or Councillor of HRM to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of HRM applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. Recipient will promptly inform HRM should it become aware of the existence of any such situation.

(j) Acknowledgement

- (i) In all communications associated with this Agreement, Recipient shall credit HRM as a supporter. HRM shall review and approve all communications materials (including website postings, news releases and announcements) intended for publication by the Recipient prior to such publication. Such approval will not be unreasonably withheld.

(k) Assignment

- (i) Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of HRM. Any attempt by Recipient to assign any of its rights, duties or obligations of this Agreement without HRM's express written consent is void.

(l) Amendments

- (i) This Agreement can only be amended in writing by both Recipient and HRM.

(m) Waiver

- (i) Recipient or HRM may waive any of its respective rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by HRM will not constitute a waiver.

(n) Electronic Signing

- (i) This Agreement may be signed electronically and in counterparts. The Parties agree that signatures transmitted and received via electronic transmission shall be treated for all purposes of this Agreement as original signatures and shall be deemed valid, binding and enforceable by and against all Parties.

[Signature Page Follows]

Recipient and HRM have executed this Agreement through authorized representatives on the date stated opposite each Party's signature.

UNITED WAY MARITIMES

Date

Name: Sara Napier

Title: Chief Executive Officer

HALIFAX REGIONAL MUNICIPALITY

Date

Name: Cathy O'Toole

Title: Chief Administrative Officer

Appendix 1

Description of Project and Eligible Costs/Activities

The Project means all of the following:

Project Title:

Community Mediation Pilot Program

Contact Information for Recipient and HRM:

The contact information for operational issues associated with this Agreement are as follows:

Recipient:

United Way Maritimes

Attention: Sue LaPierre

Suite M101, 1809 Barrington Street, Halifax, NS B3J 3K8

sue.lapierre@unitedwaymaritimes.ca

HRM:

William Moore

7th Floor Duke Tower, 5251 Duke Street, Halifax, Nova Scotia.

moorewi@halifax.ca

Project Phase:

N/A

Contribution Amount (including HST, if applicable) and Disbursement Conditions (if applicable):

A maximum of \$100,000 including HST (if applicable) to be dispersed, subject to the requirements of the Agreement and, if applicable, the Disbursement Conditions set forth in Appendix 3, as follows:

- (a) \$90,000 (90% of the Contribution Amount) upon meeting the requirements applicable to the first disbursement;
- (b) \$10,000 (10% of the Contribution Amount) upon meeting the requirements applicable to the final disbursement.

Project Description:

The Community Mediation Pilot is a one-year initiative led by HRM in partnership with United Way Maritimes, aimed at enhancing community safety and well-being through civilian-led conflict resolution. The project seeks to provide voluntary, confidential, and impartial mediation and conflict coaching services to residents experiencing interpersonal disputes. Its primary goals are to prevent the escalation of

neighbourhood conflicts, reduce reliance on law enforcement and legal systems for non-criminal matters, and empower residents with tools for constructive dialogue. By piloting this alternative dispute resolution model, the project also supports HRM's broader objectives of repositioning policing resources towards core public safety functions while fostering community resilience and cohesion.

Eligible Expenses:

The Contribution Amount shall be used by the Recipient during the term of this Agreement exclusively to support the Project. Eligible expenses include, but are not limited to, costs relating to the following activities:

- (a) Establishing and managing a Project team to coordinate program delivery, support volunteer mediators, and liaise with community stakeholders.
- (b) Recruiting, training, and supervising volunteer community mediators to provide impartial and confidential mediation and conflict coaching services.
- (c) Engaging Neighbourhood Hubs (as further described in Appendix 6) in priority communities to assist with outreach, referral pathways, and local implementation of the Project.
- (d) Conducting stakeholder consultations with municipal staff, Councillors, and community groups to design referral systems and ensure alignment with HRM objectives.
- (e) Developing and implementing a public outreach strategy, including community information sessions, printed materials, and online communications to promote awareness and access to the service.
- (f) Delivering voluntary, community-based mediation and conflict coaching services to residents experiencing interpersonal disputes.
- (g) Evaluating program implementation and outcomes through data collection, participant feedback, and the production of Interim and Final Reports.
- (h) Administering the Project, including scheduling, case management, recordkeeping, and coordination of evaluation efforts.

For further clarity, eligible expenses shall include, but are not limited to, the following:

- (a) Wages or honoraria for Project staff, including the Project Coordinator and Neighbourhood Hub support;
- (b) Costs for venue rentals and supplies for mediator training sessions and community events;
- (c) Marketing and promotional expenses, including the design and printing of flyers, referral cards, and public information materials;
- (d) Modest refreshments for participants and volunteers at training sessions or public outreach events;

- (e) Software licenses or subscriptions required for virtual mediation sessions or program evaluation;
- (f) Travel or transportation costs for staff or volunteer mediators in the course of delivering services;
- (g) Office supplies and administrative costs directly attributable to the Project;
- (h) Interpretation or translation services to support inclusive and equitable access to mediation;
- (i) Minor equipment and furnishings required for the delivery of services, valued under \$1,000;
- (j) Printing of training manuals, intake forms, and evaluation tools.

Total Costs of Project:

The total funds required, including HST, to complete the Project are \$100,000.

Appendix 2

Ineligible Activities, Costs and Expenses

The following are activities, costs or expenses to which Recipient may not apply any portion of the Contribution Amount:

- (a) remuneration to a member or officer of the Recipient's board of directors;
- (b) Subject to the list of eligible expenses in Appendix 1, and unless HRM has provided written permission allowing the following, salaries and wages, benefits, mandatory contributions or employment-related benefits to full and part-time employees of Recipient;
- (c) consulting fees to a member of Recipient's staff or member of Recipient's board of directors;
- (d) debt retirement or related charges or fees;
- (e) investments or savings by Recipient;
- (f) awards or prizes, banquets, dinners, receptions, souvenirs, personal gifts, or donations;
- (g) scholarships or bursaries;
- (h) the purchase of goods for resale;
- (i) capital improvements, furnishings or interior décor of Recipient's offices or buildings;
- (j) fundraising;
- (k) lease, insurance, registration, inspection, repairs or maintenance of private vehicles;
- (l) the purchase of equipment valued above \$1,000;
- (m) the purchase or lease or licence of real property;
- (n) the purchase of storage units to be used for Recipient's operations;
- (o) the purchase of any vehicles, including those which could be used for maintenance or repair of the Recipient's property;
- (p) retroactive expenditures or pre-payment of expenditures for goods and services to be utilized in the following fiscal year; or,

- (q) any other ineligible purposes as reasonably determined by HRM in accordance with HRM legislation and policies and as communicated from HRM to the Recipient, in writing, prior to Recipient incurring the cost or expense.

Appendix 3

Additional Terms and Conditions

1. In accordance with Section 12 of the Agreement, and for the purposes of clarity, at no time shall the Recipient, or any employee, agent, contractor, or volunteer of the Recipient, be considered to be employees, agents, contractors, or volunteers of HRM.
2. Community mediators engaged by the Recipient shall not provide legal advice, nor engage with matters related to residential tenancies, rental registry, real property disputes, family law matters, criminal law matters, labour matters, or active by-law prosecutions.
3. The Project shall be restricted to residents of HRM and shall be made available to those residents at no cost.
4. The Project shall be delivered in such a manner as to provide community mediation services in representative pilot urban, suburban and rural areas as identified by the Recipient and agreed to by HRM.
5. HRM, in its sole but reasonable opinion, may instruct the Recipient, at the Recipient's expense, to alter, modify, relocate or decommission the Project, or any part of the Project, upon 30 days written notice. Subject to the preceding sentence, HRM shall provide as much written notice as reasonably possible if HRM intends to have the Recipient alter, modify, relocate or decommission the Project in accordance with this section.
6. If Recipient is proposing the Project be undertaken on land not owned by HRM, then, prior to the start of the Project, Recipient shall obtain a licence or an easement, or another similar form of written permission from the landowner, so that Recipient may undertake the Project on the land and that the general public may have access to, and use, the area and Recipient shall provide HRM with a copy of written permission prior to commencing the Project.
7. Recipient shall obtain where applicable, prior to the start of the Project, the balance of all financing required for the Project, shall provide HRM with the approval or denial of such funding requests and, if the financial support secured by Recipient amounts to more than the total cost of the Project, shall advise HRM.
8. Recipient shall consult regularly with HRM regarding aspects of the Project including planning, community consultation, authorizations, as well as informing HRM of any Recipient meetings.
9. HRM and the Recipient together, acting reasonably, shall determine the information to be conveyed in print, online or media releases with respect to the Project. HRM shall approve all communications in writing to the Recipient, prior to the release of the communication.

10. If, in its sole but reasonable opinion, HRM determines the Project endangers public safety, creates an emergency situation, or is in violation of any federal, provincial or municipal laws, including municipal by-laws and policies, HRM may instruct the Recipient to immediately alter, modify, relocate or decommission the Project or, if the Recipient is unable to immediately alter, modify, relocate or decommission the Project, HRM may undertake such work and invoice the Recipient accordingly. If applicable, the Recipient shall advise all contributors who worked on the Project that any moral rights are not violated or infringed by such alteration, modification, relocation or decommission of the Project.

Concerned Status

1. The Recipient acknowledges and agrees that HRM may identify concerns with the Recipient and recommend that the Recipient be placed under concerned status. The Recipient will be notified immediately in writing by HRM upon the Recipient being placed under concerned status.
2. Concerned status may occur if the Recipient:
 - (a) shows evidence of not being financially viable;
 - (b) does not meet contractual obligations or minimum requirements outlined in this Agreement; or
 - (c) demonstrates management or governance practices which do not conform with generally acceptable practices in the sector.
3. If the Recipient is placed under concerned status, the Recipient may be required to meet quarterly with HRM for review of the following documentation:
 - (a) profit & loss statement;
 - (b) balance sheet;
 - (c) year-to-date budget;
 - (d) new or updated business plan; and
 - (e) any other documentation reasonably requested by HRM.
4. If the Recipient has been approved for a multi-year financial commitment, placement under concerned status may result in:
 - (a) a lower Contribution Amount;
 - (b) additional conditions placed on the Contribution Amount and any future financial awards; or
 - (c) termination of the Agreement.

Disbursement Conditions

1. Impact of State of Emergency or Health Order

- (a) Recipient shall promptly notify HRM, in writing, if:
 - (i) a state of emergency or a state of local emergency is declared within the geographic boundaries of the Halifax Regional Municipality in accordance with the Emergency Management Act, S.N.S. 1990, c. 8; or,
 - (ii) an order is issued by a medical officer within the geographic boundaries of the Halifax Regional Municipality in accordance with the Health Protection Act, S.N.S. 2004, c. 4,and the declaration or order has a direct, negative impact on the ability of Recipient to perform the Project as contemplated in this Agreement.
- (b) Upon being notified in accordance with Disbursement Condition 1(a), HRM may choose to work with Recipient on a case-by-case basis and may, in HRM's sole discretion, approve any one of, or a combination of, the following:
 - (i) a change to the scope or delivery of the Project;
 - (ii) a change to the disbursement schedule or disbursement conditions associated with the Contribution Amount;
 - (iii) a reduction in the Contribution Amount;
 - (iv) a deferral of the Contribution Amount; or,
 - (v) termination of this Agreement in accordance with its terms.
- (c) Nothing in Disbursement Conditions 1(a) or 1(b) shall be interpreted to limit or otherwise prescribe HRM's management of the Contribution Amount in accordance with the Agreement.

2. After the initial disbursement of the Contribution Amount has been made in accordance with this Agreement, prior to HRM disbursing further portions of the Contribution Amount, Recipient shall provide the following to HRM:

- i. an Interim Report, as set forth in Appendix 4, within the time period set for such Interim Report; and
- ii. a Final Report, as set forth in Appendix 4, within the time period set for such Final Report.

3. Recipient is solely responsible to pay contractors directly, promptly and in accordance with contractors' invoice terms and conditions and HRM shall not be liable for fees or charges associated with late payments to Recipient.
4. HRM may provide other funding to the Recipient for services similar to the Project and such funding will be provided through a separate financial or contractual mechanism executed between the Parties. However, if such funding is for services related to the Project, the Recipient shall report on the Recipient's use of such additional funding in the applicable Interim and/or Final Report.

Appendix 4

Reporting Requirements

Recipient shall provide the following reports no later than the date set forth for each reporting requirement:

1. Interim Reports – Upon request of HRM, Recipient shall, submit Interim Reports in a form satisfactory to HRM. The frequency and timing of Interim Reports shall be as communicated in writing by HRM but shall not exceed 3 Interim Reports during a single fiscal year (April 1 – March 31). Each Interim Report shall contain:
 - (a) details of how the Contribution Amount was used by Recipient in support of the Project;
 - (b) a description of the progress the Recipient made in the fulfilment of the Project activities during the reporting period;
 - (c) how the outcomes achieved relate to the overall goals and objectives of the Project
 - (d) an assessment of any significant delays or challenges in achieving the performance goals and Project objectives; and,
 - (e) the use of any additional funding provided to the Recipient by HRM as contemplated by Section 4 of the Disbursement Conditions.
2. Final Report – Recipient shall submit, no later than 60 days after the completion of each fiscal year, or no later than 60 days after the termination of the Agreement, a written report, in a format and content satisfactory to HRM. Each Final Report shall contain:
 - (a) details of how the Contribution Amount was used by Recipient in support of the Project;
 - (b) a description of outcomes achieved and evidence of any significant Project achievements during the fiscal year;
 - (c) opportunities to use the funds of the Project to leverage additional support and resources; and
 - (d) an assessment of any significant challenges faced in meeting the Project's goals and objectives.

Appendix 5

Insurance

1. Recipient acknowledges and agrees that
 - (a) HRM does not provide any type of accident, health, workers compensation, liability or property (including theft) insurance coverage for the Recipient, or any contractors which it may use to perform the Project, or their property, during the fulfilment of their obligations under this Agreement; and,
 - (b) HRM will not be liable for any loss or damage for which such insurance coverage could have been obtained by the Recipient.
2. The Recipient shall purchase and keep in force throughout the Term of the Agreement, commercial general liability insurance, with Halifax Regional Municipality added as an additional insured, in a form at least as broad as the current Insurance Bureau of Canada commercial general liability insurance or its equivalent, with a cross-liability clause and otherwise in amounts not less than \$5,000,000 inclusive, against all losses, claims, incidents, expenses or costs for personal injury, death or property damage occurring in, on, or about, or resulting from, the Project, and the Recipient will ensure that such insurance coverage remains in effect for the Term and that nothing is done by the Recipient to affect the validity of that insurance policy. The commercial general liability insurance shall be with insurers licensed to do business in the Province of Nova Scotia and on terms reasonably acceptable to HRM. The Recipient shall provide a certificate evidencing this level of insurance coverage upon the reasonable request of HRM.
3. If the Recipient or its contractors are legally obliged to be covered by workers' compensation, the Recipient shall provide to HRM, evidence of this coverage and that the premiums have been paid and are up-to-date.
4. Upon request of HRM, Recipient shall provide HRM with certificates of insurance evidencing the insurance set forth in this Appendix, at the time of signing this Agreement.
5. Recipient shall provide HRM with no less than 30 days notice of any change to, renewal of, or cancellation of, the Recipient insurance as set forth in this Appendix.

Appendix 6

Neighbourhood Hubs

The following Neighbourhood Hubs are identified as priority communities for engagement and participation in the Project. These Neighbourhood Hubs represent geographic areas where United Way Maritimes maintains established community connections and local presence. Participation of individual Neighbourhood Hubs is subject to confirmation and may vary based on capacity, interest, and program relevance. United Way shall engage directly with each Neighbourhood Hub to confirm participation and define local contributions.

Identified Neighbourhood Hubs:

1. Spryfield
2. Fairview
3. Dartmouth North
4. Northend Halifax
5. Musquodoboit Valley
6. Eastern Shore
7. East Preston