

THIS AGREEMENT made the [ ] day of, [ ]

**[Name of Agreement]**

BETWEEN:

**Halifax Regional Municipality (“HRM”)**, a statutory body corporate duly incorporated under the laws of the Province of Nova Scotia,

**of the first part**

AND:

**[Name of recipient organization]**, a [form of incorporation] under the laws of Nova Scotia with a registered office at [civic address]

**of the second part**

AND:

**[Name of recipient organization]**, a [form of incorporation] under the laws of Nova Scotia with a registered office at [civic address]

**of the third part**

**WHEREAS** HRM has created the *HRM Community Facility Partnership Fund* (“Facility Partnership Fund”) in order to facilitate with large scale capital requests from local groups, public institutions, and businesses that are undertaking community infrastructure projects;

**AND WHEREAS** Halifax Regional Council on [date] approved a grant to [name of grant recipient organization(s)], the [ \$ total value of grant] from the Facility Partnership Fund to aid in the construction of the [ name of capital project/building] located at [civic address]

**AND WHEREAS** the [name of property owner] is the owner of the lands on which the [name of capital project or building] will be built, and the [name of organization(s)] has been granted powers of control and management of those lands in [legislation or agreement].

**AND WHEREAS** the [name of property owner or tenant] owns [or has leased] has leased the lands on which the [name of the capital project/building] will be built to the [name of tenant if applicable] ;

**THEREFORE** the parties hereto covenant and agree as follows:

## **Definitions**

**“[name of grant recipient organization(s)]”** means the [name of capital project/building] planned to be built at [location/civic address] on the property of the [name of property owner].

**“Agreement”** means this funding agreement, including all schedules to this agreement, as may be amended from time to time.

**“Funding”** means the moneys to be made available by HRM to the [name of recipient organization(s)], in the amount of [\$ total value of grant].

## **Purpose**

1. The Facility Partnership Fund is designed to enhance HRM’s social and economic sustainability by investing in social and cultural infrastructure that will support economic development in HRM. Development of the [name of the capital project/building] is deemed to meet the goals set out within the Facility Partnership Fund as it will strengthen partnerships within the community, as well as between [partners - business, institution, non-profit sector] and government while fostering innovation and facilitating the development of community infrastructure that will have a long term public benefit throughout all of HRM.

## **Principles**

2. The funding provided by HRM is to be used solely for the construction of the [name of the capital project/building]. In return the [name of grant recipient organization(s)] shall provide recognition commensurate with the level of investment, as specifically outlined in “Schedule B Communications Protocol.”
3. The funding provided for in this Agreement shall be paid by HRM to the [name of grant recipient organization(s)].
4. HRM is not and shall not be a guarantor of the [name of grant recipient organization(s)] or the **[name of capital project/building]** , nor shall there be any contingent or direct liability either implied or express.

5. Nothing in this Agreement will be deemed to create a partnership, agency or joint venture relationship between the parties hereto.

## **Funding and Reporting**

6. Subject to the conditions set out in this Agreement, HRM agrees to provide [\$ total amount of grant] to the [name of grant recipient organization(s)] for the development of the [name of capital project/building].
7. The [name of grant recipient organization(s)] shall provide a detailed operating plan for the first five (5) years that the [name of building] is in operation.
8. Payment by HRM to the [name of grant recipient organization(s)] shall be contingent upon the following conditions:
  - a. [name of grant recipient organization(s)] will have received money for the construction of the [name of capital project/building], from the [if applicable name the major government contributors Federal Government and the Government of the Province of Nova Scotia].
9. The payments by HRM, totaling [\$ total amount of grant], shall represent the complete financial commitment for HRM. There shall be no supplemental or incremental funds available to the [name of grant recipient organization(s)] from HRM. Moreover, HRM shall not be liable for any losses incurred by the [name of grant recipient organization(s)]
10. HRM agrees to remit to the [name of grant recipient organization(s)] [number of installments (x)] payments totaling [\$ total amount of grant]:
  - a. The first payment shall be made in the amount of [\$ first instalment] upon proof being provided to HRM by the [grant recipient organization(s)] of a fully executed construction contract.
  - b. The second payment shall be made on proof that 50% of the construction of the [name of capital project/building] has been completed, in the amount of [\$ second instalment]
  - c. The third payment shall be made on proof that 100% of the construction of the [name of capital project/building] has been completed, in the amount of [\$ third and final payment]. Proof must be in the form of a Certificate of Completion delivered to HRM by the architect in charge of the project.
  - d. Upon completion of the [name of capital project/building], the [name of grant recipient organization(s)] shall deliver a final report to HRM within three (3) months of the completion of the project.
  - e. The report provided to HRM shall include a description of all work done, a financial statement for the period covered by the reports, and describe all aspects of the work as they meet the desired criteria and outcome measures outlined in "Schedule A: Project

Specific Outcomes.”

### **Right of Audit**

11. HRM may audit and inspect accounts, records, receipts, invoices, vouchers, and other documents relating to the funding provided for the [name of capital project/building]. The audit and inspection rights include, but are not limited to:
  - a. The [name of grant recipient organization(s)] shall preserve all accounts, records, receipts, vouchers and all other documents, as outlined above, for a period of three years from the date of the final report made to HRM by the [name of grant recipient organization(s)] of the money provided by HRM for the [name of capital project/building].
  - b. Access to the accounts, records, receipts, invoices, vouchers and all other documents relating to the purchase of supplies for, and the construction of the [name of capital project/building]. HRM will have the right to make copies of any or all of this material and to take extracts therefrom.

### **Indemnification**

12. The [name of grant recipient organization(s)], both during and following the expiry or termination of this Agreement, indemnify and save HRM, its employees and agents, harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the [name of grant recipient organization(s)], their officers, directors, employees, contractors, or agents in connection with anything purported to be or required to be provided by or done by the [name of grant recipient organization(s)] pursuant to this Agreement. This provision shall survive the termination of this Agreement.
13. If a Force Majeure Event occurs which prevents the [name of grant recipient organization(s)] from completing the [name of capital project/building] the [name of grant recipient organization(s)] will return any unused moneys provided by HRM without any further liability or obligation. For purposes of this clause, a Force Majeure Event means any cause not entirely within the control of the [name of grant recipient organization(s)] and which it could not by exercise of reasonable diligence have avoided as the result of fire or other act of God, riot, labour strike, national or local emergency.
14. In the event of bankruptcy or insolvency on the part of the [name of grant recipient organization(s)] prior to completion of the [name of capital project/building], HRM shall not be required to complete payment under the terms of this Agreement.

### **[Name of grant recipient organization(s)] Covenants**

15. The [name of grant recipient organization(s)] shall retain for the duration of the construction phase, a professional architect to manage the project.
16. The [name of grant recipient organization(s)] covenant that they shall not now, or any time in the 20 years from the date of this Agreement, apply for consideration for any full or partial exemption from real property tax or any other municipal fee or levy.
17. The [name of grant recipient organization(s)] recognizes that the funding provided by this Agreement is the only funding it shall receive from HRM. It waives all right to apply for and receive any form of municipal grant, donation or incentive.

### **Governing Law**

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

### **Assignment**

19. The [name of grant recipient organization(s)] shall not assign this Agreement or any portion of it, or allow its obligations under this Agreement to be performed by any person without the prior written consent of HRM, which consent may be withheld in HRM's sole discretion. Further, any sale, change of control or change of status at the Registry of Joint Stocks of the [name of grant recipient organization(s)] shall be deemed to be an assignment under this Agreement.

### **Notice**

20. Any notice, demand, request herein provided or permitted to be given by either party hereto to the other shall be in writing and may be served by personal service, or facsimile, addressed as follows:

1. To [name of grant recipient organization] at:

Civic address

Phone: (902) xxx-xxxx

Fax: (902) xxx-xxxx

Attention: [name]

2. To [name of grant recipient organization if different from above] at:

civic address

Phone: xxx-xxxx

Fax: xxx-xxxx

Attention: [name]

3. To HRM  
P.O. Box 1749  
Halifax, Nova Scotia, B3J 3A5  
Phone: (902) xxx-xxxx  
Fax (902) xxx-xxxx  
Attention: [name], Chief Administrative Officer

### **Amendments**

21. This agreement may only be amended by all parties in writing.

### **Severability**

22. If any term of this Agreement is held to be unenforceable by a court, that term will be severed from this Agreement and the rest of this Agreement will remain in force unaffected by the severance of that term.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be properly executed on the date hereinbefore set forth

SIGNED, SEALED AND DELIVERED  
In the presence of:

### **HALIFAX REGIONAL MUNICIPALITY**

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Mayor [name]

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Municipal Clerk

**[NAME OF GRANT RECIPIENT ORGANIZATION]**

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[name of organization]

**[NAME OF GRANT RECIPIENT ORGANIZATION IF DIFFERENT FROM ABOVE]**

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[name of organization]

## SCHEDULE "A"

### PROJECT SPECIFIC OUTCOMES

1. Criteria: Demonstrate consistency with the guiding principles of the Community Facility Partnership Fund by constructing an iconic, environmentally sustainable building [location] which is accessible to a diverse community of interests and provides a venue that is conducive for the development of local initiatives.

Outcome measures: LEED certified construction, leverage public investment to develop a [\$total project budget Million] [name of capital project/building] at [civic address].

2. Criteria: Support implementation of HRM's [name specific strategy] by providing opportunities for [briefly list target market beneficiaries of the project eg. business, non-profit sector, participants or audience].

Outcome measures: [list in point form specific to type of project and intended outcomes].

3. Criteria: Support implementation of HRM's [name] by furthering objectives related to [briefly list specifics]

Outcome measures: [list specific to project]

4. Criteria: Enhance HRM's brand recognition and reputation locally and internationally by developing a landmark, iconic building at in the [location].

Outcome measures: [list specific to project identified alphabetically ie. a), b) c) etc].

## SCHEDULE "B"

### COMMUNICATIONS PROTOCOL

Halifax Regional Municipality and the [name of grant recipient organization(s)] have agreed that the public has a right to transparency and public accountability, which is best served by full information about the benefits of this new deal for the municipality and its communities.

This communications protocol establishes the principles and practices that will guide all announcements and events related to this agreement, funding to parties in the agreement and the agreement itself. Communications activities may include, without limitation, major public events or announcements, or communications products such as speeches, press releases, websites, advertising, promotional material or signage.

**Halifax Regional Municipality and the [name of grant recipient organization(s)] have agreed that:**



1. A public event will mark the signing of the agreement. This event will be developed by communications officials from Halifax Regional Municipality and the [name of grant recipient organization(s)], and will provide for other government involvement and media participation.
2. In addition to joint communications activities, Halifax Regional Municipality and the [name of grant recipient organization(s)] may include messaging in their own communications products and activities, around their commitment to the funding contribution and other initiatives and investments in the municipality and other communities.

**Halifax Regional Municipality agreed that:**

1. It will make periodic announcements, through public events, press releases and/or other mechanisms, regarding the transfer of funds to the [name of grant recipient organization(s)] for allocation to the new [name of capital project/building].
2. It will make regular announcements, on the status of the project and the benefits it will provide to the community. Key milestones may be marked by public events, press releases and/or other mechanisms.
3. It will report regularly to the public on outcomes of the investments entered into under this agreement.

**The [name of grant recipient organization(s)] agreed that:**

1. All communications referring to the projects supported under this agreement will clearly acknowledge the contributions made by the Halifax Regional Municipality.
2. All communications materials referring to the contributions made by the Halifax Regional Municipality as part of this funding agreement will be accompanied by the use of the Halifax Regional Municipality logo.
3. It will ensure permanent signage at the location of the project receiving funds under this funding agreement, prominently identify the Halifax Regional Municipality and include its corporate logo. Where there is no fixed location for signage, a prominent marker will recognize the Halifax Regional Municipality's contribution. All signage/plaques will be located in such a way as to be clearly visible to users, visitors and/or passersby.

**General**

1. The timing of public events shall be sufficient to allow for all involved parties and stakeholders to plan their involvement. Each party shall provide a minimum of 7 days notice of an event or announcement.
2. The parties to the agreement will each receive appropriate recognition in joint communications materials.

3. Joint communications material and signage will reflect Halifax Regional Municipality communications policy, including municipal graphics guidelines.