

# HALIFAX

P.O. Box 1749  
Halifax, Nova Scotia  
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**Item No. 14.1.4**  
**Halifax Regional Council**  
**October 17, 2017**

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

Original Signed by 

**SUBMITTED BY:** Jacques Dubé, Chief Administrative Officer

**DATE:** October 4, 2017

**SUBJECT:** Navigator Street Outreach Program Funding 2017-2020

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## **ORIGIN**

July 2017 – Request for \$45,000/year from the municipality to support the delivery of services provided to homeless and street-involved individuals in the urban core made jointly by the Downtown Halifax Business Commission and the Spring Garden Area Business Association (see Attachment 1).

## **LEGISLATIVE AUTHORITY**

The Halifax Regional Municipality Charter, 2008, c. 39, s. 1. subclause 79 (1)(av)(v) “The Council may expend money required by the Municipality for... av) a grant or contribution to ... (v) any charitable, nursing, medical, athletic, educational, environmental, cultural, community, fraternal, recreational, religious, sporting or social organization within the Province.”

## **RECOMMENDATION**

It is recommended that Halifax Regional Council

1. Approve an annual grant of \$45,000 to the Downtown Halifax Business Commission and Spring Garden Area Business Association for the Navigator Street Outreach Program for fiscal years 2017/2018, 2018/2019 (subject to budget approval), and 2019/2020 (subject to budget approval).
2. Authorize the Mayor & Municipal Clerk to execute the attached grant agreement between Downtown Halifax Business Commission (DHBC), Spring Garden Area Business Association (SGABA) and Halifax Regional Municipality.

## **BACKGROUND**

### **Navigator Program Origins and Overview**

The Navigator Street Outreach program (NSOP) was launched in May 2008 to address homelessness and panhandling in Halifax and Dartmouth's downtown business districts. NSOP supplements existing social services aimed at street-involved and homeless individuals. The program is a proactive, positive lifeline for individuals who struggle with securing and maintaining housing and employment due to addictions, mental health issues and homelessness

NSOP works on the street, as opposed to within the shelter system. NSOP supports unsheltered street involved and homeless individuals who are unwilling or unable to access provincially-funded support persons that work out of Halifax's shelters. NSOP staff also work extensively with clients who lack official documentation. Without documentation, street involved and homeless individuals face significant challenges in renting accommodations, finding employment and accessing government programs.

A significant number of NSOP's clientele have multiple addictions and/or physical or mental health concerns, putting them at higher risk of cyclical homelessness and unemployment. Often behaviours associated with mental health and/or addictions create barriers that are difficult to overcome without assistance. Low income levels and/or income instability exacerbates these problems for homeless and street-involved individuals.

### **Historical Municipal Funding of NSOP**

In July of 2015, Regional Council approved a one-time NSOP contribution in the amount of forty-five thousand dollars (\$45,000) to be provided in the 2016/2017 fiscal year. This grant was made in accordance with the terms set out in a Council-approved grant agreement.<sup>1</sup> Prior to 2016-2017, annual municipal funding for NSOP had been provided through the municipality's Business Improvement District (BID) Contribution Fund (\$34k in 2011/12; \$34k in 2012/13; \$37k in 2013/14 and \$39k in 2014/15).<sup>2</sup>

## **DISCUSSION**

**Municipal Responsibility for Social Services:** The municipality does not have primary responsibility for social services. However, it is within Council's purview to financially support the delivery of some social services (of the nature provided by the NSOP) within the authority conferred by the Charter.

**Council Priority Outcomes:** The NSOP works with street-involved and homeless individuals to cultivate their potential to be engaged, healthy, contributing members of the community. Its work touches on multiple Council priority outcomes including healthy, liveable communities, economic development and public safety:

- **Housing and Livability:** NSOP, in helping individuals to access the municipality's supply of safe, affordable housing, has the potential to advance Council's healthy and livable communities priority outcome. Access to housing is integral to livability. While the municipality is not responsible for providing subsidized housing or delivering housing-related social services, its planning documents, processes and regulations must address affordable housing, special-needs housing and rental accommodation.<sup>3</sup>

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<sup>1</sup> See Halifax Regional Council session minutes from July 21, 2015  
<http://legacycontent.halifax.ca/council/agendasc/documents/c150721.pdf>

<sup>2</sup> Eligible BID Contribution Fund projects are approved annually by the municipality's Grants Committee. The Contribution Fund funding pool is currently \$107,000/year and is shared among the municipality's eight BIDs on a proportional basis (tied to BID area rate levies). The fund is administered by Finance staff.

<sup>3</sup> This includes assessing the need and supply of these housing types and developing appropriate solutions See <http://www.novascotia.ca/just/regulations/regs/mgstmt.htm> for the Statement of Provincial Interest Regarding Housing.

Currently, the municipality also supports affordable housing through (a) selling municipal properties at below market value to non-profit housing providers; (b) offering tax reduction and tax deferral programs; and (c) awarding community grants for affordable and supportive housing initiatives.

- **Economic Development:** NSOP, in helping to transition street involved and homeless off the street, has the potential to advance Council's economic development priority outcome. NSOP was launched to reduce panhandling in Halifax's urban core that reduces business district attractiveness. NSOP staff work with individuals to provide alternatives to panhandling through employment support. Facilitating access to provincial and federal income support also provides increased income stability and reduces reliance on panhandling as a primary (or exclusive) source of income.
- **Public Safety:** Supportive, safe housing is critical to public safety. Those experiencing homelessness are more likely to become victims of crime. Once an individual has access to safe, secure and affordable housing, other issues (such as mental health, addictions, income security and employability) can be more appropriately addressed. NSOP, in helping individuals to secure safe housing, improves public safety for vulnerable residents.

**Intended Use of Funds:** Downtown Halifax Business Commission and Spring Garden Area Business Association are requesting a NSOP contribution in the amount of forty-five thousand dollars (\$45,000) to be provided in the 2017/2018 fiscal year. They have also requested that municipal funding for NSOP be provided on an annual basis for the foreseeable future. The requested municipal grant would be used to fund work with street involved and homeless individuals.

**Annual Report and Budget:** NSOP staff have produced an annual report detailing activities undertaken in 2016/2017 (see Attachment 2). A budget outlining anticipated NSOP revenues and expenditures has been provided for 2017/2018 (see Attachment 3).

**Contribution Agreement:** If Regional Council approves NSOP funding for fiscal 2017/2018, staff recommend that the grant be made in accordance with the attached Agreement (see Attachment 4). The Agreement sets out the terms and conditions governing a municipal contribution, including value of grant, scope of work and reporting expectations. The Agreement is renewable, subject to approval by Halifax Regional Council of funding through the Municipality's annual budget process.

### **FINANCIAL IMPLICATIONS**

There are sufficient funds in E400 - 8004 to cover a contribution in the amount of forty-five thousand dollars (\$45,000) for the 2017/2018 fiscal year. Funding for fiscal years 2018/2019 and 2019/2020 will be subject to approval of sufficient funds through the budget process.

**RISK CONSIDERATION**

**Recommendation: Fund the Navigator program in fiscal 2018/2019**

<b>Risk</b>	<b>Likelihood (1-5)</b>	<b>Impact (1-5)</b>	<b>Risk Level (I/L/M/H/VH)</b>	<b>Mitigation</b>
Financial	–	–	–	N/A
Environmental	–	–	–	N/A
Service Delivery	–	–	–	N/A
People	–	–	–	N/A
Reputation	1	1	L	
Legal and Compliance	–	–	–	N/A

**Alternative 1: Decline to fund the Navigator program in fiscal 2018/2019**

<b>Risk</b>	<b>Likelihood (1-5)</b>	<b>Impact (1-5)</b>	<b>Risk Level (I/L/M/H/VH)</b>	<b>Mitigation</b>
Financial	–	–	–	N/A
Environmental	–	–	–	N/A
Service Delivery	–	–	–	N/A
People	–	–	–	N/A
Reputation	2	2	L	N/A
Legal and Compliance	–	–	–	N/A

**COMMUNITY ENGAGEMENT**

Consultations with Business Improvement District (BID) Executive Directors regarding the scope and nature of the Navigator program were undertaken in 2016. No further consultation regarding the Navigator Program was undertaken during the preparation of this report.

**ENVIRONMENTAL IMPLICATIONS**

Implications not identified.

**ALTERNATIVES**

1. Regional Council could decline provide a grant for the Navigator Street Outreach Program for fiscal 2018/2019 and 2019/2020 at this time.
2. Regional Council could request amendments to the current grant agreement.

**ATTACHMENTS**

Attachment 1	Formal Navigator Program funding request submitted July 2017
Attachment 2	Navigator Program Annual Report (2016-2017)
Attachment 3	Navigator Street Outreach Program Budget (2017-2018)
Attachment 4	Navigator Street Outreach Program Grant Agreement

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A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Scott Sheffield, Government Relations & External Affairs, 902.490.3941

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# **Attachment 1**

**Formal Navigator Program  
funding request submitted July 2017**



July 16, 2017

Dear Mayor Savage and HRM Regional Councillors,

Downtown Halifax Business Commission and Spring Garden Area Business Association are requesting that HRM continue to support the Navigator Street Outreach Program (NSOP) for \$45,000 for the fiscal year 2017-18. We would also request that this funding be made on an annual basis for the foreseeable future.

Since its inception in 2008, NSOP has been instrumental in connecting street involved persons with necessary services, whether that be housing, shelter, employment, medical or mental health assistance, or addiction treatment. NSOP does not duplicate existing services, offered by a variety of government and not-for-profit organizations, but it does connect them in a tangible way at the street level. The clients of NSOP tend to congregate in the urban core, but come from all parts of the municipality, as documented in the 2016-17 annual report, which is attached.

The Navigator program is a made-in-Halifax model, but it was inspired by other cities in Canada and the US where such a program is an integral part of an overall plan to end homelessness and address issues of poverty, as they manifest themselves on city streets. We feel this program is also integral to Halifax's new Poverty Solutions Strategy, and welcome NSOP's invitation to sit on the Advisory Committee.

HRM's continued financial commitment, which would match that of the private sector, would go a long way to providing stability to this important program.

Respectfully submitted,

Paul MacKinnon  
Executive Director  
Downtown Halifax Business Commission

Juanita Spencer  
Executive Director  
Spring Garden Area Business Association

cc Jacques Dubé , HRM Chief Administrative Officer  
Maggie MacDonald, HRM Government Relations and External Affairs  
Scott Sheffield, HRM BID Coordinator

# **Attachment 2**

## **Navigator Program Annual Report (2016-2017)**





### Annual Report 2016-2017

Built on the belief that everyone should have equal access to social services, the mission of the Navigator Street Outreach Program (NSOP) is to support individuals who are precariously housed, homeless and/or street-involved to address barriers in accessing housing, education, employment, mental health supports, addictions treatment, social programs, and health care. NSOP works collaboratively with a variety of community organizations in efforts to ensure that services users have access to the appropriate supports and services required to promote long-term sustainable change. NSOP is a low-barrier service that is consumer driven and operates from a harm reduction lens.

From the time of June 2016 to March 31st, 2017 NSOP connected with 222 different individuals across Halifax Regional Municipality who were precariously housed, homeless and/or street-involved. Service users access the program via outreach, self-referral, or referral from another service provider. Based on those service users who have accessed the program, NSOP has compiled the following information to illustrate service user demographics based on self-report or observed behavior.

Category	Number of Clients	%
Female	58	26%
Male	163	73%
Transgendered	1	1%
Youth (16-24)	23	10%
Senior (55+)	27	12%
Panhandled	108	49%

### Employment Support

Where individuals are motivated and assessed to be job-ready, the NSOP is able to offer necessary supports to assist them in securing and maintaining employment. This support ranges from providing bus tickets to get to the work site; to replacing identification (in order to apply for work, open bank account, or cash checks); to providing necessary work tools, clothing or specialized equipment (interview appropriate clothing, steel-toed boots, anti-skid shoes) Payment for specialized training programs (safe food handling, traffic control course, fall arrest course). Some individuals may also be offered assistance to return to their home community or relocate to another city if they have secured full-time employment.

In 2016-2017, NSOP supported 23 individuals in securing and/or maintaining employment and an additional 11 individuals with upgrading their education. The specific services provided are listed in the table below. It should be noted that not all services are at a financial cost to NSOP. There are incidences where NSOP collaborates with local organizations, making referrals to work programs, applying for subsidies to attend local colleges and training programs that are at no cost to NSOP or the participant.  
Table 2: Direct Employment Support Programs

Service	Clients Served	Cost
Lunch Program	7	\$263.75
Work Equipment	16	\$1293.70
Transportation	14	\$324.55
Phone Program	8	\$408.24
Education/Training	11	\$629.98
Employment Relocation	5	\$343.43
Other	24	\$50.14
<b>Totals</b>		<b>\$3313.79</b>

### Stories of Success

An individual who was experiencing homelessness and struggling concurrently with mental health and addictions issues was referred to NSOP via a community organization for assistance with receiving their identification. NSOP worked with this individual to attain three pieces of government issued id. During meetings with NSOP, this person reported that they no longer wanted to have to panhandle. NSOP supported this person to complete his referral to a local work activity program where they received training along with a training allowance. This individual has graduated from the program, upgrading their education and is currently looking for work. Reporting a renewed sense of self-confidence and feelings of accomplishment, NSOP worked with them to secure their apartment and explore addictions treatment options in the community.

An individual who had been experiencing addictions issues and had completed treatment programs had secured full-time employment out of province. With a week to meet the requirements for the job, and no financial means, they were unable to obtain the necessary work equipment. At the time of initial contact, this person had been couch surfing, attempting to save funds to replace their identification, purchase work boots, tools, and some personal care items. NSOP worked with the individual and collaborated with local community service providers to secure the necessary equipment for the job, food cards and draw from our donations of personal care items to assist. This individual continues to maintain their employment and sobriety present day.

### Housing Support

Individuals received help with housing searches, damage deposits, identification, power and phone arrears, rental arrears, transportation to viewings, securing funding and references.

Of the 222 service users of NSOP:

- **29** individuals (plus 2 children under 16) secured housing
- **15** evictions were prevented (plus 1 children under 16)
- **8** individuals were assisted in relocating to their home community

**Table 3: Housing Support Service Breakdown**

<b>Intervention</b>	<b>Services Provided</b>	<b>Cost</b>
Apartment Set Up Kit	12	\$751.05
Damage Deposit	5	\$875.00
Evictions Prevented	15	\$702.50
Power Arrears	6	\$381.90
Pest Control	4	\$168.92
Relocation	8	\$1255.06
Other		\$223.78
<b>Total</b>		<b>\$4358.21</b>

**Stories of Success**

Over the course of numerous months, NSOP reached out to an individual who had been sleeping rough for a number of years. Through relationship building, working with the individual and collaborating with other social services, we were able to break down barriers affecting their access to social and health care services. Eventually, when this person decided that they were ready, we secured housing of their choice. This individual no longer panhandles given that being housed qualifies them to receive income assistance as a result of their disability.

**Navigation**

Many of the service users who work with NSOP seek assistance in Navigating and accessing multiple supports and services. Often services provided are multiple rather than singular. The barriers faced by NSOP's service population are complex and overlapping, often seeming so mountainous that being able to overcome such circumstances can appear insurmountable. NSOP works with services users to determine what is they want to achieve and draw upon their strengths, our resources and those of other social services to assist in achieving their goals. A significant portion of the role of the NSOP program is that of an advocate. Individuals who are wanting to access addictions services, mental health supports, income assistance, employment programs, etc., can be unable or unwilling to do so for a multitude of reasons. Fear of social systems, the stress of experiencing homelessness, poverty, mental health issues, addictions concerns, transportation, not having a contact number, among other components, are all barriers to accessing services. NSOP will often work with the individual and other service providers to set up and attend appointments with the service user to ensure that their access to services is smooth and issue free.

**Table 3: Service Provision and Other Supports**

<b>Service</b>	<b>Clients Served</b>	<b>Cost</b>
Identification	59	\$1157.75
Emergency Food	26	\$543.48
Emergency Clothing/Boots	114	\$257.53
Phone Support	6	\$289.98
Transportation	121	\$520.93
Mental Health & Addictions Support	28	\$362.81
Physical Health & Medication Support	13	\$371.09
<b>Totals</b>		<b>\$3503.57</b>

For individuals that identify struggles with mental health (or are identified by the greater community as potentially in need of assistance), NSOP works with community partners to ensure that people have the opportunity to access the appropriate services. For many, starting and following through with mental

health and addictions services can be daunting, not knowing where to start. NSOP assists with setting up appointments, transportation to appointments and coordinating follow-up. Assistance is offered to access treatment options, complete referral processes or support with transportation to Detox Units across the province. Approximately 46% of individuals engaged had mental health concerns. Approximately 73% of individuals engaged struggled with at least one addiction. Approximately 24% of individuals struggle concurrently with addictions and mental health

### **Partnerships and Community Engagement**

**Partnerships:** In 2016-2017, NSOP worked with a number of community partners to ensure that precariously housed, street-involved and/or homeless individuals had access to appropriate resources and services. Key among these:

- Mobile Outreach Street Health (MOSH)
- Mobile Outreach Street Health Housing First
- St Mary's Basilica- Our Daily Bread Outreach
- Shelter Nova Scotia
- Mi'kmaw Native Friendship Center
- Mainline Needle Exchange
- Direction 180
- Access Nova Scotia
- Salvation Army
- Out of the Cold Shelter
- Dalhousie Social Work Clinic
- Dalhousie Legal Aid
- Metro Works
- Adsum for Women & Children
- Halifax Housing Help
- Metro Turning Point
- Landlords throughout HRM
- Barry House
- Saint Vincent de Paul

For more information regarding Navigator Street Outreach, please contact:

Sacha Anderson, Ccr, BSW, MSW, RSW  
Program Coordinator  
P: (902) 209-6517  
E: navigatorstreetoutreach@yahoo.com

# Attachment 3

## Navigator Street Outreach Program Budget (2017-2018)

### Revenue

Downtown Halifax Business Commission \$31,500  
Spring Garden Area Business Association \$13,500  
Halifax Municipality (Ad Hoc Contribution Request) \$45,000  
**Total Revenue \$90,000**

### Expenditures

Program\* \$31,382  
Wages and Benefits (1 FTE) \$68,618  
**Total Expenditures \$90,000**

\*Program expenditures include a variety of expenses including, but not limited to the following costs: identification replacement; basic work tools, clothing or specialized equipment (steel-toed boots, anti-skid shoes); training; damage deposits; power, rental or phone arrears; transportation (bus tickets etc.).

# **Attachment 4**

## **Navigator Street Outreach Program Grant Agreement**

**NAVIGATOR PROGRAM  
GRANT AGREEMENT**

**THIS AGREEMENT** is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

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

OF THE FIRST PART

- and-

**Downtown Halifax Business Commission**, a society in the Province of Nova Scotia ("the DHBC")

- and-

**Spring Garden Area Business Association Limited**, an association in the Province of Nova Scotia limited by guarantee ("the SGABA")

OF THE SECOND PART

**WHEREAS** the DHBC and the SGABA jointly operate a program of services provided to homeless and street-involved individuals in the urban core (the "Navigator Program").

**WHEREAS** a request for municipal support for the Navigator Program was made jointly by the DHBC and the SGABA.

**WHEREAS** Halifax Regional Council on **XXXX DATE** approved an annual grant of forty-five thousand dollars (\$45,000) to the Navigator Program in the 2017/2018, 2018/2019 and 2019/2020 fiscal years.

**IN CONSIDERATION** of the mutual conditions and covenants contained herein and the provision of other valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

**Definitions**

1. Where used herein or in any amendments hereto, the following terms shall have the following meanings:
  - (a) "Client" means a homeless or street-involved individual situate in Halifax;
  - (b) "Grant" means an annual contribution in the amount of forty-five thousand dollars (\$45,000) to be provided from the Municipality to the DHBC (subject to budget approval) in the 2017/2018, 2018/2019, and 2019/2020 fiscal years in accordance with the terms set out in this Agreement; and
  - (c) "Project" means the Navigator Program and more particularly means the work undertaken by the DHBC and the SGABA using the Grant, such work being more specifically detailed in Section 6 herein.

**Term**

2. The term of this agreement shall commence on the date that this Agreement is executed and continue in force until March 31<sup>st</sup>, 2020.

**Grant**

3. The Municipality shall provide the 2017/2018 fiscal year Grant to the DHBC within thirty (30) days from the date that this Agreement is executed.
4. The Municipality shall provide the 2018/2019 and 2019/2020 fiscal year Grants to the DHBC no later than September 1<sup>st</sup> in each fiscal year.
5. The provision of the Grant for each fiscal year is subject to approval by Halifax Regional Council of funding through the Municipality's annual budget process.

**Use of Grant**

6. The Grant shall be used by the DHBC and the SGABA during the term of this Agreement exclusively to support the following Project work:
  - (a) Physical and Mental Health Support: Connect Clients to services for physical and mental health. Provide advocacy with health provider personnel.
  - (b) Addictions Support: Assist Clients to access addiction services (detox, residential treatment and counselling). Provide transportation support for Clients accessing addictions programs located outside of the urban core
  - (c) Income Support: Assist Clients to access income supports (e.g. Income Assistance and Canada Pension Plan (CPP)). Provide advocacy with income assistance personnel.
  - (d) Justice System Support: Attend court with Clients, liaise with probation officers and offer options for completing community service hours.
  - (e) Employment Support: Assist Clients to secure and maintain employment.
  - (f) Housing Support: Provide individualized housing and eviction prevention support to Clients and their families.

**Reporting Requirement**

7. Within sixty (60) days of the termination or expiry of this Agreement, the DHBC and the SGABA shall provide a detailed Final Report to the Municipality particularizing how the Grant was used and detailing the results that were achieved.
8. The Final Report shall report on the number of Navigator Program clients that:
  - (a) secured employment;
  - (b) received training;
  - (c) secured housing;
  - (d) secured identification;
  - (e) received clothing;
  - (f) were referred by Navigator Program staff to:
    - i. addiction support programs and services;
    - ii. physical and mental health programs and services;
    - iii. income support programs and services;
    - iv. justice system programs and services;
    - v. employment support programs and services; and



- vi. housing support programs and services;
- (g) were referred to the Navigator Program by:
- i. Downtown Dartmouth Business Improvement District;
  - ii. Main Street Dartmouth Business Improvement District;
  - iii. Quinpool Road Business Improvement District;
  - iv. North End Business Improvement District;
  - v. Spryfield Business Improvement District; and
  - vi. Sackville Business Improvement District.
9. The parties acknowledge and agree that the Final Report may be used by the Municipality in its consideration of any future requests for funding from DHBC and/or SGABA.

**Access to Financial Information**

10. 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 DHBC and SGABA regarding the Project.

**Acknowledgement**

11. In all communications associated with the Project the DHBC and the SGABA shall credit the Municipality as a contributor to the Project.

**Relationship**

12. The DHBC, the SGABA, and any employee, servant, agent, contractor or volunteer of the DHBC or the SGABA are not employees, agents, contractors or volunteers of the Municipality.
13. The parties hereto are independent of one another, and nothing herein shall be deemed to create a joint venture or partnership amongst them.
14. Neither DHBC nor the SGABA shall have any authority to represent, act on behalf of, or bind the Municipality.
15. All persons involved in the management, administration and operations of the Project, including the Executive Director, will be the responsibility of the DHBC or the SGABA. The wages, salaries and benefits of such persons shall be paid solely and directly by the DHBC or the SGABA.
16. The DHBC and the SGABA acknowledge and agree that each is jointly and severally liable for the obligations and liabilities owing to the Municipality under this Agreement.

**General**

17. Any modification of this Agreement must be in writing and signed by all parties or it shall have no effect and it shall be void.
18. No failure by a party to exercise any right under this Agreement or to insist upon full compliance by the other parties as to their respective obligations under this Agreement will constitute a waiver of any provision of this Agreement.
19. Headings contained herein are included solely for convenience and shall not be considered part of this Agreement.
20. The DHBC and the SGABA shall not assign this Agreement, in whole or in part, without the prior written permission of the Municipality.
21. The DHBC and SGABA agree to indemnify and hold free and harmless the Municipality, its mayor,

councillors, officers, employees, agents and volunteers from and against all actions, claims, costs, demands, damages, suits or proceedings howsoever caused, arising from the DHBC's or the SGABA's execution of their respective obligations under this Agreement, save for the gross negligence of the Municipality, its mayor, councillors, officers, employees, agents and volunteers. This section shall survive the termination of this Agreement.

22. This Agreement constitutes the entire agreement respecting the subject matter hereof between the Municipality, the DHBC and the SGABA and supersedes all prior agreements representations, warranties, statements, promises, information, arrangements and understandings respecting the Project, whether oral or written, express or implied.
23. Should any part of this Agreement be determined to be void by a competent judicial or legislative authority, the remainder shall be valid and enforceable.
24. This Agreement shall be governed by, and interpreted in accordance with, the laws of the Province of Nova Scotia and the laws of Canada. Any disputes with regard to this Agreement shall be adjudicated in Halifax, Nova Scotia.
25. The DHBC and the SGABA hereby acknowledge that the Municipality is subject to Part XX of the *Municipal Government Act* (SNS 2008 c 39) regarding Freedom of Information and Protection of Privacy.

**[Remainder of this page intentionally left blank]**

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

**DOWNTOWN HALIFAX  
BUSINESSS COMMISSION**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Chair of the Board

I/we have authority to bind the society

**SPRING GARDEN AREA BUSINESS  
ASSOCIATION**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Chair of the Board

I/we have authority to bind the association

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Municipal Clerk

I/we have authority to bind the Municipality