

HALIFAX

P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 11.1.3
Halifax Regional Council
January 12, 2021

TO: Mayor Savage and Members of Halifax Regional Council

SUBMITTED BY: Original Signed by 

Jacques Dubé, Chief Administrative Officer

DATE: August 16, 2020

SUBJECT: Kindness Meter Agreement

ORIGIN

April 11, 2017 – Regional Council motion:¹

THAT Halifax Regional Council:

1. Direct staff that procurement documents for parking pay stations specify that the pay stations have the ability to be programmed to accept charitable donations.
2. Direct staff that parking pay stations be programmed to accept charitable donations when they are installed (expected in summer of 2018).
3. Once parking pay stations are installed and operating, direct staff to negotiate a Contribution Agreement with United Way of Halifax Region for kindness meter funds to advance identified charitable purposes and return to Council with the resulting Contribution Agreement or key terms.

LEGISLATIVE AUTHORITY

HRM Charter, S.N.S 2008, c.39
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;

...

RECOMMENDATION ON PAGE 2

¹ See <http://legacycontent.halifax.ca/council/agendasc/170411rc-agenda.php> and <http://legacycontent.halifax.ca/council/agendasc/documents/c170411.pdf>

(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.

RECOMMENDATION

It is recommended that Halifax Regional Council direct and authorize the Chief Administrative Officer to execute the Contribution Agreement between United Way Halifax Region (UWH) and Halifax Regional Municipality as per Attachment 1.

BACKGROUND

In September 2016, Community Planning and Economic Development (CPED) Standing Committee requested a staff report to evaluate a proposal to dedicate revenue from select parking meters ("kindness meters") to a United Way Halifax fund targeting street involved people. In March 2017, staff delivered a recommendation report in response to CPED's motion.²

In the March 2017 report, staff recommended that Halifax adopt the approach taken by Calgary's Road Home program.³ Regional Council supported staff's recommendation and directed that parking pay stations be programmed to accept charitable donations when they are installed.⁴ Staff also recommended that United Way Halifax manage the revenues generated through parking pay-station donations. Regional Council supported staff's recommendation and directed staff to negotiate an Agreement with United Way of Halifax Region.⁵

DISCUSSION

Further to Regional Council's direction, staff has negotiated an Agreement with United Way of Halifax Region. Staff recommend that kindness-meter-revenue be dealt with in accordance with the attached Agreement (see Attachment 1). The Agreement sets out terms and conditions, including: term, use of funds; auditing rights and obligations; and reporting expectations.

FINANCIAL IMPLICATIONS

Charitable revenues generated through parking pay-station donations flow through to United Way Halifax per the terms of the Agreement. In the event there are insufficient donations to offset the cost of fees, HRM will be required to absorb this through the operating budget's NSF account M550 - 5509. Transaction fees would only exceed donations in cases where customers' credit cards are dishonored, or customers dispute the charge. If, on balance, donations exceed charges, HRM will not need to absorb any transaction fees associated with dishonoured cards or disputed transactions. The Agreement stipulates that the "Contribution Amount" means the funds donated at the Parking Pay Stations, less any applicable administrative or transaction fees.

² See <http://legacycontent.halifax.ca/council/agendasc/documents/170411ca1421.pdf>

³ Public donations are made at Calgary's parking pay-stations. Pay-station users select a donation icon/code on the pay-station's interface to donate money to the Calgary Homeless Foundation and/or the Calgary Food Bank. See <https://www.calgaryparking.com/aboutthecpa/communitygiving/roadhome> for details on Calgary's model.

⁴ See <http://legacycontent.halifax.ca/council/agendasc/documents/c170411.pdf>

⁵ See <http://legacycontent.halifax.ca/council/agendasc/documents/c170411.pdf>

RISK CONSIDERATION

There are no significant risks associated with the recommendation in this Report. The risks considered rate Low. Another consideration is a chargeback, i.e. a customer's credit card is dishonored (or they dispute the charge).

COMMUNITY ENGAGEMENT

Staff consulted with United Way Halifax regarding the terms and conditions of the draft Agreement.

ENVIRONMENTAL IMPLICATIONS

Implications not identified.

ALTERNATIVES

1. Regional Council could direct the Chief Administrative Officer negotiate amendments to the Contribution Agreement and authorize the Chief Administrative Officer to execute the resulting agreement.

ATTACHMENTS

1. Draft Agreement.

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

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

Attachment 1

CONTRIBUTION 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-

United Way of Halifax Region, a charitable organization registered pursuant to the *Income Tax Act (Canada)* (the "United Way")

OF THE SECOND PART

WHEREAS on April 11, 2017, Halifax Regional Council directed that parking pay stations installed within the Municipality be programmed to accept charitable donations from citizens; and

WHEREAS Halifax Regional Council also directed that charitable donations received at parking pay stations be contributed to the United Way to advance identified charitable purposes;

THEREFORE, 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) "Agreement" means this contribution agreement as it may be amended from time to time;
 - (b) "Contribution Amount" means the funds donated at the Parking Pay Stations, less any applicable administrative or transaction fees;
 - (c) "Council" means the Council of the Halifax Regional Municipality;
 - (d) "Parking Pay Stations" means all pay stations for parking spaces within the Municipality's right-of-way; and
 - (e) "Service" means the service provided by the United Way using the Contribution Amount, such work being more specifically detailed in Clause 4 herein.

Term

2. This Agreement is deemed effective on the date in which the Parking Pay Stations are effectively operational and the initial term shall continue in force until March 31st of the year 2024, unless earlier terminated as set out herein.

This agreement shall be automatically renewed on the same terms and conditions for a period of three (3) years, commencing on April 1st of the calendar year in which the initial term expires, and shall continue to be renewed for further renewal periods of three (3) years.

The renewal periods will continue until one party notifies the other party that it elects not to renew this Agreement and such notification shall be at least two (2) months prior to the end of the initial term or any renewal period.

Contribution Amount

3. The Municipality shall deposit the Contribution Amount collected by the Municipality in the United Way operating account, according to the following schedule:

(a) On or before August 1st of each Fiscal Year, the Contribution Amount collected by the Municipality from January 1st to June 30th, inclusive.

(b) On or before February 1st of each Fiscal Year, the Contribution Amount collected by the Municipality from July 1st to December 31st, inclusive.

Use of Contribution Amount

4. The Contribution Amount shall be used to fund programs that address the United Way priorities of Poverty Solutions, Homelessness and Affordable Housing, and Inclusive Communities in the Halifax Regional Municipality

Reporting Requirement

5. By June 30th of each year of the Agreement is in effect, the United Way shall provide a final report to the Municipality showing how the Contribution Amount funds provided that year were used.

Acknowledgement

6. In all communications associated with the Contribution Amount, the United Way shall credit the Municipality as a contributor.

Termination

7. Either party may, for any reason whatsoever, terminate this agreement by providing two (2) months written notice to the other party.

General

8. All notices, demands, requests, approvals or other communication of any kind which the parties may be required or may desire to serve on each other in connection with this Agreement shall be delivered by registered mail to:

Halifax Regional Municipality

Attention: Scott Sheffield

Halifax Regional Municipality Government Relations and External Affairs
PO Box 1749
Halifax, Nova Scotia B3J 3A5

United Way of Halifax Region

Attention: Sue LaPierre
United Way of Halifax Region
United Way Director of Community Impact
46 Portland Street, 7th Floor
Dartmouth, NS B2Y 1H4

Except in the event of a postal service strike or lockout (in which event the parties hereto agree to temporarily utilize other reasonable methods of communicating any notices), service of any notice or demand so made by registered mail shall be deemed complete on the date of actual delivery as shown by the registry receipt or at the expiration of the seventh business day after the date of mailing, whichever is earlier in time. Either party may from time to time, by notice in writing served upon the other party as aforesaid, designate a different mailing address or different additional persons to which all such notices or demands are thereafter to be addressed.

9. Any modification of this Agreement must be in writing and signed by both parties or it shall have no effect and it shall be void.
10. No failure by a party to exercise any right under this Agreement or to insist upon full compliance by the other party as to its obligations under this Agreement will constitute a waiver of any provision of this Agreement. Headings contained herein are included solely for convenience and shall not be considered part of this Agreement.
11. The United Way shall not assign this Agreement, in whole or in part, without the prior written permission of the Municipality.
12. The United Way agrees 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 United Way's execution of its 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.
13. This Agreement constitutes the entire agreement between the Municipality and the United Way and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the relationship between the Municipality and the United Way.
14. 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.
15. 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.

16. The United Way hereby acknowledges 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.

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

SIGNED AND DELIVERED:

UNITED WAY OF HALIFAX REGION

Witness

Per: _____

Witness

Per: _____

I/we have authority to bind the Society

HALIFAX REGIONAL MUNICIPALITY

Witness

Per: _____
Chief Administrative Officer

I/we have authority to bind the Municipality