

PROJECT SUPPORT SERVICES AGREEMENT

THIS AGREEMENT IS MADE EFFECTIVE THE 1st DAY OF April, 2023.

BETWEEN:

ALBERTA SOCIAL HOUSING CORPORATION
(“ASHC”)

- and -

North Peace Housing Foundation (NPF)
(the “HMB”)

BACKGROUND

ASHC requires project support services at ASHC-owned facilities and the HMB agrees to provide these services.

Therefore the parties agree as follows:

DEFINITIONS

1. In this Agreement:
 - (a) “Agreement” means this document;
 - (b) “Business Day” means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by ASHC;
 - (c) “Effective Date” means the date first above written;
 - (d) “FOIP Act” means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time;
 - (e) “Materials” means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the HMB or its employees, subcontractors or agents in the course of performing the Services;
 - (f) “Personal Information” means personal information as defined in the *FOIP Act*;
 - (g) “Project” means any retrofit, improvement, or assessment approved by the Government of Alberta to be applied to an ASHC-owned facility.
 - (h) “Services” means the work, duties, functions and deliverables described in Schedule A; and
 - (i) “Term” means the contract period specified in clause 2.

TERM OF AGREEMENT

2. This Agreement shall be effective from the Effective Date until March 31, 2025 unless terminated in accordance with this Agreement.

PERFORMANCE OF SERVICES

3. The HMB agrees to perform the Services in accordance with the provisions of this Agreement. The HMB warrants that it has the qualifications and expertise to perform the Services, and statements regarding the performance of Services made by the HMB.
4. Services are to be performed such that:
- (a) The project(s) have received formal approval and funding allocation from the Government of Alberta.
 - (b) HMB confirms they have received relevant training from ASHC representative(s) and has received written approval from ASHC to perform Project Support Services for the specific project(s).
 - (c) HMB adheres to the Capital Maintenance and Renewal program templates, and its subsequent revisions, and/or the adherence to directions provided in writing by the Program Area representing ASHC.
 - (d) The HMB must use all reasonable efforts to provide Project Support Services diligently and in a timely manner.

PAYMENT

- 5.
- (a) ASHC agrees to pay the HMB up to but not to exceed 5% (in Canadian funds) of the total project cost determined by ASHC in its discretion, to perform the Services as described in Schedule A.
 - (b) The HMB shall not be paid any additional amounts for the Services unless authorized in writing in the sole discretion of ASHC.

RECORDS AND REPORTING

6. The HMB shall:
- (a) keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate books, records and accounts relating to this

Agreement and, on demand, provide to ASHC these documents to examine, audit and make copies and take extracts; and

- (b) keep the documents referred to in clause 6(a) for three years following the completion or termination of this Agreement.

7. The HMB shall:

- (a) submit a written status report to ASHC every three months (quarter) during the Term indicating:
 - i. the Services completed during that reporting period;
 - ii. the time schedule for those portions which are not completed; and
 - iii. any other information requested by ASHC in relation to the completion of this Agreement; and
- (b) follow any directions from ASHC regarding the performance of the Services.

NON-ASSIGNABILITY AND SUBCONTRACTING

8.

- (a) The HMB shall not:
 - i. assign or otherwise dispose of any of its rights, obligations or interests in this Agreement

without the prior written consent of ASHC, which shall not be unreasonably withheld.
- (b) When the HMB retains any subcontractor(s) in connection with performance of the Services, the HMB shall:
 - i. be responsible for remunerating the subcontractor(s);
 - ii. be responsible for the performance and activities of the subcontractor(s); and
 - iii. contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the HMB to fulfill its obligations under this Agreement.

COMPLIANCE

9. The HMB shall:

- (a) comply with the provisions of all laws, now in force or in force after the signing of this Agreement, that expressly or by implication apply to the HMB in performing the Services; and

- (b) when the *Workers' Compensation Act* (Alberta) applies, and upon request from ASHC, deliver to ASHC a certificate from the Workers' Compensation Board showing that the HMB is registered and in good standing with the Board.

MATERIAL OWNERSHIP

10.

- (a) Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trade mark rights belongs to ASHC as they are made, prepared, developed, generated, produced or acquired under this Agreement. The Materials shall be delivered to ASHC upon completion or termination of this Agreement, or upon request of ASHC.
- (b) Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by ASHC, the HMB or a third party prior to the effective date of this Agreement remain the property of each party respectively.
- (c) The HMB
 - i. irrevocably waives in whole all moral rights, and
 - ii. shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights,

in and to the Materials in favour of ASHC and ASHC's assignees and licensees. Upon request of ASHC, the HMB shall deliver to ASHC copies of the waivers obtained from its employees, subcontractors and agents engaged in providing the Services.
- (d) The HMB shall cooperate with ASHC in protecting ASHC's ownership or intellectual property rights in the Materials.

NON-DISCLOSURE OF INFORMATION

11.

- (a) Except as provided in clauses 12 and 13, all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the HMB in the performance of the Services (the "ASHC's Information"), shall not be disclosed or published by the HMB without the prior written consent of ASHC. The HMB may disclose ASHC's Information to employees, subcontractors or agents of the HMB who have a need to know for the purpose of performing the Services.
- (b) Subject to clause 13(b), the HMB's obligations in clause 12(a) do not apply to information or documents which:
 - i. are or become publicly available through no act or omission of the HMB;

- ii. are independently developed without benefit of ASHC's Information; or
 - iii. are received by or from a third party without restriction and without a breach of an obligation of confidentiality.
- (c) The HMB shall retain ASHC's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure or destruction of ASHC's Information. The HMB shall immediately advise ASHC of any unauthorized access, use, disclosure, loss or destruction of ASHC's Information, and shall provide ASHC any assistance reasonably required to rectify such a situation.
 - (d) The HMB shall return or deliver ASHC's Information to ASHC upon completion or termination of this Agreement, or upon request of ASHC.
 - (e) The ASHC's Information may be disclosed to the extent required by law or court order, provided that ASHC is given reasonable notice and opportunity to seek to prevent or limit its disclosure.
 - (f) No press release, public announcement or other public commentary relating to this Agreement shall be made by the HMB without the prior written approval of ASHC.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

12.

- (a) The HMB acknowledges that this Agreement, including without limitation the name of the HMB, fees payable, the Term, and details of the Services may be subject to disclosure under the *FOIP Act*. The HMB further acknowledges that the *FOIP Act* applies to ASHC's Information collected, used or disclosed in the performance of Services, and the HMB shall adhere to the *FOIP Act* in its collection, use and disclosure of any Personal Information.
- (b) The HMB shall not collect, use or disclose any Personal Information under this Agreement except as reasonably required to fulfill its obligations under this Agreement, or as otherwise expressly authorized in writing by ASHC.
- (c) Upon request, the HMB shall, at the HMB's expense, and within five Business Days, provide to ASHC any records that are requested under the Access provisions of the *FOIP Act* that are in the custody or under the control of the HMB. Should the HMB receive an access request under the *FOIP Act*, the HMB shall not respond to it, but shall immediately forward the access request to ASHC for further handling.
- (d) In providing the Services the HMB shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At ASHC's request, the HMB must correct, within five Business Days of the request, Personal Information that the HMB may have either collected or compiled about an individual pursuant to this Agreement.

- (e) The HMB shall store only in Canada all records of Personal Information which are disclosed to the HMB under this Agreement, including records that are collected, used or stored on behalf of ASHC.
- (f) The HMB shall act on any direction that ASHC may provide with regard to the use, collection, access, security, disclosure and destruction of the Personal Information.

INDEMNITY AND LIABILITY

13.

- (a) The HMB shall indemnify and hold harmless ASHC, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) for which the HMB is legally responsible that arise from or relate to the performance of Services or any other obligation of the HMB under this Agreement.
- (b) The ASHC shall indemnify and hold harmless the HMB, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) for which ASHC is legally responsible that arise from or relate to the performance of ASHC's obligations under this Agreement.
- (c) The HMB shall indemnify and hold harmless ASHC against and from any loss or damage to the real or personal property of ASHC for which the HMB is legally responsible arising from or relating to the performance of Services or any other obligation of the HMB under this Agreement.

INSURANCE

14.

- (a) The HMB shall, at its own expense, and without limiting its liabilities or obligations under this Agreement, insure its operations under a contract of general liability insurance covering risks in Alberta in accordance with the *Insurance Act* (Alberta) in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof.
- (b) The HMB shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the HMB and used in carrying out the obligations under this Agreement in an amount not less than \$1,000,000.
- (c) The HMB shall provide ASHC with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of ASHC.
- (d) The HMB shall ensure that all its subcontractors obtain and maintain general liability insurance sufficient to meet the requirements in clause 14(a).

- (e) When requested by ASHC, the HMB shall provide evidence of endorsement to provide ASHC with 30 days advance written notice of cancellation of insurance coverage.

RELATIONSHIP OF PARTIES

15. The relationship of the HMB to ASHC in performing the Services under this Agreement is that of an independent contractor, and nothing in this Agreement is to be construed as creating an agency, partnership, joint venture or employment relationship between the HMB and ASHC.

NOTICES

16.

- (a) Any notice to be made under this Agreement is to be made in writing, and is effective when delivered to the address or transmitted by email, as follows:

ASHC:	Alberta Social Housing Corporation
Address:	3 rd Floor, 44 Capital Boulevard 10044 – 108 Street Edmonton, Alberta T5J 5E6
Attention:	Philip Sudol, Program Manager CMR
Email	SH.CMR-Housing@gov.ab.ca
The HMB:	North Peace Housing Foundation (NPF)
Address:	<u>6780-103 Avenue</u> <u>Peace River, Alberta</u> <u>T8S 0B6</u>
Attention:	<u>Tammy Menssa</u>
Email	<u>tammy.menssa@nphf.ca</u>

The parties respectively designate for the time being, the individuals identified in this clause as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice.

- (b) Either party may change its information in clause 16(a) by giving notice to the other in the manner described in clause 16(a).
- (c) Any notice personally served shall be deemed received when actually delivered or received, if delivery is on a Business Day, or if not on a Business Day, on the following Business Day.

TERMINATION

17.

- (a) The ASHC may at any time immediately terminate this Agreement, without cause, upon written notice to the HMB.
- (b) If this Agreement is terminated:
 - i. all Materials made, prepared, developed, generated, produced or acquired by the HMB, or its employees, subcontractors or agents under this Agreement are the property of ASHC; and
 - ii. ASHC shall only have to pay the HMB for the Services completed in accordance with this Agreement up to the effective date of termination.

SAFETY AND SECURITY

18. The HMB, its employees, subcontractors and agents when using any of ASHC's buildings, premises, equipment, hardware or software shall comply with all safety and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

CONFLICT OF INTEREST AND ETHICAL CONDUCT

19.

- (a) The HMB shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the HMB or its employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
 - i. the HMB and its employees, subcontractors and agents shall not influence, or seek to influence, or otherwise take part in a decision of ASHC knowing that the decision might further their private interests;
 - ii. where the Services involve providing advice, making recommendations to ASHC or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
 - iii. except for payment as set out in this Agreement, the HMB and its employees subcontractors or agents shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
 - iv. the HMB and its employees, subcontractors and agents shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
 - v. the HMB, upon request by ASHC, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or

- observed by the HMB in its business practices or in relation to its employees, subcontractors or agents; and
- vi. the HMB shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta).
- (b) In the event the HMB becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the HMB shall immediately disclose such matter to ASHC in writing. Upon such disclosure, the HMB shall not commence or continue performance of the Services without the prior written consent of ASHC. If ASHC is of the opinion the HMB or its employees, subcontractors or agents are in a conflict of interest, ASHC may terminate this Agreement.

SURVIVAL OF TERMS

20. Notwithstanding any other provision of this Agreement, those clauses which by their nature continue after the conclusion or termination of this Agreement shall continue after such completion or termination, including without limitation the following:
- (a) clause 6 Records and Reporting;
 - (b) clause 10 Material Ownership;
 - (c) clause 11 Non-Disclosure of Information;
 - (d) clause 12 Freedom of Information and Protection of Privacy; and
 - (e) clause 13 Indemnity and Liability.

GENERAL

21. In the case of conflicts or discrepancies among this document and the Schedules and any Schedules attached to this document, the documents shall take precedence and govern in the following order:
- (a) The body of this document, and
 - (b) The Schedules to this document.
22. Time is of the essence of this Agreement.
23. This Agreement contains the entire agreement of the parties concerning the subject matter of this Agreement and except as expressed in this Agreement, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
24. Any waiver by either party of the performance by the other of an obligation under this Agreement must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
25. The rights and remedies of ASHC under this Agreement are cumulative and any one or more may be exercised.
26. The Parties may amend this Agreement only by mutual written agreement signed by the parties.

- 27. This Agreement shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
- 28. This Agreement shall be for the benefit of and binds the successors and assigns of the parties.
- 29. The headings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction of this Agreement.
- 30. In this Agreement words in the singular include the plural and words in the plural include the singular.
- 31. This Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by scanned in PDF format to ASHCProcurement@gov.ab.ca shall constitute good delivery.

ALBERTA SOCIAL HOUSING CORPORATION
(ASHC)

North Peace Housing Foundation (NPF)

Per:

Per:

Ashley.Bhatia Digitally signed by
Ashley.Bhatia
Date: 2023.06.12 14:25:14
-06'00'

Tammy Menssa Digitally signed by Tammy
Menssa
Date: 2023.06.12 08:43:22
-06'00'

Signature

Signature

Ashley Bhatia

Tammy Menssa

Print Name

Print Name

Executive Director

CAO

Title

Title

06-12-2023

06-12-2023

Date

Date

Schedule A
Project Support Services

The HMB must use all reasonable efforts to provide Project Support Services diligently and in a timely manner for all the Approved Projects administered by the HMB. Project Support Services include but are not limited to the following:

- (a) Provide a schedule of planned projects, including tender postings;
- (b) Provide updated forecasts for all proposed projects;
- (c) Define the scope of work and develop project schedules based on the work priorities for ASHC's review;
- (d) Identify potential risks and take proper actions to reduce the risks to a minimum;
- (e) Create appropriate record policy and procedures and properly document all related files following ASHC's instructions;
- (f) Follow ASHC's process to successfully procure for any and all contract(s) required to complete the work required in the approved project (this includes studies, design, construction and any related inspection contracts required);
- (g) Notify ASHC of all postings, and any variance scheduled dates provided in (a);
- (h) Make recommendations on the proposed successful bidders for ASHC's approval;
- (i) Provide updated forecasts based upon the executed contract price and project schedule;
- (j) As ASHC's representative on the work site, monitor the construction progress and control the work quality to ensure the work is performed on-time, on-budget and in compliance with the specification and quality requirements;
- (k) Initiate/make recommendations for any amendment and change orders for ASHC's approval;
- (l) Review and certify the completion of the work and submit invoices on a timely basis for ASHC's approval and payment process;
- (m) Communicate and coordinate with related stakeholders to ensure the project activities are carried out effectively and efficiently, and keep ASHC informed of the status of the project;
- (n) Inspect and certify the completion and the quality of the work including completion and sign-off on the final inspection report, and the deficiency list and assist in the process of the release of the final payments and holdbacks; and
- (o) Perform inspection of project before the warranties expire to make sure all deficiencies under warranty are corrected.