

THIS MASTER SERVICES AGREEMENT, made in triplicate,
this 1st day of November , 2016

B E T W E E N:

THE HALTON COMMUNITY HOUSING CORPORATION

hereinafter referred to as the "HCHC"

OF THE FIRST PART;

- and -

THE REGIONAL MUNICIPALITY OF HALTON

hereinafter referred to as the "REGION"

OF THE SECOND PART;

WHEREAS HCHC is a Local Housing Corporation pursuant to the *Housing Services Act, 2011*, S.O. 2011, c.6, whose objects include the operation and development of assisted and affordable housing and the provision of assisted and affordable housing programs;

AND WHEREAS the Region is the Service Manager for HCHC pursuant to *the Housing Services Act, 2011*, S.O. 2011, c.6, and is the sole shareholder of HCHC;

AND WHEREAS HCHC requires certain Services to carry on its business, including professional and administrative services, as well as the use of certain premises for administrative purposes;

AND WHEREAS the Region owns and acquires housing assets for the purposes of providing assisted housing and requires certain property management services to manage and administer those assets;

AND WHEREAS the Region and HCHC have agreed to provide the required Services each to the other subject to the terms and conditions contained in this Agreement;

AND WHEREAS this Agreement replaces the previous agreement entered into by the Parties on February 26th, 2015;

IN CONSIDERATION of the obligations, covenants, consideration exchanged, and terms and conditions contained herein, the parties agree as follows:

1.0 Definitions

1.1 The following words have the meanings therein described:

- a) "Agreement" means this Agreement between HCHC and the Region;
- b) "Personal Information" has the meaning provided in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended;
- c) "Services" means those services provided by the Region to HCHC described in Article 2.0 and those services provided by the HCHC to the Region described in Article 4.0 of this Agreement;
- d) "HCHC Services Budget" means the value of the Services that the Region and HCHC agree is a reasonable estimate for the Services to be provided by the Region to HCHC in accordance with Article 2 for the fiscal year.

2.0 Services Provided by the Region to HCHC

2.1 The Region, subject to the terms and conditions of this Agreement, will provide Services which generally include, but are not limited to, the following:

- a) *Asset Management*

The Region will operate, maintain, and repair HCHC housing assets and related equipment and systems, in accordance with applicable municipal and provincial codes, standards, regulations and accepted industry practices.

b) *Operating and Administrative Support*

The Region will provide operating support related to the calculations and administration of housing subsidies that HCHC tenants may be eligible to receive, including life enrichment, social activities and events.

c) *Corporate Administration*

The Region will support HCHC Board meetings and other corporate administrative needs by booking meeting facilities, preparing agendas and minutes, coordinating presentations, and writing reports as required.

d) *Financial, Reporting, Purchasing, Payroll and Information Technology*

The Region will prepare an annual budget and audited financial statements for HCHC, oversee compliance with and implement the Purchasing By-law, provide full accounts receivable services, accounts payable services, coordinate investment and banking services and capital finance planning as well as Information Technology (IT) support and systems software/hardware for HCHC.

e) *Legal*

The Region will prepare corporate by-laws, agreements and reports as required; provide legal opinions and advice on corporate, real estate and litigation matters; and represent HCHC in real estate transactions and litigation proceedings.

- 2.2 The Region represents that it has the knowledge, expertise, experience, facilities, skilled personnel and management, necessary or required to provide the Services in a competent and professional manner. The Region understands that in entering into this Agreement, HCHC is relying upon these representations and requires the competence and capability to provide the Services and to fulfil the purpose, goals and objectives of HCHC.

- 2.3 The Parties agree that other than the Region, its employees and those persons, agencies, or corporations retained to provide services in conjunction with the Region and under the supervision of the Region, no further consultant, specialist, individual from a firm or corporation other than the Region, is hereby retained by HCHC under this Agreement, nor shall they be retained by the Region to provide any of the Services or to provide additional services required in conjunction with this Agreement unless so authorized in writing by the General Manager of HCHC (“General Manager”).

3.0 Premises Provided by the Region for HCHC Meetings

- 3.1 The Region shall provide such premises, furnishings, equipment and supplies as HCHC may require, as determined by the Secretary, to hold meetings of its Board of Directors, Board Committee meetings and meetings of the Officers of the Corporation.

4.0 Services Provided by HCHC to the Region

- 4.1 At the Region’s request and subject to the terms and conditions of this Agreement, HCHC will provide property management services to Regionally owned assisted housing assets which generally include, but are not limited to, the following:

a) *Landlord*

HCHC will collect rent and housing subsidies, enter into lease agreements, attend the Landlord & Tenant Board, report unit turnovers to the Region, conduct annual unit inspections, show units to prospective tenants, manage tenant complaints, provide referrals for community services and be the primary point of contact for tenants.

b) *Operations*

HCHC will manage operating budgets, including insurance, condo, parking and storage fees, property taxes, in-suite repairs and annual contributions to the capital reserve; and manage capital budgets, including annual contributions from operating budget, capital repairs, and replacements and betterments on unit turnover.

c) *Financial & Reporting*

In addition to managing operating and capital budgets as described in (b), above, HCHC will manage the HCHC Assisted Housing Framework capital reserve, or its future equivalent; return year end operating surplus or request year end operating deficit, with a business case, to the Region; and provide financial reporting to the Region about the managed housing assets, as required.

- 4.2 HCHC represents that it has the knowledge, expertise, experience, skilled personnel and management necessary or required to provide the Services in a competent and professional manner. HCHC understands that in entering into this Agreement, the Region is relying upon these representations and requires the competence and capability to provide the Services and to fulfil the purpose, goals and objectives of the Region.
- 4.3 The Parties agree that other than HCHC, its employees and those persons, agencies, or corporations retained to provide services in conjunction with HCHC and under the supervision of HCHC, no further consultant, specialist, individual from a firm or corporation other than HCHC, is hereby retained by the Region under this Agreement, nor shall they be retained by HCHC to provide any of the Services or to provide additional services required in conjunction with this Agreement unless so authorized in writing by the Chief Administrative Officer for the Region.

5.0 Status of the Parties

- 5.1 The Parties acknowledge and agree that they are contracting the expertise and professional services of the other's staff for the term described in this Agreement. The Parties agree that this Agreement is not to be deemed or construed to be a contract of employment. The Region and its staff, and HCHC and its staff, are not employees of the other for the purpose of The *Income Tax Act*, R.S.C. 1985, c. 1, the *Canada Pension Plan*, R.S.C. 1985, c. C-8, *Employment Insurance Act*, S.C. 1996, c. 23, *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Schedule "A", the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, and the *Health Insurance Act*, R.S.O. 1990, c. H.6, all as amended from time to time, and any legislation in substitution therefor.

- 5.2 Notwithstanding paragraph 5.1, it is the sole and exclusive responsibility of each Party to comply with the provisions, as applicable, and make any payments required under the Acts referred to in paragraph 5.1.
- 5.3 All personnel used by the Region in the performance of its obligations shall be under the control and direction of the Region and shall not be employees or agents of HCHC. The Region agrees to indemnify and hold harmless HCHC from any and all losses, damages, costs and expenses (including reasonable solicitors' fees) suffered or incurred by HCHC on account of any claim made against HCHC by any partner, former partner, employee or agent of the Region in connection with the performance by the Region of its obligations under this Agreement.

6.0 Observance of the Law and Indemnity

- 6.1 The Parties shall obtain and maintain any and all necessary licences, permits, and approvals required to provide the Services to be provided pursuant to this Agreement.
- 6.2 The Parties agree that they shall each take any and all action to provide the Services required in compliance with any law, order of any board, or Court of competent jurisdiction, rule, regulation, or requirement of the Government of Canada, or the Government of the Province of Ontario, or of any competent local Government, board, commission, or department, or officer.

7.0 Term of Agreement

- 7.1 The term of this Agreement shall be for a period of five (5) years, commencing on the date it is signed by the last party, and ending on November 30, 2021. At the end of the term the Agreement will continue month to month subject to termination by either party by providing three (3) months written notice of termination to the other party.

8.0 Charges for Regional Services

- 8.1 The costs of the Services provided by the Region under Article 2 during a fiscal year shall be charged against an HCHC Services Budget for that fiscal year.
- 8.2 Annually, the Region and HCHC shall, by mutual agreement, establish:
- a) the estimated costs for the Services to be provided by the Region under this Agreement for the coming fiscal year; and

b) the HCHC Services Budget against which the costs for Services provided by the Region for the coming fiscal year shall be charged.

- 8.3 Within six (6) months of the end of the fiscal year, the HCHC Services Budget shall be reconciled with the actual amount of Services charged against it for that fiscal year.
- 8.4 The Region shall at any time provide information outlining Services rendered, times at which they were rendered, expenses and disbursements chargeable to the HCHC Services Budget, and any other information required by the General Manager. The Region shall submit any records, receipts, invoices, or accounts, and any other information required by the General Manager, at no extra cost to HCHC.
- 8.5 The Region shall, upon receiving three (3) working days written notice from the General Manager, permit HCHC to have access to and inspect any and all of the Region's records, books, payrolls, fee, expense or disbursement accounts and any other financial records relating to the Services provided by the Region pursuant to this Agreement. This provision shall survive termination or expiry of the Agreement for a period of one year.

9.0 Management of the Contract

9.1 The following Officers of HCHC shall be responsible for the direction and management of the Services to be provided by the Region under Article 2 of this Agreement:

Chief Building Officer	Property and Asset Management Services
Chief Operating Officer	Operating and Administrative Support Services
Secretary	Corporate Administrative Services
Treasurer	Financial, Reporting, Purchasing, Payroll and Information Technology Services
Corporate Counsel	Legal Services

- 9.2 The following employees of the Region shall be responsible for the direction and management of the Services to be provided by HCHC under Article 4 of this Agreement:

Director, Housing Services	Landlord
Director, Asset Management	Operations
Director, Financial Reporting Purchasing & Payroll	Financial & Reporting

- 9.3 The Parties, in the provision of Services under this Agreement, shall deal directly with the individual responsible for the management of the Services as outlined in Section 9.1 and 9.2. Any information, instructions, or assistance required by the Region, shall be obtained through the individual responsible for the management of the Services.

10.0 Termination

- 10.1 Either Party may at any time, upon giving three (3) months notice in writing to the other Party, suspend or terminate this Agreement at any time. On receipt of such notice, the Region shall perform no further Services other than those reasonably required to complete the Services in progress as determined by HCHC. The Parties shall each provide to the other all records, files, reports, data, documentation or information in the possession relating to the Services provided to date.

11.0 Indemnification

- 11.1 Notwithstanding any insurance provisions contained herein or any other indemnity:
- a) the Region indemnifies and saves harmless HCHC, its officers, partners and agents from any and all costs, claims, actions, loss, injury, expense, damages, fines, or recoveries, arising out of any negligent act or omission of the Region, its employees, councillors, officers, contractors and agents in connection with this Agreement; and
 - b) HCHC hereby indemnifies and saves harmless the Region, its employees, councillors, officers, contractors and agents from any and all costs, claims, actions, loss, injury, expense, damages, fines or recoveries arising out of

any negligent act or omission of HCHC, its officers, partners or agents, in connection with this Agreement;

and such indemnity includes all reasonable legal costs (including fees and disbursements) incurred by the Party indemnified, but does not include any administrative costs incurred by the Party indemnified.

11.2 Each party's obligation to indemnify the other shall not be construed to imply a guaranteed flow of work at any time during the duration of this Agreement.

12.0 Insurance

12.1 The Parties shall each ensure that they have the following insurance coverage in place prior to the commencing the provision of the Services:

- a) Standard Workplace Safety and Insurance coverage, or its equivalent, on all of its employees;
- b) A Commercial General Liability Policy naming HCHC or the Region as an additional insured, as the case may be, the limit of which shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence;
- c) A Professional Liability Policy in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence; and
- c) Standard owned and non-owned automobile liability insurance to protect each Party against all liability arising out of the use of passenger and commercial automobiles that are owned or leased and used by the each Party's staff, employees or agents. The limits of the liability for both owned and non-owned automobiles shall not be less than Two Million Dollars (\$2,000,000.00) per occurrence.

12.2 During the Term of this Agreement, the Parties shall maintain the insurance coverage identified above and shall continue to comply with all the other provisions relating to insurance in this Agreement. If either Party fails to maintain any of the insurance coverage required by this Agreement, that Party shall provide written notice of same to the other within twenty-four (24) hours of such failure and shall cease the performance of all Services in connection with this Agreement immediately upon the failure occurring until the insurance coverage requirements set out above are fully complied with. Thereafter, the Party shall have a period of thirty (30) days to rectify the failure to provide the

requisite coverage and may, upon the resumption of coverage and after provision of notice to the other Party of same, resume Services without penalty. If a Party is unable to provide the coverage identified above within the said thirty (30) day period, this Agreement shall be terminated. The Parties agree that failure to give the notice or cease to provide the Services as set out in this provision shall be the basis for the termination of the provision of Services at the option of the authorized officers of each Party.

- 12.3 Should a Party require the other to have the amount of insurance coverage increased, or obtain other forms of insurance for the Services provided, then that Party shall endeavour to obtain such insurance at the expense of the requesting Party.
- 12.4 Coverage provided by each of the policies required hereunder shall not be altered or amended in any way or cancelled, until sixty (60) days after written notice of such change or cancellation has been delivered to the other Party. Such a clause so indicating shall be included on all insurance certificates.
- 12.5 The Parties shall not provide their respective Services or permit any activity to take place in connection with the provision of their Services, which would in any way affect their ability to obtain or maintain the insurance coverage required by this Agreement.
- 12.6 Upon the execution of this Agreement, the Parties shall provide each other with one copy of each certificate of insurance as required hereunder. All certificates must be in a form satisfactory to the General Manager of HCHC or the CAO for the Region, as the case may be.

13.0 Inspection

- 13.1 The General Manager, or any other persons authorized by the General Manager, shall have the right at all reasonable times to inspect or otherwise review the Services performed or being performed by the Region, the premises where they are being performed, and any records of the Services being performed.
- 13.2 The CAO for the Region, or any other persons authorized by the CAO, shall have the right at all reasonable times to inspect or otherwise review the Services performed or being performed by HCHC, the premises where they are being performed, and any records of the Services being performed.

13.3 The Parties shall take any and all action necessary or required to permit inspections of the Services being performed, the premises where they are being performed, and any records of the Services being performed. This provision shall survive termination or expiry of the Agreement for a period of one year.

14.0 Confidentiality

14.1 Each Party agrees that neither it, nor its employees, agents, or contractors shall divulge any information acquired about the other in the course of carrying out its Services, without the prior written consent of the General Manager of HCHC or the CAO for the Region, as the case may be.

14.2 In carrying out the Services pursuant to this Agreement the Parties shall only collect, use and disclose Personal Information in a manner that complies with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.

15.0 Entire Agreement

15.1 This Agreement supersedes all previous Agreements, arrangements, or understandings between the Parties, whether written or oral and this Agreement shall constitute the full understanding and Agreement between the Parties regarding the subject matter addressed in the Agreement.

16.0 Amendment

16.1 Any change, alteration or amendment hereto, other than as herein specifically authorized shall be made in writing signed by both of the Parties hereto.

17.0 Notice

17.1 Any notice, demand, acceptance, or request required to be given hereunder in writing, shall be deemed to be given if personally delivered, or mailed by registered mail, postage prepaid, and addressed to the Party to whom it is given as follows:

HCHC: Attention: General Manager
 1151 Bronte Road
 Oakville, ON L6M 3L1

Region: Attention: Chief Administrative Officer
 1151 Bronte Road
 Oakville, ON L6M 3L1

17.2 Any notice shall be deemed to have been given to and received by the Party to whom it is addressed:

- a) if delivered personally, on the date of delivery;
- b) if mailed, then on the fifth (5th) day after the mailing thereof.

18.0 Legal Jurisdiction

18.1 The laws of the Province of Ontario and the applicable laws of Canada shall govern the performance of this Agreement.

19.0 Waiver

19.1 No waiver of any clause, term, or condition of this Agreement by any agent or contractor of either Party shall constitute a valid or enforceable waiver by that Party and the Parties shall not be entitled to rely thereon.

19.2 No waiver of any clause, term or condition of this Agreement by either Party shall constitute a continuing waiver of such clause, term or condition nor constitute a continuing waiver of any other clause, term or condition in this Agreement.

20.0 Assignment

20.1 Neither Party shall assign the whole or any part of the benefit or obligation of this Agreement without the written consent of the other Party which written consent may be unreasonably withheld.

21.0 Rights and Remedies

21.1 Nothing contained in this Agreement shall be construed as restricting or preventing either Party from relying on any right or remedy available to it at common law or by statute in the event of any breach of this Agreement or any term or condition of this Agreement by either Party.

22.0 Dispute Resolution

22.1 If any dispute arises in regard to this Agreement, it shall be referred for resolution to the General Manager of HCHC and the Chief Administrative Officer of the Region.

IN WITNESS WHEREOF the Halton Community Housing Corporation and The Regional Municipality of Halton have hereunto signed their names by the hands of their duly authorized representatives and set their seals at the times and places indicated.

SIGNED AND SEALED

This	day of	)	HALTON COMMUNITY HOUSING
		)	CORPORATION
	, 2016 at)	
		)	per: _____
the Town of Oakville,)	
		)	President
in the Province of Ontario)	
		)	per: _____
)	
		)	Secretary
)	
This	day of	)	THE REGIONAL MUNICIPALITY OF
		)	HALTON
	, 2016 , at)	
		)	per: _____
the Town of Oakville,		)	Jane MacCaskill
		)	Chief Administrative Officer
)	
in the Province of Ontario.)	

DATED:

B E T W E E N:

HALTON COMMUNITY HOUSING CORPORATION

- and -

THE REGIONAL MUNICIPALITY OF HALTON

A G R E E M E N T
