

## PURCHASED SERVICES AGREEMENT

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 2024

BETWEEN:

NORTHUMBERLAND COUNTY HOUSING CORPORATION  
("NCHC")

AND

THE CORPORATION OF THE COUNTY OF NORTHUMBERLAND  
(the "County")

### WHEREAS

- A. NCHC is the Local Housing Corporation in Northumberland County pursuant to the provisions of the *HSA* whose business activities include the provision, operation, and maintenance of affordable housing accommodations;
- B. The County is both the sole-shareholder of NCHC, and the designated service manager for Northumberland County pursuant to the provisions of the *HSA*; and
- C. NCHC requires certain services to carry on its business including professional and administrative services, as well as the use of certain premises for meeting purposes and desires to contract with the County to obtain such services.

**NOW THEREFORE** in consideration of the mutual exchange of the covenants and other obligations contained herein, the sufficiency of which is hereby acknowledged, the parties now agree as follows:

### ARTICLE 1 – INTERPRETATION

#### 1.1 Recitals

The parties acknowledge and agree that the above-noted recitals are true.

#### 1.2 General

Words importing the singular include the plural and vice versa. Words importing gender include all genders. The captions, headings and table of contents contained herein are for reference only and in no way effect this Agreement or its interpretation.

#### 1.3 Definitions

Whenever in this Agreement, the following words or phrases are used, they shall have attributed to them the following meanings:

"**Agreement**" means this agreement;

"**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday in the Province of Ontario;

"**County**" means the Corporation of the County of Northumberland;

"**HSA**" means the *Housing Services Act, 2011* S.O. 2011, c.6 Sched. 1, and the regulations thereunder, as the same may be amended replaced or re-enacted from time to time;

"**Local Housing Corporation**" means a local housing corporation as defined under the *HSA*;

"**NCHC**" means Northumberland County Housing Corporation;

"**Notice**" shall have the meaning ascribed to it in Section 11.1;

"**Parties**" means the County and NCHC and their successors and permitted assigns. The singular denotes either the County or NCHC and their successors and permitted assigns.

"**Services**" means those services provided by the County to NCHC as described in Section 2.1 of this Agreement;

"**Term**" means the term of this Agreement as described in Article 2 hereto.

## **ARTICLE 2 – TERM**

2.1 The Term of this Agreement is five (5) years, commencing on the date first written above.

2.2 At the end of the term the Agreement will continue on a monthly basis subject to termination by either party on three (3) months' written Notice of termination to the other party.

## **ARTICLE 3 – SERVICES PROVIDED BY THE COUNTY**

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

(a) Property and Asset Management;

The County will operate, maintain, repair, and make annual capital investments into NCHC housing assets and related equipment and systems in accordance with applicable municipal and provincial laws, codes, standards, regulations and accepted industry practice.

(b) Operating and Administrative Support;

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

(c) Corporate Administration;

The County will support NCHC 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 County will prepare an annual budget and audited financial statements for NCHC, oversee compliance with and implement a purchasing bylaw, provide full accounts receivable services, account payable services, insurance services, claims services coordinate investment and banking services and capital finance planning as well as Information Technology (IT) support, systems software/hardware for NCHC. and such other services as are mutually agreed on from time-to-time.

(e) Legal;

External council retained by the County, will: Prepare corporate by-laws, agreements and reports as required; provide legal opinions and advice on corporate, real estate and litigation matters, and represent NCHC in real estate transactions and litigation proceedings and

(f) Tenant Housing Retention and Eviction Prevention Services;

The County will deliver and administer NCHC tenant relations that is aligned with the NCHC Housing Retention Framework and related policies. The County will implement this framework across all NCHC properties to support tenants in maintaining successful tenancies.

(g) All other services as are mutually agreed upon from time to time.

**3.2** The County represents that it has the knowledge, expertise, experience, facilities, skilled personnel and management, necessary or require to provide the Services in a component and professional manner. The County understand that in entering into this Agreement, NCHC is relying upon these representations and requires the competence and capability to provide the Services and to fulfill the purpose, goals and objectives of NCHC.

**3.3** The parties agree that other than the County, its employees and those persons, partnerships, firms, corporations, etc., retained by the County to provide Services in conjunction with the County and/or under the supervision of the County, no other entity shall be retained to provide the Services throughout the duration of this Agreement.

**ARTICLE 4 – PREMISES PROVIDED BY THE COUNTY FOR NCHC MEETINGS**

**4.1** The County shall provide such premises, furnishings, equipment and supplies as NCHC may require to hold meetings of the Officers of the corporation, the Board of Directors (including its respective subcommittees), and the annual general meeting.

**ARTICLE 5 – NCHC NOT AN EMPLOYER OF COUNTY STAFF**

**5.1** The County acknowledges and agrees that NCHC is contracting the expertise and professional service of the County's staff for the term described in this Agreement. All personnel used by the County in the provision of the Services shall be under the control and direction of the County and it is agreed that such personnel are not employees of NCHC.

**5.2** The County agrees to indemnify and hold harmless NCHC from any and all losses, damages, costs and expenses (including reasonable solicitors' fees) suffered or incurred by NCHC on account of any claim made against NCHC by any employee, agent, or

contractor of the County in connection with the performance by the County of its obligations under this Agreement.

#### **ARTICLE 6 – COMPLIANCE**

- 6.1 The County shall, at all times, act in compliance with all applicable law in the provision of the Services. The County shall obtain and keep current any and all necessary licenses, permits and approvals required to deliver the Services in accordance with the terms of this Agreement.
- 6.2 NCHC shall, at all times, act in compliance with the terms of the Shareholder Direction, dated June 19, 2019, issued by the County to NCHC.

#### **ARTICLE 7 – SERVICES CHARGED AGAINST NCHC BUDGET**

- 7.1 The costs of the Services provided by the County during a fiscal year shall be charged against the annual budget of NCHC for that fiscal year.
- 7.2 Annually, the County, acting in its sole and unfettered discretion, shall establish:
- (a) the estimated costs for the Service to be provided by the County during the coming fiscal year; and
  - (b) the annual budget of NCHC for the coming fiscal year.
- 7.3 Following the end of the fiscal year, the NCHC budget shall be reconciled with the actual amount of Services charged against it for that fiscal year. The County shall provide NCHC with a direction in respect of any surplus funds.

#### **ARTICLE 8– TERMINATION**

- 8.1 In the event of a default either party shall have the right to terminate this Agreement on fifteen (15) days' Notice to the other.
- 8.2 Notwithstanding Section 8.1 above, neither party shall have the right to terminate this agreement if such default is remedied within the fifteen (15) day notice period.

#### **ARTICLE 9– INDEMNIFICATION**

- 9.1 Both NCHC and the County during and following the term of this Agreement indemnify and save harmless each other from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted by each party (NCHC and the County) its directors, officers, employees, agents or volunteers in connection with services being provided, purported to be provided or required to be provided by each party (NCHC and the County) pursuant to this Agreement.

#### **ARTICLE 10 – CONFIDENTIALITY**

- 10.1 The Parties acknowledge and agree that this Agreement shall be governed in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, and the regulations thereunder, as the same may be amended replaced or re-enacted from time to time

**10.2** The Parties acknowledge and agree that neither party, nor its councillors, directors, officers, employees or agents, shall disclose any confidential information discussed during an *In Camera* meeting.

## **ARTICLE 11 – GENERAL**

### **11.1 Notice**

Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication (hereinafter referred to as a "**Notice**") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery or by fax addressed or sent as set out below or to such other address or electronic email address as may from time to time be the subject of a Notice

(a) In the case of Notice to the NCHC

Northumberland County Housing Corporation  
555 Courthouse Road  
Cobourg, ON K9A 3A9

Attention: Rebecca Carman  
E-mail: [carmanr@northumberland.ca](mailto:carmanr@northumberland.ca)

(b) In the case of Notice to the County

The Corporation of the County of Northumberland  
Community and Social Services Division  
555 Courthouse Road  
Cobourg, ON K9A 3A9

Attention: Rebecca Carman  
E-mail: [carmanr@northumberland.ca](mailto:carmanr@northumberland.ca)

Any Notice received prior to 5:00 p.m. on a Business Day shall be deemed to have been validly and effectively given and received on such day and if received thereafter it shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was received. If the contact person is changed, notice thereof shall be given in accordance with this Section and shall take effect five (5) days after delivery.

### **11.2 Entire Agreement**

There are no covenants, representations, warranties, agreements or conditions express or implied, collateral or otherwise forming party of or in any way affecting or relating to this Agreement, save as expressly set out in this Agreement, and this Agreement constitutes the entire agreement between the parties hereto and may not be modified except as expressly herein provided or except by subsequent agreement in equal formalities hereto executed by the parties hereto.

### **11.3 Governing Law**

This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario and Canada. Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to

such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.

#### **11.4 Severability**

If any provision of this Agreement or any portion thereof or the application of any of the same is illegal, unenforceable or invalid, it shall be considered separate and severable from this Agreement and all of the remaining provisions hereof shall remain in full force and effect as though any such provision of this Agreement or any portion thereof had not been included in this Lease but such provision of this Agreement or portion hereof shall nonetheless continue to be enforceable to the full extent permitted by law.

#### **11.5 Successors and Assigns**

This Agreement shall be binding on and shall enure to the benefit of the Parties hereto and their respective successors and assigns. Neither Party shall assign the whole or any part of this Agreement, without the written consent of the other Party, which consent may be unreasonably withheld.

#### **11.6 Amendment**

This Agreement may be amended or modified only by an instrument in writing executed by all of the Parties hereto or their successors and assigns.

#### **11.7 Counterpart**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be original and all of which taken together shall be deemed to constitute one and the same instrument. For the purposes hereof, the delivery of a facsimile copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement.

**[Signature page follows]**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first written above.

**NORTHUMBERLAND COUNTY HOUSING CORPORATION**

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

Name:

Title:

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

Name:

Title:

*/We have the authority to bind the Corporation*

**CORPORATION OF THE COUNTY OF NORTHUMBERLAND**

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

Name:

Title:

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

Name:

Title:

*/We have the authority to bind the Corporation*