

Attachment 3
2022 Online Accommodation Platform Municipal Regional District Tax Affordable Housing
Program Service Agreement

THIS AGREEMENT made the _____ day of _____, 2021.

BETWEEN:

PARKSVILLE QUALICUM BEACH TOURISM ASSOC.
#107 – 425 Stanford Avenue East
P.O. Box 239, Parksville, BC V9P 2G4

(hereinafter called “PQBTA”)
OF THE FIRST PART

AND

SOCIETY OF ORGANIZED SERVICES
245 West Hirst Avenue
P.O. Box 898, Parksville, BC V9P 2G9

(hereinafter called the “SOS”)
OF THE SECOND PART

WHEREAS the Regional District of Nanaimo (RDN) chose SOS to implement affordable housing programs within RDN Areas E, F, G, H and within the City of Parksville and the Town of Qualicum Beach funded by Online Accommodation Platform Municipal Regional District Tax;

AND WHEREAS PQBTA is the designated recipient accountable to the Government of British Columbia for Online Accommodation Platform Municipal Regional District Tax;

AND WHEREAS the parties hereto desire to formally establish the terms and conditions of Online Accommodation Platform Municipal Regional District Tax funded affordable housing programs;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of, PQBTA and SOS are now entering into this Fee for Service Arrangement (the “Agreement”) and agree as follows:

SECTION 1. DEFINITIONS

1. Where used in this Agreement:

- a) “Contribution” means the contribution to be provided by PQBTA to SOS as set out in Section 3;
- b) “Material” means all findings, data, reports, documents, records and other material (both printed and electronic), whether complete or otherwise, that have been produced, received, compiled or acquired by the SOS as a direct result of this Agreement, but does not include the Received Material;

- c) "Received Material" means all findings, data, reports, documents, records and other material (both printed and electronic), whether complete or otherwise, that have been received by the SOS or a sub-contractor from or on behalf of PQBTA;
- d) "Services" means the services described in Section 2; and
- e) "Term" means the term of this Agreement as set out in Section 2.

SECTION 2. SCOPE OF SERVICES:

2. PQBTA has agreed to provide finances to SOS, under the 2022 Online Accommodation Platform Municipal Regional District Tax Affordable Housing program to conduct the approved services as outlined in Appendix 1 - Affordable Housing Program Parameters. All funds must be spent between January 1, 2022 and December 31, 2022. Should SOS propose to amend any of the tactics outlined in Appendix 1, SOS must provide written notice to PQBTA detailing the proposed amendments. If the proposed amendments are approved, PQBTA will give notice to SOS of such approval. If the proposed amendments are substantial, a written amendment to this Agreement may be required at the discretion of PQBTA.

a) Project Reporting

- i) Ensure the SOS provides affordable housing program reports to PQBTA prior to April 15, July 15, October 15, January 15 of the past quarter's financials / activities and an aggregated report of the past year's financials / activities prior to April 28, 2023.
- ii) All reports must address but may not be limited to the requirements set out by the Government of British Columbia (Appendix 2); align with the 2022 affordable housing plan submission; a statement of account that includes an itemized list of all relevant expenses. Other financial information may be requested by PQBTA at any time, with reasonable time and notice given to SOS, to fulfill the request.

b) Audit

- i) PQBTA may, at any reasonable time and with notice to SOS, perform an audit of the SOS spending under this Agreement, in respect of which the SOS will submit to PQBTA all requested invoices, and otherwise cooperate in a financial audit of their compliance with this Agreement, including such matters as may be set out in reports (see Section 2a).
- ii) If PQBTA determines in its sole discretion that SOS has failed the audit provided for under this section, PQBTA may terminate any obligation to provide funding to the SOS under this Agreement or otherwise and, in addition to any other rights or remedies available under this Agreement, PQBTA may recover from SOS any payments made under this Agreement.

c) Term

- i) The term of this Agreement commences January 1, 2022 and ends April 28, 2023.
- ii) In the event PQBTA determines the affordable housing program will be extended to 2023 , SOS confirm its intent to deliver said program prior to August 15, 2022.

SECTION 3. CONTRIBUTION

3. Subject to the provisions of this Agreement, PQBTA will provide to SOS, the Contribution, in the amount and manner, and at the times set out below.

- a) Notwithstanding any other provision of this Agreement, PQBTA will pay SOS a Contribution up to a maximum amount of \$50,000.00, net of GST.
- b) Payment by PQBTA of any part of the Contribution to SOS, in the fulfillment of the obligations under this Agreement, will be made as follows:
 - i) upon receipt and approval by PQBTA of a signed agreement and invoice, both dated prior to January 31, 2022, a payment amount of \$25,000.00;
 - ii) upon receipt and approval by PQBTA of quarterly financial / activity reports as described in Section 2a and Appendix 2, and quarterly invoices dated no later than December 31, 2022, four payment amounts of \$6,250 each.
- c) Within 30 days of receiving the invoices, as described in Section 3c, from SOS, PQBTA will pay to SOS the amounts set out in the statement of account, if they are in accordance with this Agreement.
- d) At the sole option of PQBTA, any portion of the Contribution provided to SOS under this Agreement and not expended at the end of the Term shall be:
 - i) returned by SOS to PQBTA;
 - ii) retained by SOS as supplemental funding provided for under an amendment to this Agreement; or
 - iii) deducted by PQBTA from any future affordable housing program funding administered by SOS and approved by PQBTA.

TERMS AND CONDITIONS:

GENERAL TERMS AND CONDITIONS:

1. The SOS must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform the SOS obligations under this Agreement.
2. The SOS must treat as confidential all information in any documents and other material ("Material") and all other information accessed or obtained by the SOS from PQBTA (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without PQBTA's prior written consent except
 - (a) as required to perform the SOS obligations under this Agreement or to comply with applicable law,
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
 - (c) if it is information in any material the SOS creates as part of the Services.
3. The SOS must comply with all applicable laws.
4. The SOS must indemnify and save harmless PQBTA and PQBTA's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that PQBTA or any of PQBTA's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claims for libel, slander, defamation, invasion of privacy, infringement of third-party intellectual property rights, claims resulting from incorrect or incomplete releases or other information upon which PQBTA has relied, and any and all other third- party claims, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the SOS or by any of the SOS agents, employees, officers, directors, or subcontractors in providing the Services, excepting always liability arising out of the independent acts or omissions of PQBTA.
5. The SOS acknowledge that under no circumstances will PQBTA be liable to any person or business entity, including to the SOS, for any direct, indirect, special, incidental, consequential, or other damages including, without limitation, any claim loss, harm, damage, cost, expense or injury (including death) or any liability based on negligence, acts or omissions of PQBTA, and any breach of any duty of care on the part of PQBTA, even if PQBTA has been specifically advised of the possibility of such damages.
6. The SOS must not assign any of the SOS rights under this Agreement without PQBTA's prior written consent.
7. The SOS must not subcontract any of the SOS obligations under this Agreement without PQBTA's prior written consent. No subcontract, whether consented to or not, relieves the SOS from any obligations under this Agreement. The SOS must ensure that any subcontractor the SOS retained fully complies with this Agreement in performing the subcontracted obligations.
8. The SOS must not provide any services to any person in circumstances which, in PQBTA's reasonable opinion, could give rise to a conflict of interest between the SOS duties to that person and the SOS duties to PQBTA under this Agreement.

9. The SOS must not commit or purport to commit PQBTA to pay any money unless specifically authorized by this Agreement. Unless otherwise specified in this Agreement, all references to money are in Canadian dollars.
10. PQBTA may terminate this Agreement
 - (a) for the SOS failure to comply with this Agreement, immediately on giving written notice of termination to the SOS, and
 - (b) for any other reason, on giving at least 10 days' written notice of termination to The SOS.

If PQBTA terminates this Agreement under paragraph (b), PQBTA must pay the SOS that portion of the fees and expenses described in Section 3 which equals the portion of the Services that was completed to PQBTA's satisfaction before termination. That payment discharges PQBTA from all liability to The SOS under this Agreement.
11. If the SOS fails to comply with this Agreement, PQBTA may terminate it and pursue other remedies as well.
12. The SOS are an independent contractor and not a PQBTA employee, agent, or partner.
13. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
14. Time is of the essence in this Agreement.
15. Any notice contemplated by this Agreement, to be effective, must be in writing and either
 - (a) delivered by hand to the addressee's address specified in this Agreement,
 - (b) mailed by prepaid registered mail to the addressee's address specified in this Agreement.
16. A waiver of any term of this Agreement or of any breach by the SOS of this Agreement is effective only if it is in writing and signed by PQBTA and is not a waiver of any other term or any other breach.
17. No modification of this Agreement is effective unless it is in writing and signed by the parties.
18. This Agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
19. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the Arbitration Act.
20. Sections 2, 4, 5, 10, 16, 18-22 of these General Terms and Conditions continue in force indefinitely, even after this Agreement ends.
21. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by courier, fax or email in accordance with the contact information of the other party as set out on page 1.
22. Any notice under this Agreement may be given by a party by delivering such notice in writing to the other party by courier, fax or email in accordance with the contact information of the other party as set out on page 1.

Insurance Provisions

1. The SOS must, without limiting the SOS's obligations or liabilities, and at the SOS's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to PQBTA:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include PQBTA as an additional insured,
 - (ii) be endorsed to provide PQBTA with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of PQBTA.
3. The SOS must provide PQBTA with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the SOS must provide to PQBTA evidence of all required insurance in the form of a completed PQBTA Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the SOS must provide to PQBTA within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed PQBTA Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by PQBTA at any time, the SOS must provide to PQBTA certified copies of the required insurance policies.
4. The SOS must obtain, maintain and pay for any additional insurance which the SOS is required by law to carry, or which the SOS considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the SOS's sole discretion.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 2021 by SOS (or, if not an individual , on its behalf by its authorized signatory)</p> <p>SOCIETY OF ORGANIZED SERVICES</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>	<p>SIGNED on the ____ day of _____, 2021 by PQBTA (or, if not an individual , on its behalf by its authorized signatory)</p> <p>PARKSVILLE QUALICUM BEACH TOURISM ASSOCIATION</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
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Appendix 1 - Affordable Housing Program Parameters

1. **Scope** - The affordable housing program will support accommodation sector employees only.
2. **Eligibility Criteria** - Eligible applicants must provide proof that they both live and work within the Parksville Qualicum Beach area (RDN Areas E, F, G, H; City of Parksville; Town of Qualicum Beach). SOS will use its established needs assessment approach and amended intake assessment interview to determine recipients' housing subsidy need.
3. **Housing Subsidy** - The affordable housing program will provide \$50,000 total subsidy in 2022. \$500 housing subsidy to a maximum of \$1,500 per eligible recipient per year paid quarterly. Recipients must undertake a new needs assessment each quarter to determine if they are eligible to continue receiving subsidy as long as funds remain available.
4. **Applicant / Recipient Data** - In addition to the SOS' established needs assessment approach, it will work with PQBTA to include additional questions and indicators that will allow the program to be monitored for reporting, trends, and improvement. SOS will collect and retain information based on its established privacy policy and will only share aggregated data.

Appendix 2 - Annual Affordable Housing MRDT Report

The following table must be completed if the designated recipient wishes to use MRDT revenues on affordable housing initiatives, regardless of whether revenues are solely from online accommodation platforms or from general MRDT revenues. If you have submitted a previous report through your annual reporting requirements, only provide details on changes in the categories below. This report must be submitted by May 31 of every year.

Project Name and Address
Project Rationale and Details
<ul style="list-style-type: none">• Have there been any changes to the project?• What progress/milestones have been made on the measurements of success outlined in your Affordable Housing MRDT Plan?
MRDT Contribution
<ul style="list-style-type: none">• Has your MRDT contribution changed since your last report?
Housing Provider/Project Owners/Project Lead
Funding Partner(s)

Contribution from Funding Partner(s)

Estimated Completion Date

- Has the estimated completion date changed? If so, provide some reasons.

Number of Housing Units Completed

- The number of housing units (such as rooms available for individual dwelling) acquired, completed, maintained, or renovated.