

## REACHING HOME: CANADA'S HOMELESSNESS STRATEGY

### FUNDING AGREEMENT FOR SPECIFIC PROJECTS

#### BETWEEN

**River Bank Development Corporation (hereinafter referred to as "RBDC")**

B 1350 15<sup>th</sup> Ave West, Prince Albert, SK, S6V 5P2

#### AND

**City of Prince Albert (hereinafter referred to as "COPA" or "recipient")**

1084 Central Avenue, Prince Albert, SK, S6V 7P3

**(Hereinafter collectively referred to as "the Parties")**

Whereas Canada has established Reaching Home: Canada's Homelessness Strategy (hereinafter referred to as "the program") as represented by the Minister of Housing, Infrastructure and Communities to support projects aimed at reducing and preventing homelessness;

Whereas RBDC has received a contribution from Canada to provide direct support and funding to the COPA through the Reaching Home program;

Whereas the Recipient has applied to RBDC for funding to carry out the project described in Schedule A;

Whereas RBDC has determined that the Recipient is eligible to apply for funding under the Program and that the Project qualifies for support under the Program; and

Whereas RBDC has agreed to contribute to the Recipient towards the costs of the Project;

Now, therefore, RBDC and the Recipient agree as follows:

#### **1.0 AGREEMENT**

**1.1** The following documents, and any amendments thereto, constitute the entire agreement between the Recipient and RBDC with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- a) These Articles of Agreement;
- b) Schedule A - entitled "Project Description";
- c) Schedule B - entitled "Financial Provisions".

#### **2.0 EFFECTIVE DATE AND DURATION**

**2.1** This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and subject to Section 2.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this agreement.

**2.2** All obligations of the Recipient shall expressly or by their nature survive termination or expiry of his agreement and shall continue in full force subsequent to

and termination or expiry of this agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

**2.3** The purpose of RBDC's contribution is to enable the Recipient to carry out the project. The funding shall be used by the Recipient solely for the purpose of paying the Eligible Expenditure.

### **3.0 INTERPRETATION**

**3.1** Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

- a) **"Eligible Costs"** means the costs set out in the approved budget for the Project in Schedule B, which are incurred and paid by the RECIPIENT in carrying out the Project and which are subject to, or in compliance with, the conditions governing Eligible Costs set out in Schedule B;
- b) **"Fiscal Year"** means the period beginning on April 1 in one calendar year and ending on March 31 in the next calendar year;
- c) **"Project"** means the activities described in Schedule A and Project Period means the period beginning on the Project Start Date specified in Schedule A and ending on the Project End date specified in Schedule A and;
- d) **"Third Party"** means a sponsoring organization which provides direct support to clients and to other community organizations through an agreement with RBDC that includes Reaching Home funds.

### **4.0 PURPOSE OF THE CONTRIBUTION**

**4.1** Subject to the terms and conditions of this Agreement, RBDC agrees to provide financial assistance, in the form of a contribution, to the RECIPIENT in respect of the Eligible Costs of the Project. The amount of RBDC's contribution shall not exceed the total maximum amount specified in Schedule B.

### **5.0 PAYMENT SUBJECT TO RECEIPT OF FUNDS FROM CANADA**

**5.1** Any payment under this Agreement is subject to the appropriation of funds by Canada for the fiscal year in which the payment is to be made and to the maintenance of current and forecasted funding allocation levels for Reaching Home. In the event that Canada's Treasury Board cancels the program or reduces the level of funding for the program for any fiscal year in which payment is to be made under the Agreement, or in the event that Parliament reduces the overall level of funding for the programs of the Minister of Housing, Infrastructure and Communities for any fiscal year in which payment is to be made under the Agreement, RBDC may terminate the Agreement in accordance with the termination provisions of this Agreement or reduce the amount of its contribution payable under the Agreement in that fiscal year by such amount that it deems advisable.

**5.2** Where, pursuant to section 5.1, RBDC intends to reduce the amount of its contribution under the Agreement, it shall give the RECIPIENT not less than 90 days notice of its intention to do so. Where, as a result of reduction in funding, the RECIPIENT is unable or unwilling to complete the Project, the RECIPIENT may, upon 30 days written notice to RBDC, terminate the Agreement.

**5.3** RBDC will provide its financial assistance in one payment upon the signature of this Agreement.

## 6.0 TERMS OF PAYMENT

**6.1** Subject to sections 6.2 to 6.7, payments by RBDC will be made in accordance with schedule B

**6.2** Payment under this Agreement is conditional upon receipt by RBDC from the RECIPIENT of an Expected Results Report, identifying the expenses and allocation which the Recipient expects the project to yield, unless all of the information to be contained in such report has already been included to the satisfaction of RBDC in the Project Description attached hereto as Schedule A.

The expected Activity Report shall include, at minimum, the following particulars of expected results:

- a) the amount of the contribution to be allocated to each activity area (client services and community coordination, partnership development, and data management);
- b) demographics of the target population (age, gender, populations of interest, special needs);
- c) estimate of the number of people to be served during the Project period, and an estimate of the number of such people who will be homeless people;
- d) number of changes in housing status through housing placement services and number of individuals who retained housing through housing loss prevention services;
- e) number of changes expected in income, employment status, volunteer work, participation in education activities or job training programs, social and cultural activities, personal development activities, and obtaining identification cards during the Project Period;
- f) number of new beds (temporary or permanent) and type of service, where the Project involves capital investment;
- g) summary of activities to be carried out, including community consultations and planning, research, information collection, partnership development, emergency shelter usage data collection, data development and reporting, and training staff;
- h) summary of activities to be carried out which will increase access to services or programs to address basic needs of the homeless or at-risk persons, including health services, transportation, and referrals to community resources and programs;
- i) anticipated achievement and challenges in completing the Project.

**6.3** Continuation of RBDC's obligation to provide funding on account of the contribution in consecutive Fiscal Years of the Project period is condition upon:

- 6.3.1 The receipt of the work plans and expenditure plan for the Fiscal Years;
- 6.3.2 RBDC's written approval of the work plans and expenditure plan;
- 6.3.3 Receipt of the mandatory Results Reports for each Third-Party Project managed by the RECIPIENT that is supported in whole or in part by Reaching Home funds.

**6.4** If requested by RBDC, the RECIPIENT shall also provide additional supporting documentation as may be specified by RBDC.

**6.5** Verification of the payment may include, if deemed advisable by RBDC, the conduct of an audit of the RECIPIENT's books and records to verify the amount of the costs of the

project and the costs for which the RECIPIENT has claimed payment under this Agreement.

**6.6** If there is a variance between the forecast of cash flow requirements and the actual expenditures for any given period exceeding 15%, the Contribution RECIPIENT shall, if requested by RBDC to do so, furnish RBDC with a revised forecast of cash flow requirements.

**6.7** Verification of the claim for final payment may include, if deemed advisable by RBDC, the conduct of an audit of the RECIPIENT's Books and records to verify the amount of the costs of the project and the costs for which the RECIPIENT has claimed payment under this agreement.

## **7.0 REPAYMENT**

**7.1** Where the RECIPIENT is not able to carry out the Project either immediately or in the long term, the RECIPIENT shall repay, upon written notice to this effect, as a debt due and owing to RBDC, any payments made in contribution for the Fiscal Year.

**7.2** Either during the Project Period or upon the expiry or termination of this Agreement the RECIPIENT shall repay to RBDC, upon written notice to this effect, any amount by which the contribution paid to the RECIPIENT exceeds the amount to which the RECIPIENT is entitled to under this Agreement. Without limiting the generality of the foregoing, amounts to which the RECIPIENT is not entitled include:

- a) The amount of unspent payments of the contribution remaining in the hands of the RECIPIENT;
- b) amounts paid in error or in excess of the amount of the cost actually incurred;
- c) amounts paid in respect of costs which are subsequently determined by RBDC to be ineligible.

Such amounts are debts due to RBDC.

## **8.0 OBLIGATIONS OF THE RECIPIENT**

**8.1** The RECIPIENT shall:

- 8.1.1 Carry out the Project in a diligent, professional and business-like manner using qualified personnel;
- 8.1.2 Commence the Project on or after the start date and shall complete all activities as described in Schedule A by the end of the Project Period without altering the scope or timing of the Project or permitting or causing any material change to the Project unless it is approved by RBDC;
- 8.1.3 Disclose to RBDC, without delay, any fact or event that the RECIPIENT is aware of from time to time, which may compromise the RECIPIENT's chance of success in carrying out the Project either immediately or in the long-term;
- 8.1.4 The Recipient hereby agrees that a public announcement with respect to this Agreement and subsequent communication opportunities (e.g. funding announcement) may be made by the Minister or delegates in the form of a press release, press conference or otherwise, and that all reasonable and necessary assistance in the organization of the public announcement, as Canada sees fit shall, be provided;
- 8.1.5 The City of Prince Albert will notify RBDC if there are any changes in location to the Project location as per the RROL requirements;

- 8.1.6 The Recipient hereby agrees that a public announcement with respect to this Agreement and subsequent communication opportunities (e.g. funding announcement) may be made by the Minister or delegates in the form of a press release, press conference or otherwise, and that all reasonable and necessary assistance in the organization of the public announcement, as Canada sees fit shall be provided;
- 8.1.7 The recipient shall notify RBDC twenty (20) working days in advance of any or all communications and activities, publications, advertising and press released planned and any initial and subsequent official ceremonies related to the announcement of the funding and promotion of the Project. Canada and River Bank reserve the right to approve the time, place, and agenda of the ceremony;
- 8.1.8 The Recipient shall notify RBDC fifteen (15) working days in advance of any and all communications, activities, publications, advertising and press released planned by the Recipient or by a third party with whom it has an agreement relating to the Project;
- 8.1.9 The Recipient shall ensure that in any and all communication activities, publications, advertising and press released and any publicity and signage relating to the subproject, including any information provided to the public on any web site maintained by the Sub-Agreement holder regarding the Project, recognition, in terms and in a form and manner satisfactory to RBDC and Canada are given to Canada's financial contribution to the project; and
- 8.1.10 The Recipient agrees to display such signs, plaques or symbols as Canada and RBDC may provide in such locations on its premises as they may designate. The Recipient agrees to recognize federal funding through the use of a digital sign or the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada" or "This project is funded by the Government of Canada", when creating a website or webpage to promote or communicate progress on a funded Project or Projects. The Recipient will cooperate with the representatives of Canada and RBDC during any official news release or ceremonies relating to the announcement of the project.

## **9.0 DECLARATION REGARDING INFORMATION**

**9.1** The RECIPIENT declares that all information provided to RBDC in connection with its application for funding under the Reaching Home is true and all relevant facts have been disclosed.

## **10.0 FINANCIAL RECORDS AND RIGHT OF CANADA TO AUDIT**

**10.1** The Recipient shall keep proper books and records, in accordance with generally accepted accounting principles, of all expenditures, costs and revenues relating to the activities of this Agreement, including:

a) the RECIPIENT shall keep proper books of accounts and records, in accordance with generally accepted accounting principles, of the financial management of the contribution, including records of all Project expenditures and records of Project revenues, if any, including funding received from other sources and records supporting the value of any cash and in-kind contribution to the costs of the Project by the RECIPIENT or by another source. The Recipient shall provide records, documents, or other information within such period of time as may be reasonable requested in writing by the Auditor General of Canada under the authority of the Auditor General Act (R.S.C. 1985 c.A-17)

b) During the Project Period and for a period of six (6) years thereafter, the RECIPIENT shall make its books and records available at all reasonable times for inspection and audit by representatives of RBDC or Canada to ensure compliance

with the terms and conditions of this Agreement and to verify costs claimed by the RECIPIENT as the Eligible Costs.

**10.2** The RECIPIENT shall permit RBDC's representatives or Canada's representatives to take copies and extracts from such books and records and shall furnish RBDC or Canada with such additional information as it may require with reference to them.

**10.3** The audit report shall include the following:

- a) a certified financial statement providing details of the total actual expenditures made on Project costs to date;
- b) a statement certifying the amount of revenues from all sources for the Project, including the contribution received under this Agreement to date, and any interest that has accrued on any advances of the contribution; and
- c) a statement certifying that the contribution payments received, and Project expenditures in respect of which they were paid, were in accordance with the Agreement.

#### **11.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA**

**11.1** If, during the Project Period or within a period of six years thereafter, the Auditor General of Canada, in relation to an inquiry conducted under subsection 6.1(1) of the Auditor General Act, requests that the Recipient provide him, her, or them with any records, documents or other information pertaining to the utilization of the funding provide.

#### **12.0 EVALUATION**

**12.1** RBDC or Canada may, in their own discretion, carry out an evaluation of the effectiveness and efficiency of the Project. The RECIPIENT shall cooperate with RBDC or Canada in the conduct of any such evaluation. This cooperation may include, but is not limited to, providing RBDC or Canada or their representatives with access to Project staff and records.

#### **13.0 REPAYMENT REQUIREMENTS**

**13.1** In the event payments made to the Recipient exceed the amount to which the Recipient is entitled under this Agreement, the amount of the excess is a debt owing to Canada and shall be promptly repaid to Canada upon receipt of notice to do so and within the period specified in the notice together with interest calculated in accordance with the federal Interest and Administrative Charges Regulations.

#### **14.0 INDEMNIFICATION**

**14.1** The Recipient shall, both during and following the Project Period, indemnify and save RBDC harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents, and participating employers or Project participants, if any, in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project.

## **15.0 SUBCONTRACTING**

**15.1** The RECIPIENT shall not subcontract the performance of any of its duties or responsibilities in carrying out the Project, including administrative responsibilities to a third party without the prior written consent of RBDC unless the RECIPIENT has already indicated in the approved Project Description, attached as Schedule A to this Agreement, that it intends to use a subcontractor or subcontractors to perform specified duties, including administrative responsibilities, or activities.

**15.2** In addition, the RECIPIENT acknowledges and agrees that it is not entitled to claim reimbursement for any subcontracting costs unless those costs have been specifically identified and included as Eligible Costs of the Project in Schedule B to this Agreement.

**15.3** The RECIPIENT shall use a fair and accountable process, involving soliciting a minimum of three bids or proposals, when procuring goods and services from contractors in relation to the Project. The Recipient shall select the bid or proposal offering the best value at the lowest cost.

**15.4** No contracts without the written approval of RBDC with an officer, director or employee of the Recipient, a member of the immediate family of an officer, director or employee of the recipient, a business in which an officer, director or employee of the recipient, or a member of their immediate family has a financial interest, or a business that is related to or associated with the project.

**15.5** Recipient, a business in which an officer, director or employee of the Recipient, or a member of their immediate family has a financial interest, or a business that is related to or associated with the Recipient.

## **16.0 PRESERVATION AND DISPOSITION OF ASSETS**

**16.1** The Recipient shall preserve any capital assets acquired with the Contribution and use the capital assets for the purpose of the Project, during the Project Period, unless the Community Entity authorizes their disposition.

**16.2** At the end of the Project or upon termination of this Agreement the Community Entity may, at its discretion, direct the Recipient with regards to any assets costing \$1,000 or more that have been acquired by the Recipient with the Contribution:

- a) that such capital assets be sold at fair market value and that the funds realized from such sale be applied to eligible costs of the project to offset the Community Entity's Contribution;
- b) that such capital assets be turned over to another organization designated or approved by the Community Entity;
- c) that such capital assets be disposed of in such other manner as may be determined by the Community Entity;
- d) The Recipient shall collaborate with Canada and community partners to ensure continuity of the Project and the continuation of service to clients in the event that a new Recipient is identified.

**16.3** Where a direction is made under the above provision the Recipient shall comply with such direction

## **17.0 UNINCORPORATED ASSOCIATION**

**17.1** If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this agreement on behalf of the Recipient that in addition to signing this agreement in their representative capacities on behalf of the members of the

Recipient, they shall be personal, jointly and severally liable for the obligations of the Recipient under this Agreement including the obligation to pay any debt that may become owing to Canada under this agreement.

## **18.0 DEFAULT**

**18.1** The following constitute events of a default:

- a) The RECIPIENT becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the RECIPIENT, or the RECIPIENT is dissolved;
- c) the RECIPIENT ceases to operate;
- d) the RECIPIENT is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed pursuant to this Agreement;
- e) the RECIPIENT, in support of its application for the contribution or in connection with this Agreement, has made a false or misleading representation or statement, or provided false or misleading information to RBDC;
- f) in the opinion of RBDC, the RECIPIENT has failed to proceed diligently with the Project, including, but not limited to, failure to meet deadlines or milestones stipulated in this Agreement except where such failure is due to causes which, in the opinion of RBDC, are beyond the control of the RECIPIENT;
- g) in the opinion of RBDC, there is a material adverse change in risk in the RECIPIENT's ability to carry out the Project; and

**18.2** if

- a) an event of default specified in paragraph 16.1(a), (b) or (c) has occurred; or
- b) an event of default specified in paragraph 16.1(d), (e), (f) or (g) has occurred and has not been remedied within 15 days of receipt by the RECIPIENT of written notice of default or within such longer period as RBDC may allow, or a plan satisfactory to the RBDC to remedy such event of default has not been put into place within such time period;

then RBDC may, in addition to any remedies otherwise available, immediately terminate the Agreement. Upon termination of the Agreement, the RBDC shall have no obligation to make any further contribution to the RECIPIENT.

**18.3** In the event the RBDC gives the RECIPIENT written notice of default pursuant to paragraph 16.2(b), RBDC may suspend any further payment under this Agreement until the end of the period given to the RECIPIENT to remedy the event of default.

**18.4** The fact that RBDC refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the RBDC shall not prevent RBDC, in any way, from later exercising any other right or remedy under this Agreement or other applicable.

## **19.0 INSURANCE**

**19.1** Subject to section 20.2, the RECIPIENT shall ensure and provide proof to Canada upon request that it has adequate liability insurance in effect at all times covering all persons engaged in or working on the Project, including the RECIPIENT's employees, directors, officers, and volunteers.

**19.2** The RECIPIENT agrees to procure, at its expense, a policy of comprehensive general liability insurance coverage for the Project administrative staff and the RECIPIENT. RBDC makes no warranty or representation as to the adequacy of the coverage of any policy with respect to the Project. However, it is understood and agreed that the RECIPIENT shall be solely responsible for determining the adequacy with respect to the Project and for obtaining such additional insurance as may be required in relation to the Project. The reasonable cost of such additional insurance is eligible for reimbursement by RBDC as an Eligible Cost under this Agreement.

**19.3** On the signing of this Agreement and within thirty (30) days after any subsequent change or renewal of its insurance coverage, the RECIPIENT shall certify to RBDC that it has obtained the insurance coverage required under this section. The RECIPIENT shall notify RBDC forthwith of any lapse or termination of any such insurance coverage.

## **20.0 NON-LIABILITY OF RBDC AND CANADA**

**20.1** This Agreement is an agreement for a financial contribution to the RECIPIENT for the performance of the Project roles described in Schedule A only. The Agreement is not a contract for the provision of services, nor a contract of service or employment. RBDC's responsibilities with respect to the Project are limited to providing financial assistance to the RECIPIENT towards the Eligible Costs of the Project. The parties hereto agree that nothing in this Agreement shall be construed as creating an employment or agency relationship between them.

**20.2** Nothing in this Agreement creates any undertaking, commitment or obligation by RBDC respecting additional or future funding for the Project beyond the Project Period and RBDC shall have no responsibility for any costs incurred before or after the Project Period or that exceed the maximum contribution payable under this Agreement.

**20.3** RBDC shall not be liable for any loan, capital lease, or other long-term obligation entered into by the RECIPIENT in relation to the Project.

**20.4** RBDC shall not be liable for any injury to or loss suffered by the RECIPIENT or any employee, officer, agent, contractor or volunteer of the RECIPIENT, including without limitation death or economic loss, caused by or in anyway related to the carrying out of the Project or to the performance of any of the RECIPIENT' s obligations relating thereto under this Agreement.

**20.5** The management, supervision and control of the employees of the RECIPIENT are the sole and absolute responsibility of the RECIPIENT. The RECIPIENT shall be solely responsible for any and all payments and deductions required by law to be made in respect of its employees, including those required for Canada Pension Plan, employment insurance, workers' compensation, and income tax.

## **21.0 LICENSES AND PERMITS FOR PROJECT ACTIVITY AND COMPLIANCE WITH LAWS**

**21.1** The RECIPIENT shall obtain, prior to the commencement of the Project, all permits, licenses, consents and any other authorizations deemed necessary to execute the Project.

**21.2** The RECIPIENT shall carry out the Project in compliance with all applicable federal, provincial and municipal statutes, bylaws, and regulations, including any environmental legislation and legislation related to protection of information and privacy.

**21.3** The RECIPIENT shall ensure that it has in place a policy to prevent conflicts of interest within its organization in carrying out its roles and responsibilities under this Agreement.

## **22.0 NO INDUCEMENT**

**22.1** The RECIPIENT declares that no bribe, gift, benefit or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the federal government or any officer, director or employee of RBDC, nor to a member of the family of any such person with a view to influencing the decision of RBDC to enter into this Agreement, or to influencing the administration of the Agreement by RBDC.

## **23.0 ACCESS TO INFORMATION**

**23.1** Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, all information pertaining to the contribution provided under this Agreement is public information and may be disclosed to third parties upon request under the said Act.

## **24.0 NEPOTISM**

**24.1** No cost incurred for or salary paid to a third party (whether as beneficiary, employee, research subject, or any other party) who is a member of the immediate family of the RECIPIENT or of an officer or director of the RECIPIENT, is eligible for reimbursement under this Agreement unless RBDC is satisfied that the participation, recruitment or hiring of this third party was not the result of favoritism by reason of such family relationship.

**24.2** For the purposes of this section:

- a) "immediate family" means a parent, spouse of a parent, foster parent, brother, sister, spouse, child, child of a spouse, foster child, or other family member residing permanently with the RECIPIENT or an officer or director of the RECIPIENT, as the case may be; and
- b) "spouse" includes the legally married spouse of a person, the common-law spouse of a person, and the same sex partner of a person.

## **25.0 PROTECTION OF PRIVACY**

**25.1** The collection, use, disclosure, conservation or disposal of personal information is subject to the statutes and regulations governing each party's obligations in regard to the protection of personal information.

**25.2** All personal information collected by the RECIPIENT must be treated in a confidential manner, and the RECIPIENT must take all measures reasonably necessary, including measures prescribed by the RBDC, in order to guard this information against unauthorized dissemination or disclosure.

## **26.0 DISPUTE RESOLUTION**

**26.1** RBDC and the RECIPIENT agree that alternate dispute resolution processes such as mediation, appointment of a neutral third-party evaluator or arbitration may be preferable to litigation as a way to resolve disputes that may arise under this Agreement and they agree to consider, in good faith, all available alternative dispute resolution processes prior to initiating legal action or other formal proceedings for the resolution of the dispute.

**26.2** RBDC and the RECIPIENT agree that nothing contained in section 37.1 shall affect, alter or modify the rights of RBDC under the "event of default" provisions set forth in section of this Agreement.

#### **27.0 AMENDMENT**

**27.1** This Agreement may be amended by mutual consent of both parties. No amendment of any of the terms or provisions of this Agreement is valid unless it is in writing and signed by both parties with the same formality as this Agreement.

#### **28.0 NON-ASSIGNMENT OF AGREEMENT**

**28.1** The RECIPIENT shall not assign this Agreement or any of its rights or obligations hereunder, in whole or in part without the prior written agreement of RBDC. This agreement is binding upon the parties and their respective successors and assigns.

#### **29.0 CONFIDENTIALITY**

**29.1** The Parties agree that entry into this agreement and their activities undertaken and information shared pursuant to the terms of this agreement and in relation to the Project shall constitute confidential information of each Party and shall not use the information for its own purposes (other than for the Project), nor shall the Parties disclose the information to any third party with the exception of the Government of Canada.

#### **30.0 APPLICABLE LAW**

**30.1** This agreement shall be governed by and construed in accordance with the laws of Canada and of the province of Saskatchewan and with all applicable municipal laws, bylaws and regulations including any environmental legislation and legislation related to protection of information and privacy. The RECIPIENT shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

#### **31.0 SUCCESSORS AND ASSIGNS**

**31.1** This agreement is binding upon the Parties and their respective successors and assigns.

#### **32.0 WARRANTY OF AUTHORITY**

**32.1** The RECIPIENT warrants that its representatives who sign this Agreement on behalf of the RECIPIENT have the authority to sign the Agreement and agrees to provide RBDC with evidence of such authority as may be reasonably required by RBDC

#### **33.0 ENTIRE AGREEMENT**

**33.1** This Agreement, including Schedule A and Schedule B attached hereto, constitutes the entire agreement between the RECIPIENT and RBDC with respect to the subject matter of this Agreement, and supersedes all previous understandings, agreements, negotiations and representations between the parties, whether oral or written, relating to the subject matter of this Agreement.

## **34.0 COUNTERPARTS**

**34.1** This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

## **35.0 INTELLECTUAL PROPERTY**

**35.1** Where in the course of carrying out the Project, the RECIPIENT produces any work using funds provided by RBDC, the copyright in the work shall remain with the RECIPIENT. However, the RECIPIENT hereby grants to RBDC a non-exclusive irrevocable and royalty free license to use, translate, adapt, record by any means or reproduce, except in commercial sale in competition with the RECIPIENT, any such work which is produced by the RECIPIENT

## **36.0 NOTICES**

**36.1** Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this agreement shall be given or provided by personal delivery, mail, courier service, fax or email at the postal address, fax number or email address, as the case may be, of the receiving party as shown in Schedule A. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible. Notice by mail is deemed to be received five (5) days after mailing. By fax or email is deemed to be received one (1) day after mailing.

## **37.0 CONFLICT OF INTEREST**

**37.1** No current or former public servant or public office holder to whom the Conflict of Interest Act, the policy on Conflict of interest and Post-Employment or the Values and Ethics Code for the Public Sector applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is following the said legislation or codes. No member of the Senate or House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

## **38.0 RESULTS REPORTING**

**38.1** Funded activities that include follow-ups beyond the duration of the sub-project and/or recipient agreement remain as obligations of the recipient and survive termination or expire of the agreement. This includes 3 and 12 months follow up as requirements as follow:

a) Prevention and Shelter Diversion (Core Services)

Require 3 months follow up once a person has received a core prevention service. Follow-up for interventions received in the last three months of a fiscal reporting period (January to March) will always occur in the first three months of the next fiscal reporting period.


b) Housing Placements

Require a 12 months follow-up once an individual is placed into housing. Follow-up will always occur in the next reporting period for up to 12 months.



SIGNED AT PRINCE ALBERT SASKATCHEWAN THIS 25 DAY OF March, 2026.

**River Bank Development Corporation, by the following authorized officer (s)**

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

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

SIGNED AT PRINCE ALBERT, SASKATCHEWAN THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

**For the Recipient, by the following authorized officer (s)**

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

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

**SCHEDULE A**

**PROJECT DESCRIPTION**

**1. Project Description**

**Recipient:** City of Prince Albert- Community Safety and Well-Being Department

**Project Title:** Prince Albert’s Encampment Strategy

<b>Recipient mailing Address:</b> City of Prince Albert 1084 Central Avenue Prince Albert, SK, S6V 7P3	<b>Community Entity Mailing Address:</b> River Bank Development Corporation 1350 15 Avenue West, Prince Albert, SK, S6V 5P2
<b>Primary Contact:</b> Anna Dinsdale, Community Safety and Well-Being Manager	<b>Primary Contact:</b> Tina Dickson
<b>Telephone Number:</b> (306) 953-4140	<b>Telephone Number:</b> (306) 763-7459
<b>Email:</b> <a href="mailto:adinsdale@citypa.com">adinsdale@citypa.com</a>	<b>Email:</b> <a href="mailto:rbdc.housing@sasktel.net">rbdc.housing@sasktel.net</a>
<b>Project start date:</b> April 1, 2026	<b>Project end date:</b> March 31, 2027

The City of Prince Albert will continue its Community Encampment Response Plan, managed by the City of Prince Albert’s Community Safety and Well-Being Department in partnership with the Prince Albert Police Service, Prince Albert Fire Department, and key community partners including the Prince Albert Metis Women’s Association. The Encampment Team will continue its year-round response that is coordinated to assist individuals living in encampments to find better connection to community supports, health, and housing. The Encampment team will continue to deliver outreach services to provide health, hygiene, safety, and nutrition support to encampments, as well as continue to operate the already built Hygiene Hub, which runs Monday-Friday, 9 AM- 3:30 PM, from April to December.

**Activities:**

- Facilitate monthly encampment response meetings that bring partner agencies together to coordinate activities;
- Work alongside bylaw and community agencies to improve client connection to integration support services such as Community Access Points, Housing Support Workers, Health and other related support services;
- Ensure that any funding partners of the City of Prince Albert will ensure that purchases and activities align with the designated community Reaching Home directives;
- Use and incorporate the language used in the agreement between RBDC and COPA;
- The City of Prince Albert will provide signed copies of any partnership agreements;
- The City of Prince Albert will ensure that funded community partners will complete relevant reporting and data activities for project;
- Connect individuals living unsheltered or in encampments to supports in the community such as Shelters, Health, Financial Assistance, Housing Intakes, or other relevant services;
- Intensive outreach supports to clients living unsheltered;
- Providing culturally sensitive program delivery;
- Providing support to improve client’s social integration;
- Accept direction from Community Entity or the Coordinated Access lead as required;
- Building and maintaining relationships with clients including mediation during times of conflict;
- Advocacy;
- Hygiene Hub is utilized from April- December (weather permitting), Monday-Friday, 9 AM- 3:30 PM;

- Outcomes are tracked in HIFIS including Hygiene Hub uses, outreach provisions tracking, encampment tracking, and basic needs support;
- Attend bi-weekly Prince Albert Coordinated Access meetings to collaborate and engage with other Coordinated Access agencies;
- Complete intakes with individuals wanting to exit encampment life and transition to the housing continuum;
- Bridge people to basic needs services and clinical and treatment services, tracked in HIFIS.

**Expected Results:**

- Continuation of a city-wide encampment strategy without service disruption;
- Centralization of encampment resources and response;
- Provide support services to people living in encampments;
- Work with people who are chronically and episodically experiencing homelessness;
- The community will benefit from more effective use of health and police service;
- A reduction in encampment related crimes;
- People living unsheltered will have access to bathroom facilities including a washing station which will lead to improved health and well-being for people living unsheltered

**2. Milestones**

(1) Throughout the Project quarterly activity reports and RROL reporting will be submitted quarterly by the Recipient in a format provided by the Community Entity, no later than **15 days after the quarter end**, (July, October, January).

a. Due dates are as follows:

**July 15<sup>th</sup>, 2026**  
**October 15<sup>th</sup>, 2026**  
**January 15<sup>th</sup>, 2027**  
**April 15<sup>th</sup>, 2027**

(2) The Recipient to complete final financial and activity report within **25 days after completion** of the Project and to provide Community Entity with data collection used for Results Reporting, forward all reports from other funding sources in partnership with Project when they are required to be completed.

a. Due date is:

**April 25<sup>th</sup>, 2027**

**Schedule B****Financial Provisions**

<b>Name of RECIPIENT:</b> City of Prince Albert- Community Safety and Well-Being Department
<b>Project Title:</b> Prince Albert's Encampment Strategy

**1.0 MAXIMUM CONTRIBUTION OF RBDC**

**1.1** The maximum amount payable by RBDC in each Fiscal Year of the Project Period on account of the contribution is as follows, unless otherwise authorized in writing by RBDC:

In Fiscal Year 2026 – 2027 is \$208,095.10

**2.0 INTEREST EARNED ON CONTRIBUTION**

**2.1** Where the amount of interest earned on advance payments is in excess of one hundred dollars (\$100), such interest is deemed to be part payment of RBDC's contribution and will be taken into account in the calculation of the final payment by Canada, or repayment by the Recipient, as may be appropriate in the circumstances.

**3.0 REPAYMENT REQUIREMENTS**

**3.1** In the event payments made to the Recipient exceed the amount set out in section 1.1, the amount of the excess is a debt owing to RBDC and shall be promptly repaid to RBDC upon receipt of notice to do so. Without limiting the generality of the foregoing, amount to which the Recipient is not entitled include:

a) the amount of any expenditures paid for with the contribution which are disallowed or determined to be ineligible; and

b) any amount paid in error or any amount paid in excess of the amount of the expenditure actually incurred.

**3.2** Interest shall be charged on overdue repayments owing under section 3.1 in accordance with the *Interest and Administrative Charges Regulations* made pursuant to Canada's *Financial Administration Act*. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the *Interest and Administrative Charges Regulations*, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by RBDC.

**3.3** The Recipient acknowledges that where an instrument tendered in payment or settled of an amount due to Canada under section 3.1 is, for any reason, dishonored, an administrative charge of \$15 is payable by the Recipient to RBDC in accordance with the above-mentioned *Interest and Administrative Charges Regulations*.

**4.0 OTHER SOURCES OF FUNDING**

**4.1** The Recipient declares that it has received or is entitled to receive

a) the following funding (cash) for the Project from the following sources:

b) goods, services or other non-cash contributions for the project from the following sources

Having the following estimated fair and reasonable monetary value:

a) City of Prince Albert, \$20,000.00

**4.2** The Recipient agrees to inform RBDC promptly in writing of any change to the declaration made under section which will lead to an amendment of the contract.

**4.3** The Recipient agrees that where there is a change to the declaration made in section 4.1, RBDC may, in its discretion, reduce the amount of its maximum contribution to the Project by such amount, not exceeding the amount of the change in assistance received, that it considers appropriate.

**4.4** If the amount of Canada's contribution already paid to the Recipient exceeds the reduced maximum contribution, as determined under section 4.3 the amount of the excess shall be deemed to be an amount to which the Recipient is not entitled and shall be repaid to RBDC in accordance with section 3.0 of this Schedule.

**4.5** Upon completion of the Project, and the amount set out in section 1.1 is in excess of \$100,000, the Recipient agrees to provide RBDC with a statement identifying the total funding provided from all sources for the project, including total funding received for the project from federal, provincial and municipal governments.

## 5.0 PROJECT BUDGET

5.1 The following is the Project budget:

2026-2027 Budget Detail		
1.0 Staff and Wages	Amount	Details
Wages	\$56,916.00	
Benefits/MERC's	\$18,303.00	32% Health, Dental, Pension
<b>Subtotal Staff and Wages:</b>	<b>\$75,219.00</b>	
2.0 Professional Fees		
<b>Subtotal Professional Fees:</b>	<b>\$112,913.00</b>	Outreach to staff Hygiene Hub: -FT outreach \$52,000.00 (75.5 bi-weekly) MERCS \$7,275.00 -PT outreach \$26,000.00 (37.5 bi-weekly) MERCS \$3,638.00 Total Wages: \$88,913.00 Other project fees: -Client Supplies \$5,000.00 -Insurance \$500.00 -Transport for Clients \$10,000.00 -Contractor fees \$8,500.00
3.0 Capital		
Generator for Hygiene Hub	\$5,000.00	
<b>Subtotal Capital:</b>	<b>\$5,000.00</b>	
4.0 Other Activity Costs		
	Amount	Details
Utilities	\$333.00	\$27.75/month
Telephone	\$360.00	Cell phone \$30.00/month
Printing	\$250.00	Client Resources
Hygiene Hub Supplies	\$8,095.10	Hygiene kits for clients, PPE for staff
Hygiene Hub Servicing	\$4,420.00	August- December
<b>Subtotal Other Activity Cost:</b>	<b>\$13,458.10</b>	
5.0 Admin		
IT	\$264.00	\$22/month
Professional Development	\$1,000.00	First Aid, CPR, Crisis Resolution, Having Difficult Conversations
Office Supplies	\$121.00	Pens, paper
<b>Subtotal Admin:</b>	<b>\$1,385.00</b>	
6.0 Organizational Infrastructure Costs		
<b>Subtotal Professional Fees:</b>	<b>\$120.00</b>	Bookkeeping
<b>TOTAL PROJECT BUDGET:</b>	<b>\$208,095.10</b>	

### 5.1.1 Budget Notes:

“Administrative Costs” are general administration type costs, normally incurred by any organization, that are hereby incurred to enable effective delivery of the project. These includes costs such as rent, phone/fax, postage/courier, office supplies, internet/website, bank charges, office moving expenses, office cleaning, security system, garbage removal/recycling, publication purchases, equipment maintenance, and membership fees.

## 6.0 BUDGET FLEXIBILITY

6.1 The Recipient may, except in cases specified in section 6.2, make adjustments to its allocation of funds between any of the expenditure categories identified in the Project Budget without having to obtain RBDC’s approval, provided the adjustments do not result in an increase to the amount set out in section 1.1. However, where the Recipient makes an adjustment allowed by the section, it shall notify RBDC promptly in writing of the adjustment.

**6.2** The Recipient shall obtain RBDC's written approval prior to making an adjustment to the Project Budget that:

- a) increases or decreases by any amount the subtotal amount budgeted for any expenditure category of the Project Budget identified with an Asterix (\*); or
- b) increases or decreases the subtotal amount of any other expenditure category, by more than 10%.

**6.3** Written approval by RBDC of adjustments under section 6.2 may be required by RBDC to be documented by way of a formal amending agreement signed by both parties.

**6.4 (1)** Following the end of each payment period of the Agreement, the Recipient shall provide RBDC with a financial claim signed by an authorized official of the Recipient containing:

- a) a summary breakdown of claimed Eligible Expenditures;
- b) a statement certifying that all expenditures claimed for the payment period are in accordance with the provisions of this agreement;
- c) a narrative report describing the work completed on the project during the payment period; and
- d) any additional supporting documentation required by RBDC.

(2) The Recipient shall submit the financial claim required under subsection (1) no later than,

- a) if the payment period is monthly, 10 days following the payment period; and
- b) if the payment period is quarterly, 15 days following the payment period.

## **7.0 CONDITIONS GOVERNING ELIGIBLE EXPENDITURES**

**7.1** Subject to the following conditions, the expenditures set out in the Project Budget above are Eligible Expenditures for the purposes of this agreement:

- a) expenditures must be incurred during the project period;
- b) expenditures must, in the opinion of RBDC, be reasonable;
- c) the portion of the cost of any travel, meals, and accommodation costs that exceeds the rates for public servants set out in the National Joint Council of Canada's Travel Directive is not eligible for reimbursement;
- d) the portion of hospitality costs that exceed the rates set out in the Hospitality Policy of Canada's Treasury Board is not eligible for reimbursement;
- e) the portion of the cost of any goods and services purchase by the Recipient for which the Recipient may claim a tax credit or reimbursement is not eligible for reimbursement;
- f) depreciation of capital assets is not an eligible reimbursement;
- g) fines and penalties are not eligible for reimbursement;
- h) the cost of alcoholic beverages is not eligible for reimbursement;
- i) costs associated with software development and/or the purchase of hardware for the collection and management of homelessness data that performs similar functions to the HIFIS software and duplicates activities already offered through the National Homelessness Information System are not eligible for reimbursement; and
- j) costs associated with software development and/or purchase of hardware for the collection and/or management of homelessness data that results in an inability to participate in the National Homelessness Information System (system compatible with HIFIS software) are not eligible for reimbursement.



SIGNED AT PRINCE ALBERT SASKATCHEWAN THIS 25 DAY OF March, 2026.

**River Bank Development Corporation, by the following authorized officer (s)**

Per: 

Per: 

SIGNED AT PRINCE ALBERT, SASKATCHEWAN THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

**For the Recipient, by the following authorized officer (s)**

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

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

## **ANNEX B**

### **FINANCIAL PROVISIONS**

#### **1.0 MAXIMUM CONTRIBUTION OF RBDC**

**1.1** RBDC will contribute a maximum of \$208,095.10 for the Project Period by way of an advance that shall be made upon execution of this agreement by both Parties.

#### **2.0 OTHER SOURCES OF FUNDING**

**2.1** The Recipient declares that it has received or is entitled to receive:

- a) the following funding (cash) for the Project from the following sources:
- b) goods, services, or other non-cash contributions for the project from the following sources:

Having the following estimated fair and reasonable monetary value:

- City of Prince Albert \$20,000.00

**2.2** The Recipient agrees to inform RBDC promptly in writing of any change to the declaration made under section.

**2.3** The Recipient agrees that where there is a change to the declaration made in section 4.1 of other sources of funding, RBDC may, in its discretion, reduce the amount of its maximum contribution to the Project by such amount, that it considers inappropriate.

**2.4** If the amount of Canada's contribution already paid to the Recipient exceeds the reduced maximum contribution, as determined under section 4.3 the amount of the excess shall be deemed to be an amount to which the Recipient is not entitled and shall be repaid to RBDC in accordance with section 3.0 of this Schedule.

**2.5** Upon completion of the Project, and the amount set out in section 1.1 is in excess of \$100,000.00, the Recipient agrees to provide RBDC with a statement identifying the total funding provided from all sources for the project, including total funding received for the project from federal, provincial, and municipal governments.

#### **3.0 TERMS OF PAYMENT**

**3.1** RBDC will make payments of its contributions by way of:

- Initial Payment: \$46,821.40
- Second Payment: \$46,821.40
- Third Payment: \$46,821.40
- Fourth Payment: \$46,821.40
- Holdback Payment: \$20,809.50

**Total funding: \$208,095.10**

**3.1.2** (1) Subject to subsection (2), RBDC may, at any time and in its sole discretion, change the basis of payments of its contribution to the Recipient

**3.1.3** change the payment period

**3.1.4** change both (a) and (b).

**3.2** Where RBDC decides to make a payment change pursuant to subsection (1), RBDC shall notify the Recipient in writing of the change and of the period during which the change will be applicable.

**3.3** Where RBDC chooses to make payments of its contribution to the Recipient by way of progress payments, each progress payment shall cover the Recipient's actual Eligible Expenditures incurred during the payment period as approved by RBDC following submission by the Recipient of the financial claim for the payment period referred to in section 8.3.

**3.4** Following each payment, the Recipient shall provide RBDC with a financial claim signed by an authorized official of the Recipient containing:

- a) a summary breakdown of claimed Eligible Expenditure;
- b) a statement certifying that all expenditures claimed for the payment are in accordance with the provisions of this agreement;
- c) a narrative report describing the work completed on the project during the payment period; and any additional supporting documentation required by RBDC.

**3.5** The Recipient shall submit the financial claim required under subsection (1) no later than 30 days after the expensing of the payment.

#### **4.0 FINAL REPORT**

**4.1** Unless the Recipient is required elsewhere in the Agreement to provide another, more specific, final report outlining the results of the project, the Recipient shall provide RBDC with a final report that summarizes the Project scope, describes the results achieved, explains any discrepancies between the results and the planned or expected results and contains such other information as RBDC may specify, in writing, to the Recipient. The Recipient shall provide RBDC with the final report within sixty (60) days following the project period.

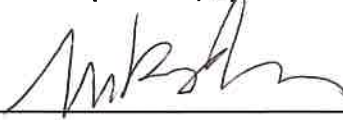
**4.2** The Recipient shall provide RBDC with a copy of their audited financial statements for the fiscal year of the project and shall undertake to have their auditor outline, on a separate page, the total revenue received from RBDC and all of the expenses incurred to carry out the project.

**4.3** The Recipient shall provide RBDC with a copy of their audited financial statements for the fiscal year of the project and shall undertake to have their auditor outline, on a separate page, the total revenue received from RBDC and all of the expenses incurred to carry out the project.



SIGNED AT PRINCE ALBERT SASKATCHEWAN THIS 25 DAY OF March, 2026.

**River Bank Development Corporation, by the following authorized officer (s)**

Per: 

Per: 

SIGNED AT PRINCE ALBERT, SASKATCHEWAN THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

**For the Recipient, by the following authorized officer (s)**

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

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