

CONTRACT NUMBER: [REDACTED]

THIS CONTRACT MADE EFFECTIVE THE [REDACTED] DAY OF [REDACTED], 2018

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,

as represented by the Minister of Municipal Affairs
(the “Province”)

- and -

Municipality (Contractor)
(the “Contractor”)

BACKGROUND

The provincial assessor requires services to be provided and materials delivered related to the assessment of Designated Industrial Properties (DI Properties) and associated undertakings including defense of appeals and the Contractor agrees to provide these services and materials.

Therefore the parties agree as follows:

DEFINITIONS

1. In this Contract:

- (a) “Assessment Area” means the geographic location in which the Contractor is responsible for preparing DI Property assessments as set out in Schedule A;
- (b) “Business Day” means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province;
- (c) “Contract” means this document, Schedules A, B, C, and D;
- (d) “DI Property” means designated industrial property, as defined in section 284(1)(f.01) of the *Municipal Government Act* as amended by section 21(a)(ii) of the *Modernized Municipal Government Act*), but for the purpose of this contract, does not include linear property;
- (e) “Municipal Assessor” means the individual appointed through municipal bylaw or resolution to be the Municipal Assessor described in Schedule C;
- (f) “Effective Date” means the date first above written;

- (g) “FOIP Act” means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time;
- (h) “Major Plants” means the DI Properties listed in the Alberta Machinery and Equipment Assessment Minister’s Guidelines.
- (i) “Materials” means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Contractor or its employees, subcontractors or agents in the course of performing the Services;
- (j) “Municipality ” has the meaning given in the *Municipal Government Act, Section (1)(s)*
- (k) “Personal Information” means personal information as defined in the *FOIP Act*;
- (l) “provincial assessor” means the person designated to be the provincial assessor under section 284.1 of the *Municipal Government Act*;
- (m)“Services” means the work, duties, functions, and deliverables described in Schedule A;
- (n) “RFI” means a request for information prepared by an Appointed Assessor and sent to an assessed person;
- (o) “Tax Year” means each calendar year during the term of this contract;
- (p) “Term” means the contract period specified in clause 2.

TERM OF CONTRACT

- 2. This Contract shall be effective from January 1, 2018 to December 31, 2020, unless terminated in accordance with this Contract and may be extended for up to two, one-year terms.
- 3. Either party in this contract may request in writing a one-time review of the terms in Schedule A and Schedule D only, such request must be received by December 1, 2018. The timeframe for the review period shall be January 1, 2019 to February 28, 2019. No further reviews or amendments will be considered for the balance of the term of the contract unless agreed to by both parties.

PERFORMANCE OF SERVICES

- 4. The Contractor agrees to perform the Services in accordance with the provisions of this Contract and follow any directions from the provincial assessor regarding the performance of the Services. The Contractor represents and warrants that it will have on staff (or under contract) an assessor with the qualifications and expertise to fully perform the Services within the timelines required.

PAYMENT

5. The provincial assessor agrees to pay the Contractor a sum in compliance with schedule D in (Canadian funds) to perform the Services.
 - (a) The Contractor shall be paid:
 - i. the rates specified in Schedule D for completion of the Services in accordance with this Contract;
 - ii. for pre-approved additional expenses actually incurred by the Contractor in performance of Services as set out in Schedule D; and
 - iii. upon submitting an invoice and other supporting documentation required by the provincial assessor describing the Services for which payment is claimed.
 - (b) The provincial assessor shall pay the Contractor within 30 days of receipt of an invoice provided the requirements of clause 4(a) have been met.
 - (c) The provincial assessor represents and warrants that, as the purchaser of the Services provided under this Contract, no amount payable under this Contract is subject to the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the *Excise Tax Act* (Canada) as amended. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.
6. Where necessary, the provincial assessor may order the re-execution of any Services or Materials which are not performed in accordance with the provisions of this Contract, in which case the Contractor shall re-execute the Services or Materials at the Contractor's expense in accordance with this Contract.

RECORDS AND REPORTING

7. The Contractor shall:
 - (a) keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate accounting books, accounting records and accounts relating to this Contract and, on demand, provide to the provincial assessor these documents to examine, audit and make copies and take extracts; and
 - (b) keep the documents referred to in clause 7(a) for three years following the completion or termination of this Contract.
8. The Contractor shall submit to the provincial assessor, a copy of any written report on DI property:
 - (a) any time the municipal assessor sends such reports to the municipal administration in accordance with (Delegation of Authority).
 - (b) upon request by the provincial assessor. In this case, such reports will include information on:

- i. the services completed during that reporting period;
- ii. the time schedule for those portions which are not completed; and
- iii. any other information requested by the provincial assessor in relation to the completion of this Contract.

NON-ASSIGNABILITY AND SUBCONTRACTING

9.

(a) The Contractor shall not:

- i. assign or otherwise dispose of any of its rights, obligations or interests in this Contract;
or
- ii. subcontract the Services (other than as specified in Schedule C)

without the prior written consent of the provincial assessor. The response from the provincial assessor shall be supplied within 30 days of the request, and will not be unreasonably withheld.

(b) When the Contractor retains any subcontractor(s) in connection with performance of the Services, the Contractor shall:

- i. be responsible for remunerating the subcontractor(s);
- ii. be responsible for the performance and activities of the subcontractor(s); and
- iii. contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the Contractor to fulfill its obligations under this Contract.

PERSONNEL REPLACEMENT

10.

(a) The Contractor shall not replace the Municipal Assessor, subcontractor or agent identified in Schedule C, or appoint a new Municipal Assessor, subcontractor or agent, to perform the Services without the prior written approval of the provincial assessor, which approval shall not be unreasonably withheld.

COMPLIANCE

11. The Contractor shall:

- (a) comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Contractor in performing the Services; and
- (b) when the *Workers' Compensation Act* (Alberta), as amended from time to time, applies, and upon request from the Province, deliver to the Province a certificate from the Workers' Compensation Board showing that the Contractor is registered and in good standing with the Board.

MATERIAL OWNERSHIP

12.

- (a) Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trade mark rights belongs to the provincial assessor as they are made, prepared, developed, generated, produced or acquired under this Contract. The Materials shall be delivered to the provincial assessor upon completion or termination of this Contract, or upon request by the provincial assessor.
- (b) Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by the provincial assessor, the Contractor or a third party prior to the Effective Date remain the property of each party respectively. This does not apply to DI property assessment records under clause 3(a) of Schedule A1 of this contract.
- (c) Where any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Contractor prior to the Effective Date ("Contractor Materials") is reproduced or incorporated in the Materials, the Contractor grants to the provincial assessor a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Contractor Materials, for any purpose.
- (d) The Contractor
 - i. irrevocably waives in whole all moral rights, and
 - ii. shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights,

in and to the Materials in favor of the provincial assessor and the provincial assessor's assignees and licensees. Upon request by the provincial assessor, the Contractor shall deliver to the provincial assessor copies of the waivers obtained from its employees, subcontractors and agents engaged in providing the Services.

- (e) Prior to reproducing or incorporating any third party copyright materials into the Materials, the Contractor must obtain adequate and satisfactory written permission from the copyright holder and be held on file and upon request copies must be provided to the provincial assessor. The Contractor shall cooperate with the provincial assessor in protecting the Province's ownership or intellectual property rights in the Materials.

NON-DISCLOSURE OF INFORMATION

13.

- (a) Except as provided in clauses 12 and 13, all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the Contractor in the performance of the Services (the "provincial assessor's Information"), shall not be disclosed or published by the Contractor without the prior written consent of the provincial assessor. The provincial assessor will respond to the written request within 30 calendar days. The Contractor may disclose the provincial assessor's Information to employees, subcontractors or agents of the Contractor, to the extent of their need to know and for the purpose of performing the Services, provided that the Contractor has a confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Contract.
- (b) Subject to clause 14(b), the Contractor's obligations in clause 13(a) do not apply to information or documents which:
 - i. are or become publicly available through no act or omission of the Contractor;
 - ii. are independently developed without benefit of the provincial assessor's Information;
 - iii. are received by or from a third party without restriction and without a breach of an obligation of confidentiality; or
 - iv. are requested pursuant to Sections 299.1, 299.2 and 300.1 of the *MGA*. Requests made under these sections of the *MGA* shall be responded to by the municipal assessor on behalf of the provincial assessor.
- (c) The Contractor shall retain the provincial assessor's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of the provincial assessor's Information. The Contractor shall immediately advise the provincial assessor of any unauthorized access, use, disclosure, loss or destruction of the provincial assessor's Information, and shall provide the provincial assessor any assistance reasonably required to rectify such a situation.
- (d) The Contractor shall return or deliver the provincial assessor's Information to the provincial assessor upon completion or termination of this Contract, or upon request of the provincial assessor.

- (e) The provincial assessor's information may be disclosed to the extent required by law or court order, provided that the provincial assessor is given reasonable notice and opportunity to seek to prevent or limit its disclosure.
- (f) No press release, public announcement or other public commentary relating to this Contract and the contractor's duties under this Contract shall be made by the Contractor without the prior written approval of the provincial assessor.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

14.

- (a) The Contractor acknowledges that this Contract, including without limitation the name of the Contractor, fees payable, the Term, and details of the Services may be subject to disclosure under the FOIP Act. The Contractor further acknowledges that the *FOIP Act* applies to the provincial assessor's Information collected, used or disclosed in the performance of Services, and the Contractor shall adhere to the *FOIP Act* in its collection, use and disclosure of any Personal Information.
- (b) The Contractor shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract, or as otherwise expressly authorized in writing by the provincial assessor. Personal information means any recorded information about an identifiable individual and includes information identified under Section 1 of the FOIP Act
- (c) Upon request, the Contractor shall, within five Business Days, provide to the provincial assessor any records that are requested under the access provisions of the *FOIP Act* that are in the custody or under the control of the Contractor. Should the Contractor receive an access request under the *FOIP Act*, the Contractor shall not respond to it, but shall immediately forward the access request to the provincial assessor for further handling.
- (d) In providing the Services the Contractor shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At the provincial assessor's request, the Contractor must correct, within five Business Days of the request, Personal Information that the Contractor may have either collected or compiled about an individual pursuant to this Contract.
- (e) The Contractor shall:
 - i. protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;
 - ii. immediately advise the provincial assessor of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to the provincial assessor to prevent or remedy the same; and

- iii. provide the provincial assessor with any information regarding the Contractor's security measures that the provincial assessor may require to verify compliance with the *FOIP Act*.
- (f) The Contractor shall store only in Canada all records of Personal Information which are disclosed to the Contractor under this Contract, including records that are collected, used or stored on behalf of the provincial assessor.
- (g) The Contractor shall act on any direction that the provincial assessor may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.

INDEMNITY AND LIABILITY

15.

- (a) Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from
 - i. that party's breach of this Contract, or
 - ii. the negligence, other tortious act or willful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Contract.
- (b) The Contractor shall indemnify and hold harmless the provincial assessor against and from any loss or damage to the real or personal property of the provincial assessor to the extent arising from the Contractor's breach of this Contract or from the negligence, other tortious act or willful misconduct of the Contractor, or those for whom it is legally responsible.
- (c) The Contractor shall indemnify and hold harmless the province against any third party claim, whether or not the Contractor is in breach of this Contract

INSURANCE

16.

- (a) The Contractor shall, at its own expense, and without limiting its liabilities or obligations under this Contract, insure its operations under a contract of general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof.
- (b) The Contractor shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor and used in the performance of the Services in an amount not less than \$2,000,000.

- (c) The Contractor shall provide the provincial assessor with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of the provincial assessor.
- (d) The Contractor shall ensure that all its subcontractors obtain and maintain general liability insurance sufficient to meet the requirements in clause 16(a).
- (e) When requested by the provincial assessor, the Contractor shall provide evidence of endorsement to provide the provincial assessor with 30 days advance written notice of cancellation of insurance coverage.

RELATIONSHIP OF PARTIES

17. The relationship of the Contractor to the provincial assessor in performing the Services under this Contract is that of an independent contractor, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture or employment relationship between the Contractor and the provincial assessor.

NOTICES

18.

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

The Province: Municipal Affairs, Assessment Services Branch
 Address: 15th Floor, Commerce Place
 10155-102nd Street
 Edmonton, AB T5J 4L4

Attention: Manager of Transitional Initiatives
 Centralized Industrial Property Assessment Unit
 Fax: 780-422-3110
 Email: ma.asbcia.asmt@gov.ab.ca

The Contractor: _____

Address: _____

Attention: _____

Fax/Email: _____

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

- (b) Either party may change its information in clause 18(a) by giving notice to the other in the manner described in clause 18(a).
- (c) Any notice personally served or sent by fax shall be deemed received when actually delivered or received, if delivery or fax transmission is on a Business Day, or if not on a Business Day, on the following Business Day.

TERMINATION

19.

- (a) Either Party may at any time terminate this Contract, without cause, upon one hundred eighty (180) days written notice to the other Party.
- (b) If this Contract is terminated:
 - i. all Materials made, prepared, developed, generated, produced or acquired by the Contractor, or its employees, subcontractors or agents under this Contract are the property of the provincial assessor; and
 - ii. the provincial assessor shall only have to pay the Contractor for the Services completed in accordance with this Contract up to the effective date of termination.

SAFETY AND SECURITY

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

PARTIES' REPRESENTATIVES

21.

- (a) The Province designates the Manager of Transitional Initiatives of the Department of Municipal Affairs as the Province's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 18(a).
- (b) The Contractor designates _____ as the Contractor's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 18(a).
- (c) Either party may change its designated representative above by sending written notice to the other party of such change.

CONFLICT OF INTEREST AND ETHICAL CONDUCT

22.

- (a) The Contractor shall ensure that nothing appears to be a conflict of interest or an apparent conflict of interest on the part of the Contractor or its employees, subcontractors or agents in relation to the Services, and all Services shall be performed in a manner consistent with high ethical standards, including without limitation to the following:
- i. the Contractor and its employees, subcontractors and agents shall not influence, or seek to influence, or otherwise take part in a decision of the Province knowing that the decision might further their private interests;
 - ii. where the Services involve providing advice, making recommendations to the provincial assessor or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
 - iii. except for payment as set out in this Contract, the Contractor and its employees subcontractors or agents shall not give or accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
 - iv. the Contractor and its employees, subcontractors and agents shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
 - v. the Contractor, upon request by the provincial assessor, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Contractor in its business practices or in relation to its employees, subcontractors or agents; and
 - vi. the Contractor shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta), as amended from time to time.
- (b) In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Contractor shall immediately disclose such matter to the provincial assessor in writing. Upon such disclosure, the Contractor shall not commence or continue performance of the Services without the prior written consent of the provincial assessor. If the provincial assessor is of the opinion the Contractor or its employees, subcontractors or agents are in a conflict of interest, the provincial assessor may immediately terminate this Contract.

SURVIVAL OF TERMS

23. Notwithstanding any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue after such completion or termination, including without limitation the following:

- (a) clause 7 Records and Reporting;
- (b) clause 12 Material Ownership;
- (c) clause 13 Non-Disclosure of Information;
- (d) clause 14 Freedom of Information and Protection of Privacy; and
- (e) clause 15 Indemnity and Liability.

GENERAL

24. In the case of conflicts or discrepancies among this document and the Schedules attached to this document, the documents shall take precedence and govern in the following order:

- (a) The body of this document, and
- (b) The Schedules to this document.

25. Time is of the essence of this Contract.

26. This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.

27. Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.

28. The rights and remedies of the provincial assessor under this Contract are cumulative and any one or more may be exercised.

29. The Parties may amend this Contract only by mutual written agreement signed by the parties.

30. This Contract shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.

31. This Contract shall be for the benefit of and binds the successors and assigns of the parties.

32. The headings in this Contract are inserted for convenience of reference only and shall not affect the meaning or construction of this Contract.

33. In this Contract words in the singular include the plural and words in the plural include the singular.

34. This Contract may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

HER MAJESTY THE QUEEN IN RIGHT
OF ALBERTA, as represented by the
Minister of Municipal Affairs

(Name of Contractor)

Per:

Per:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Signature

Print Name

Title

Date

Schedule A – Services to be Provided by the Contractor

1. The Contractor will provide the Services under this Contract for the following Assessment Area(s):
 - a. The municipal boundary of [Municipality]
2. With respect to DI Property in the municipality for the Tax Year, the Municipal Assessor shall
 - (a) Conduct pre-assessment consultations with DI Property owners and their agents;
 - (b) Determine the inventory of DI Properties in accordance with clause 2(a) of this Schedule;
 - (c) Obtain all of the information necessary to assess DI Properties and to prepare assessment roll entries for DI Properties, including by issuing RFIs to DI Properties owners and reviewing RFI responses, and by inspecting DI Properties, where necessary;
 - (d) Prepare annual and supplementary assessments for DI Properties, this includes amended assessments under s.305 of the *MGA*;
 - a. Supplementary assessments are only prepared if a Supplementary Assessment Bylaw for the municipality has been established.
 - (e) Provide all necessary DI Property assessment information to the provincial assessor for the purposes of preparing;
 - a. annual DI Property assessment notices, and
 - b. supplementary assessment notices,in accordance with clause 3 of this Schedule;
 - (f) Identify assessment-relevant changes to DI Properties, and
 - a. advise which annual assessments for DI Properties defined as major plants should be amended, if any,
 - b. must consult with and obtain written approval from the provincial assessor before working on an amended assessment for DI properties defined as major plants,
 - c. if approval is granted under subsection b., prepare the amended DI Property assessments, and
 - d. provide all necessary information to the provincial assessor in accordance with clause 3 of this Schedule for the purposes of preparing the amended DI Property assessment notices;
 - (g) Provide any information required by the provincial assessor for the purposes of quality assurance of DI Property assessments;

- (h) Provide communications services in accordance with clause 5 of this Schedule;
 - (i) Provide information to the provincial assessor or on the provincial assessor's behalf, to meet the requirements of any access to information requests that may be made to the provincial assessor; and
 - (j) Provide complaint support services in accordance with clause 4 of this Schedule.
3. The Contractor shall determine the completeness of the DI Property assessment roll by identifying all assessable DI Properties in the municipality for the Term of the Contract, as well as assessment-relevant changes to DI Properties. The Contractor shall inspect
- (a) existing DI Properties, and
 - (b) new development and newly constructed properties,
- as may be required, to determine whether these properties are assessable as DI Property, and whether any changes are required to their assessments due to additions, changes or subtractions to the property, or changes as a result of legislation or policy changes which would result in a change to the property's assessment, as per the time table in Schedule B.
4. The Contractor shall provide all necessary support to the provincial assessor's response to assessment complaints respecting assessments prepared by the Contractor, in accordance with the provincial assessor's directions. Necessary support shall include:
- (a) Appearing before and giving evidence to the Municipal Government Board (MGB), including by employees, subcontractors and agents, as may be required, arising from the Contractor's preparation of assessments;
 - (b) Preparing documents as may be required for the purposes of responding to the assessment complaints, including the production of evidence and will-say statements, according to the timelines established by the legislation;
 - (c) Provide advice to the provincial assessor with respect to the settlement of assessment complaints, including any amended assessments; and
 - (d) Take no action to unduly expose the provincial assessor to an award of costs against the provincial assessor for the conduct of the Contractor.
5. The Contractor will provide support for the following stakeholder/ratepayer communications services:
- (a) Any routine stakeholder/ratepayer inquiries related to the preparation of the DI Property assessments;
 - (b) Any information requested by the municipality required to support administration of the municipal budget process.

- (c) Any requests for access to assessment records under section 299.1 of the *Municipal Government Act*
- (d) Any requests for access to summary of the assessment under section 300.1 of the *Municipal Government Act*.
- (e) Any requests for access to assessment record under section 299.2 of the *Municipal Government Act*. Information will be provided to the municipal assessor on behalf of the provincial assessor, in accordance with s.301(2) of the *Municipal Government Act*, the regulations and the Delegation of Authority from the provincial assessor.
- (f) The provision of access to information under this section must be in accordance with the *Freedom of Information and Protection of Privacy Act* as described under clause 14 of this contract.

Schedule A1 – Standards to be met by the Contractor

1. Standards of Practice

The Contractor will adhere to

- (a) all of the legislative requirements, and
- (b) the directions provided by the provincial assessor, for assessing DI Properties and adherence to performance standards in performing other services in accordance with this Schedule.

2. Health and Safety

- (a) The Contractor is responsible for the health and safety of its staff while on sites, including providing proper training and ensuring appropriate personal protective equipment is used.
- (b) The Contractor must provide health and safety training as required by property owners for access to DI properties and as required to meet industry standards and provisions the *Workers Compensation Act* and its associated regulations.

3. Ownership of Records

- (a) All DI Property assessment records for the [Municipality] in the possession of the Contractor or [Municipality] become the property of the provincial assessor.
- (b) Where possible digital photographs of all buildings and facilities should be taken and stored in the Contractor's office.
- (c) Upon completion of the Contract the Contractor shall provide all digital and hard copy DI property assessment records to the provincial assessor.

4. Quality Management

- (a) The Contractor shall perform the Services with reasonable skill, care and diligence and in accordance with any applicable industry standards of suppliers of services similar to, or the same as, the Services described in this Contract.

5. Independence of Municipal Assessor

- (a) The Municipal Assessor and its staff will undertake the services free from interference, influence, and duress from external parties, including those within the municipal administration or elected officials.
- (b) Appropriate information barriers will be utilized to protect the municipal assessor from actual or perceived conflicts of interest arising from proximity of the Contractor and those within the administration or elected officials.

- Materials pertaining to the services are to be insulated from unnecessary access. This includes electronically through the use of passwords, or through the use of private lockable offices or storage cabinets.

6. Complaint by a Municipality

- (a) The Municipal Assessor and any municipal employee, subcontractor, or agent as a participant in the preparation of the Services in this Contract may not be involved in or participate in any manner, in any complaint filed by the municipality on the assessment of a DI property in the municipality.
- (b) If a municipality files a complaint against a DI Property assessment and the Municipal Assessor believes he or she is in a conflict, they will have the option to recuse himself or herself from the complaint process. The Municipal Assessor must provide notification and evidence of such conflict in writing to the provincial assessor.

Schedule B – Services Timetable

1. The Contractor will perform the Services in accordance with the schedule specified as follows:

Service/Deliverable	Completion Date
(a) Annual assessments due to the provincial assessor	January 15 annually
(b) Provide supplementary and amended assessments to the provincial assessor Note: Supplementary only if Supplementary Assessment Bylaw established.	End of the month in which the assessment has been completed
(c) Inspections of existing DI properties	5-year cycle (20% annually)
(d) Inspections of all new or upgraded DI properties	Annually
(e) Inspections of Major Plants	As required based on information provided in the RFI

Schedule C –Contractor Personnel

1. Human Resource Requirements

Municipal Assessor

The individual appointed as the Municipal Assessor must meet the following:

- (a) be appointed as the Municipal Assessor by bylaw or municipal council resolution for the [municipality].
- (b) meet the provisions set out in the Qualifications of Assessor Regulation, AR 233/2005 and hold the qualifications for the position and hold the certifications, education, and experience required to provide the Services.

The above two requirements must be met in order for the Municipal Assessor to be formally delegated the authority from the provincial assessor to prepare assessments for DI Properties.

The Municipal Assessor is authorized to engage such other staff resources as required to provide the Services, subject to Clause 10 of this Contract.

2. Training

The Contractor will:

- (a) Provide continuing education for those working on the assessments of DI Properties within the [Municipality]. Any training of Contractor's staff is the sole responsibility of the Contractor.
- (b) The provincial assessor may provide procedures, best practices, manuals, bulletins, standards of practice, and the like to the Contractor for dissemination to the staff involved in providing the Services. The Contractor is required to incorporate these materials into their assessment practices and ongoing training.
- (c) The provincial assessor's office may facilitate and provide training at its discretion, including providing a facility for the training, but the travel and other associated costs for the Contractor's staff to attend the training will be at the Contractor's expense.

3. Facilities and Equipment

The Contractor will provide the Facilities in order to perform the Services including office space for staff, storage of materials, and IT infrastructure as required.

4. Computer Systems and Software

The Contractor will:

- (a) Provide appropriate computer assisted mass appraisal (CAMA) software, the pro-rated cost of which shall be reimbursed in accordance with Schedule D.

- (b) Provide other appropriate software, and all required hardware, at the Contractor's sole expense, required to provide the DI Property assessment services.
- (c) Provide the annual property assessment electronically in a format compatible with the Municipal Affairs' assessment software.
- (d) Provide security for all property assessment data through regular backups. Any system malfunctions resulting in a loss of assessment data or requiring re-entry of assessment data will be remedied at the sole expense of the Contractor.

Schedule D – Contractor Fees

1. Pricing – Annual Assessment Functions

Payments under the Contract will be as follows for Annual Assessment Functions:

Service or Deliverable	Year one (2018)		
Municipal cost of preparing DI Property Assessments			Fixed Price \$
		Rate	Maximum CAMA Costs
CAMA licensing reimbursement	Per Parcel	<i>1.25</i>	\$
	Per Major Plant	<i>\$500</i>	\$
Year one only	One time Data conversion and system consolidation		\$
Total: Fixed Price, one time data conversion plus Maximum CAMA Reimbursement			\$

CAMA licensing and Data Conversion amounts for year one shall be invoiced in the first quarterly payment (March 15, 2018)

Service or Deliverable	Year 2 and 3 (2019 & 2020)		
Municipal cost of preparing DI Property Assessments			Fixed Price \$
		Rate	Maximum CAMA Costs
CAMA licensing reimbursement	Per Parcel	<i>1.25</i>	\$
	Per Major Plant	<i>\$500</i>	\$
Total: Annual Fixed Price plus Maximum CAMA Reimbursement			\$

CAMA licensing amounts for year two and three shall be invoiced in the first quarterly payments (March 15, 2019 and March 15, 2020)

All other payments in the schedule shall be invoiced quarterly in each year of the contract on the following dates:

March 15, June 15, September 15, & December 15.

Pricing for Annual DI Property Assessment functions as listed in Schedule A is inclusive of all costs to complete the Services, including:

- (a) Staff resourcing
- (b) Travel
- (c) Overhead
- (d) Staff training
- (e) Field inspections
- (f) Issuance of correspondence
- (g) Analysis of provided information
- (h) IT costs including maintenance, licensing, and fees
- (i) Preparation of assessments

2. Pricing – Non-Routine Assessment Functions

All additional expenses for non-routine assessment functions must be pre-approved by the provincial assessor and will be reimbursed if incurred by the contractor in performance of the services.

This provision pertains to Services including:

- (a) The costs associated with the preparation and appearance on complaints filed to the Municipal Government Board or escalated to a judicial review and higher.
- (b) The costs associated with assessing new or significant additions to DI property defined as major plants.
- (c) The provincial assessor will pay all pre-approved additional expenses actually incurred by the Contractor in the performance of the Services.

(d) Expenses contemplated under this provision include:

- i. Pre-approved legal support for DI property assessment complaints
- ii. Pre-approved specialist consultant(s) support for new DI property, additions to DI property or assessment complaints filed against DI property.