

CITY OF TORONTO

(the “City”)

- and -

XXXXXXXXXXXXXXXXXXXXXXX

(the “Proponent”)

REACHING HOME AGREEMENT

XXXXXXXXXXXXX, Toronto

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION	1
ARTICLE 2 PURPOSE.....	3
ARTICLE 3 TERM.....	3
ARTICLE 4 REACHING HOME GRANT	3
ARTICLE 5 DISBURSEMENT OF THE REACHING HOME GRANT	4
ARTICLE 6 GENERAL OBLIGATIONS OF THE PROPONENT	5
ARTICLE 7 CANCELLATION OR REDUCTION OF FUNDING.....	6
ARTICLE 8 REPAYMENT REQUIREMENTS.....	7
ARTICLE 9 FINAL REPORTING	8
ARTICLE 10 REPRESENTATIONS AND WARRANTIES	8
ARTICLE 11 FINANCIAL RECORDS AND RIGHT TO AUDIT	8
ARTICLE 12 INDEMNITY	9
ARTICLE 13 RESTRICTIONS ON ENCUMBRANCES	10
ARTICLE 14 DEFAULT	10
ARTICLE 15 REMEDIES	11
ARTICLE 16 CONFIDENTIALITY	12
ARTICLE 17 PUBLIC ACKNOWLEDGEMENT OF THE REACHING HOME GRANT.....	12
ARTICLE 18 DISPUTE RESOLUTION	12
ARTICLE 19 NOTICES	13
ARTICLE 20 CONTRACTUAL STATUS OF THE PARTIES	13
ARTICLE 21 UNCONTROLLABLE CIRCUMSTANCES.....	14
ARTICLE 22 GENERAL PROVISIONS	14

This Agreement effective _____, 2020.

BETWEEN:

CITY OF TORONTO

(the "City")

- and -

XXXXXXXXXXXXXXXXXX

(the "Proponent")

Background

- A. The City has entered into a funding agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada ("the Minister"), under a program, known as Reaching Home: Canada's Homelessness Strategy ("Reaching Home");
- B. Under Reaching Home, financial assistance may be provided to support the costs of activities that are to be undertaken within the framework of Reaching Home, designed to prevent and reduce homelessness;
- C. The City issued its 2020 Reaching Home Request for Proposals to secure proponents who require capital funding for repairs or improvements;
- D. The Proponent submitted a Proposal to make repairs and improvements at **XXXXXXXXXXXXXXXXXXXX** [address] (the "Property"), Toronto.

NOW THEREFORE in consideration of the mutual covenants and other terms and conditions in this Agreement and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties to the other (the receipt and sufficiency whereof are acknowledged), the parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 In this Agreement and Schedules attached hereto, the following terms shall have the following respective meanings:

"Average Market Rents" means the average market rents for Toronto (City-wide) published annually by Canada Mortgage and Housing Corporation;

"Building Permit Fees" means building permit fees imposed by the City under the *Building Code Act, 1992* S.O. 1992, c. 23, as amended from time to time, in respect of the Eligible Project and does not include school board development charges;

"Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday except

when any such day occurs on a statutory holiday observed in Ontario;

"Development Charges" means the development charges imposed by the City under the *Development Charges Act, 1997*, S.O. 1997, c. 27, as amended from time to time;

"Eligible Project" means to XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX at XXXXXXXXXXXX, Toronto;

"Eligible Project Costs" means the costs, incurred by the Proponent in carrying out the Eligible Project which are within the categories of costs, conditions and requirements of Schedule "A", hereto;

"Environmental Laws" includes, but is not limited to all applicable federal and provincial statutes, municipal and local laws, common law, and deed restrictions, all statutes, by-laws, regulations, codes, licenses, permits, judgments, orders, directives, guidelines and, decisions which are legally binding and which are rendered by any Governmental Authority relating to the protection of the environment, natural resources, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any hazardous material;

"Funding Period" means the period beginning on XXXX, 2020 and ending on March 31, 2021, in respect of the Reaching Home Grant;

"General Manager" means the General Manager of the City's Shelter, Support and Housing Administration Division and includes his or her designate or successor, if any;

"Governmental Authority" means any federal, provincial or municipal government, parliament, legislature, or any regulatory authority, agency, ministry, department, commission or board or other representative thereof, or any political subdivision thereof, or any court or (without limitation to the foregoing) any other law, regulation or rule-making entity, having jurisdiction over the relevant circumstances, or any person acting under the authority of any of the foregoing (including, without limitation, any arbitrator);

"Reaching Home Grant" means the Reaching Home Grant as set out in section 4.1.

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56;

"MFIPPA Protected Information" means any "Personal Information" as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56;

"Service Canada" means the federal institution that is part of Employment and Social Development Canada; and

"Term" means the term of this Agreement as set out in section 3.1.

1.2 The following schedules form part of this Agreement:

Schedule "A" Eligible Project Costs

Schedule "B" Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

and the parties agree that unless the context clearly indicates otherwise, all references in this Agreement to "this Agreement" shall be deemed to include said Schedules.

1.3 This Agreement, the Schedules incorporated into it by reference and any documents entered into pursuant to this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and all other prior agreements, representations, statements, negotiations and undertakings with respect to such subject matter are superseded hereby.

1.4 Any reference in this Agreement to a statute shall be deemed to include any regulations made under the statute, any amendments made from time to time and any successor legislation.

ARTICLE 2 PURPOSE

2.1 The City and the Proponent have entered into this Agreement for the purpose of funding Eligible Costs incurred in the Eligible Project.

ARTICLE 3 TERM

3.1 The parties agree that the term of this Agreement shall commence on the effective date noted above and shall terminate on that date which is five (5) years after the date of the last advance made under this Agreement (the "Term"), unless this Agreement is terminated earlier in accordance with its provisions.

ARTICLE 4 REACHING HOME GRANT

4.1 Subject to the terms and conditions of this Agreement, the City shall provide a Reaching Home Grant of up to XXXXXXXX Dollars (\$00,000.00) by way of a forgivable loan ("**Reaching Home Grant**") to the Proponent.

The Proponent acknowledges that the Reaching Home Grant can only be advanced for Eligible Project Costs incurred during the Funding Period.

Please note: No further funding is available for the Eligible Project. Refer to subsection 10.1(a) hereof with respect to cost overruns.

4.2 Conditions to Advancing the Reaching Home Grant. The obligation of the City to make advances of the Reaching Home Grant is conditional upon the Proponent satisfying the following conditions precedent, unless waived in writing by the General Manager:

- (a) the Proponent has provided a plan satisfactory to the City for the continued provision of client support during any disruption caused to those services while the Eligible Project proceeds;
- (b) the Proponent has provided a current capital budget, a work plan and a scope of work satisfactory to the City;
- (c) the Proponent has provided the City with a copy of the construction contract, a construction set of drawings and specifications incorporating all requirements of the authorities having jurisdiction;

- (d) nothing shall have occurred which, in the sole opinion of the General Manager, could reasonably be expected to have a material adverse effect on the Eligible Project or the business, property, assets, liabilities, conditions (financial or otherwise) or prospects of the Proponent since the date of the Proponent's proposal;
- (e) the representations and warranties of the Proponent set out in Article 10 hereof shall continue to be true and correct and, if requested by the City, the Proponent shall have delivered a certificate or certificates to such effect;
- (f) the Proponent shall not be in default (or being in default, the time provided for curing such default has not yet elapsed) under any of the terms and conditions of this Agreement, or any other agreement with respect to the Eligible Project and have co-operated in participating (together with the Eligible Project manager) in regular oversight meetings, organized by the City;
- (g) the Proponent shall have completed, signed and delivered a "Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy" form, a copy of which is attached as Schedule "B", to the City;
- (h) the Proponent has continued to assist and co-operate with City staff overseeing the administration of this Agreement; and
- (i) the Proponent shall have provided proof of insurance for the Property.

4.3 No Waiver. The making of an advance or advances prior to the fulfillment of one or more of the conditions set forth herein shall not constitute a waiver by the City of any such condition, and the City reserves the right to require the fulfillment of each condition prior to the making of any subsequent advance.

4.4 Conditions Solely for the Benefit of the City. All conditions to the obligation of the City to make any advance are solely for the benefit of the City, its successors and assigns, and no other person shall have standing to require satisfaction of any condition and no other person shall be deemed to be a beneficiary of any such condition, any and all of which may be freely waived in whole or in part by the City at any time the City deems it advisable to do so.

4.5 Repayment to the City. The Proponent shall repay the Reaching Home Grant, in full to the City if this Agreement is terminated prior to the expiry of the Term other than for the reasons set out in Article 7. The Proponent shall repay the Reaching Home Grant, in full to the City if the Project is not completed within the Funding Period.

4.6 Forgiveness. The principal balance of the Reaching Home Grant will be reduced by twenty per cent (20%) on each anniversary of the date of the last advance made under this Agreement, until fully forgiven, if the Proponent is in good standing under the terms of this Agreement.

ARTICLE 5 DISBURSEMENT OF THE REACHING HOME GRANT

5.1 General. The City shall advance the Reaching Home Grant in accordance with the procedure set out in section 5.2 below, provided that the representations and warranties set forth in Article 10 are true and correct and the conditions set out in section 4.2 have been waived or satisfied.

5.2 Requesting the Reaching Home Grant.

The following procedure must be followed in order to request an advance.

The Reaching Home Grant will be provided to the Proponent upon receipt by the City of the following, where applicable:

- (a) a request for the Reaching Home Grant on the Proponent's letterhead;
- (b) copies of all invoices for work and services representing Eligible Project Costs;
- (c) the completed construction contract;
- (d) any applicable building permit;
- (e) an Electrical Safety Authority (ESA) certificate;
- (f) a statutory declaration sworn by an officer of the contractor confirming that sub-contractors and suppliers have been paid to date;
- (g) a Workplace Safety & Insurance Board clearance certificate;
- (h) an architect's certificate of payment, a letter from an engineer or from a qualified project manager confirming the value of the work completed;
- (i) evidence satisfactory to the General Manager that the Proponent has no liability in respect of the Eligible Project under any construction lien or similar applicable law; and
- (j) the receipt of any other report, documentation or information that may be required by the General Manager, in his or her sole discretion, acting reasonably.

5.3 The Proponent acknowledges and agrees release of the Reaching Home Grant may be conditional upon receipt of confirmation that the full amount of the Reaching Home Grant is being/has been directed to the Eligible Project, in a form and from an independent party, both satisfactory to the City, acting reasonably.

ARTICLE 6 GENERAL OBLIGATIONS OF THE PROPONENT

6.1 Throughout the Term, the Proponent shall:

- (a) proceed diligently with the Eligible Project in accordance with the current work plan and capital budget;
- (b) notify the City of any increase in the capital budget, exceeding five per cent (5%), within ten (10) days of the date the increase becomes known by the Proponent, or ought to have been known by the Proponent;
- (c) ensure that the housing project at the Property is managed so the total average of the rent for the units in the housing project is maintained at or below Average Market Rents for the duration of the Term;
- (d) maintain and operate the housing project at the Property in accordance with the terms and conditions of this Agreement;
- (e) obtain all permits, licences, consents and other authorizations that are deemed by the City or other body having authority to be necessary to permit the carrying out of the

Eligible Project and will ensure that all environmental standards and rules established by competent authorities are respected;

- (f) provide such information, within ten (10) Business Days of such request, with information with respect to the Eligible Project, such as construction progress, contributions by third parties and other Eligible Projected target dates, as requested or required by the City, from time to time;
- (g) comply with all applicable federal, provincial and municipal laws, regulations and by-laws, including but not limited to the holdback provisions of the *Construction Act* R.S.O., 1990 c. c30, and all Environmental Laws;
- (h) put in place a good corporate governance policy, satisfactory to the General Manager, to prevent conflicts of interest in the management of the Reaching Home Grant, if required by the City;
- (i) co-operate with the City and Service Canada in the conduct of an evaluation of the effectiveness of the Eligible Project in addressing the problem of homelessness, if required by the City;
- (j) provide representatives of the City and Service Canada with access to its books, records, and to the housing project at the Property, subject to the rights of the residential tenants, if any, of the Eligible Project;
- (k) obtain and maintain appropriate insurance for the property;
- (l) maintain the Property in a good state of repair and fit for occupancy in the same manner as a prudent owner would do and manage the property in a fiscally responsible manner, including ensuring that no expenditure is made which is of a material and excessive nature having regard to the normal practice of similar not for profit housing providers for similar Eligible Projects;
- (m) ensure that the housing project at the Property is kept free and clear of all liens and encumbrances, except for encumbrances that are permitted hereunder and inchoate liens for taxes, rate, assessments or other amounts not yet due or payable, including but not limited to liens registered pursuant to the *Construction Act*;
- (n) preserve any assets costing one thousand dollars (\$1,000) or more acquired with the funds provided under this Agreement unless:
 - (i) the City authorizes their disposition; or
 - (ii) assets which have become worn or outdated, and require replacement; and
- (p) comply with the reporting and record keeping requirements of this Agreement, including retaining all original invoices, pertaining to the Eligible Project Costs, for a period of seven (7) years from the date of payment.

ARTICLE 7 CANCELLATION OR REDUCTION OF FUNDING

7.1 The Proponent acknowledges and agrees that if Canada cancels or reduces the level of funding for the Reaching Home program for any year in which payment is to be made under this Agreement, or if the Parliament of Canada reduces the overall level of funding for the programs of Employment and Social Development Canada for any year in which payment is to be made under this Agreement, the City may, at its discretion, without taking away any of its other rights or remedies, terminate this

Agreement or, if applicable, reduce the amount of its Reaching Home Grant payable under this Agreement in that year.

7.2 If, pursuant to section 7.1, the City intends to reduce the amount of its Reaching Home Grant, it shall give the Proponent not less than three (3) months' notice of its intention to do so and if as a result of a reduction in funding the Proponent is unable or unwilling to complete the Eligible Project, the Proponent may, within two (2) months of the date of the City's notice of intention to reduce funding (which notice will indicate the amount by which the City proposes to reduce funding), notify the City as to whether or not it wishes to proceed with the Eligible Project on the basis of the reduced funding.

7.3 If, during the Funding Period, a termination notice has been given by the City under this Article:

- (a) the Proponent shall make no further commitments in relation to the use of the Reaching Home Grant and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
- (b) all Eligible Project Costs incurred by the Proponent up to the date of termination, not exceeding the amount of the Reaching Home Grant payable under this Agreement, shall be paid by the City, including the Proponent's costs of, and incidental to the termination of the Agreement provided, however, that payment and reimbursement under this section shall only be made to the extent that it is established to the satisfaction of the City that such costs were actually incurred by the Proponent during the Funding Period and that they are reasonable and in, the case of the Proponents' costs being claimed as incidental to the termination of this Agreement, are properly attributable to the termination of the Agreement.

ARTICLE 8 REPAYMENT REQUIREMENTS

8.1 In the event payments made to the Proponent exceed the amount to which the Proponent is entitled under this Agreement, the amount of the excess is a debt owing to the City and shall be promptly repaid to the City upon receipt of notice to do so and within the period specified in the notice. Without limiting the generality of the foregoing, amounts to which the Proponent is not entitled include:

- (a) the amount of any expenditures paid for with the Reaching Home Grant 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.

8.2 Interest shall be charged on overdue repayments owing under section 8.1 in accordance with the Interest and Administration Charges Regulations (SOR/96-188) (the "Regulations") made pursuant to the Financial Administration Act R.S.C. 1985, c. F-11. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the 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 the City.

8.3 The Proponent acknowledges that where an instrument tendered in payment or settlement of an amount due to the City under section 8.1 is, for any reason, dishonored, an administrative charge of fifteen dollars (\$15.00) is payable by the Proponent to the City in accordance with the Regulations.

ARTICLE 9 FINAL REPORTING

9.1 The Proponent shall, if requested by the City, permit representatives of the City and/or Canada to discuss the foregoing with its auditors and take any necessary steps required to provide any requested information to the City and/or Canada in relation to the audit.

ARTICLE 10 REPRESENTATIONS AND WARRANTIES

10.1 The Proponent represents and warrants that,

- (a) it is prepared to provide any additional funds required to complete the Eligible Project should the Reaching Home Grant be insufficient to do so;
- (b) it is duly incorporated under the laws of the Province of Ontario or of Canada;
- (c) its Board of Directors has authorized the Proponent to enter into this Agreement;
- (d) it shall not alter, supersede or cancel its articles of incorporation, letters patent or any by-law in any way which would affect its ability to perform its obligations under this Agreement without the prior written consent of the City;
- (e) no member of the House of Commons, the Senate of Canada and no member of City Council shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom;
- (f) no individual, to whom the post-employment provisions of Canada's Conflict of Interest and Post-Employment Code for Public Office Holders or Canada's Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions; and
- (g) no individual to whom the City's Code of Conduct for Members of Council, the City's Re-Employment of Former City Employees Policy or the Employee Conflict of Interest Policy apply, shall derive a direct benefit from this Agreement.

10.2 The Proponent agrees that the City shall be entitled to rely at all times on the representations and warranties set out in this Article.

ARTICLE 11 FINANCIAL RECORDS AND RIGHT TO AUDIT

11.1 The Proponent shall, during the Term, keep proper books of account and records, in accordance with generally accepted business and accounting practices, of the financial management of the Reaching Home Grant and the Eligible Project. The accounts and records shall include all invoices, receipts, vouchers and other documents relating to Eligible Project expenditures and revenues, including funding from all other sources.

11.2 The Proponent shall put in place written operational policies and procedures relating to the financial management of the Reaching Home Grant and the Eligible Project and shall provide a copy of those policies and procedures to the General Manager, together with the names and positions of personnel within the Proponent's organization with responsibilities for the financial management and decision making in connection with the carrying out of its responsibilities under this Agreement. The Proponent shall notify the General Manager within ten (10) Business Days of any changes in such personnel.

11.3 The Proponent shall, during the Term and for a period of seven (7) years following the end of the Term make all books, accounts, records (including records related to rent collection and tenant income and eligibility verification), receipts, vouchers and other documents related to the Eligible Project available at all reasonable times for audit and inspection by the auditor of Canada and/or the City or anyone designated in writing by the auditor to ensure compliance with the terms and conditions of this Agreement.

11.4 The Proponent acknowledges and agrees that all accounts and records pertaining to payments of fees or other compensation for the solicitation, negotiating or obtaining of this Agreement shall be subject to the accounts and audit provisions of this Agreement.

11.5 The Proponent shall make available all facilities, physical and otherwise, for the audits and inspections and shall provide Canada and/or the City and their authorized representatives with all of the information as it, or they, may from time to time require with reference to the books, accounts, records, receipts, vouchers and other documents.

11.6 The Proponent shall permit the City's representatives to make copies and take extracts from such books and records and shall furnish Canada and/or the City with such additional information as it may require with reference to such books and records.

11.7 For the purposes of this Article, audit includes any type of audit.

11.8 This Article shall survive the termination of this Agreement.

ARTICLE 12 INDEMNITY

12.1 The Proponent hereby agrees that it shall, from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify the City, its elected and appointed officials, officers, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all actions, claims and demands whatsoever which may be brought against or made upon the Indemnified Parties and against any and all loss, liability, claims, judgments, costs, demands or expenses whatsoever which the Indemnified Parties may sustain, suffer or be put to resulting from or arising out of or in connection with:

- (a) this Agreement;
- (b) the Eligible Project, including without limitation, environmental hazards;
- (c) the obligations of the Proponent hereunder;
- (d) the failure of the Proponent, its officers, consultants, contractors, agents, servants or employees to exercise reasonable care, skill or diligence in carrying out any work in respect of the Eligible Project;
- (e) any act or omission of the Proponent, its officers, agents, servants, consultants, contractors, employees or by anyone for whom the Proponent is at law responsible relating to any work or any other thing required to be performed or rendered hereunder by the Proponent;
- (f) all insured and uninsured damage to property installed, property in transit and contractors' tools and equipment during the course of the construction/renovation work to the Eligible Project; and/or

- (g) death or economic loss, caused by or in any way related to any of the Proponent's obligations under this Agreement, provided that the Proponent shall not be liable for any loss, liability, claims, judgements, costs, demands or expenses which result from negligent or wrongful acts of the Indemnified Parties,

provided that the Proponent shall not be liable for any loss, liability, claims, judgements, costs, demands or expenses which result from negligent or wrongful acts of the Indemnified Parties.

ARTICLE 13 RESTRICTIONS ON ENCUMBRANCES

13.1 The Proponent shall not mortgage, charge or otherwise encumber the Eligible Project at any time during the Term or permit any mortgage, charge or other encumbrance to remain outstanding in respect of the Eligible Project or alter the terms of any mortgage or charge or encumbrance of the Project without the consent of the General Manager, which consent may be withheld, in the General Manager's sole discretion, acting reasonably.

13.2 The Proponent shall not during the Term offer, list, advertise, or hold out for sale or lease or otherwise offer for disposal the property on which the Eligible Project is located or any part of the Eligible Project without the prior written consent of the General Manager.

13.3 The City, in its absolute discretion, may withhold consent to a sale, lease or other disposition of the property on which the Eligible Project is located if the sale, lease or other disposition does not meet the following conditions:

- (a) the sale, lease or other disposition is to a corporation which has been approved by the City;
- (b) the purchaser enters into an agreement with the City and under that agreement assumes all of the Proponent's obligations and liabilities under this Agreement in respect of the Eligible Project;
- (c) the character and capabilities of the land and buildings will not be changed or diminished;
- (d) the City has approved the agreement of purchase and sale or agreement to lease; and
- (e) such other condition or conditions as the City may determine from time to time.

ARTICLE 14 DEFAULT

14.1 The following shall be considered events of default by the Proponent under this Agreement:

- (a) the Proponent becomes bankrupt or goes into receivership;
- (b) an order is made or resolution is passed for the winding up of the Proponent, or the Proponent is dissolved;
- (c) the Proponent ceases to operate or ceases to operate as a not for profit corporation;
- (d) the Proponent fails to maintain appropriate insurance;
- (e) the Proponent is unable or unwilling to pay its debts as they become due;

- (f) the Proponent, in support of its application for the Reaching Home Grant or in connection with this Agreement, has made materially false or misleading representations or statements, or provided materially false or misleading information to the City;
- (g) the Proponent has, in the opinion of the City, failed to proceed with the implementation and/or the operation of the Eligible Project, except where such failure is due to causes which, in the opinion of the City, are beyond the control of the Proponent;
- (h) the Proponent has failed to provide the documentation and information required by the City, pursuant to the terms of this Agreement;
- (i) there is, in the opinion of the City, a material adverse change in risk in the Proponent's ability to carry out its roles and responsibilities under this Agreement with respect to the implementation and/or the operation of the Eligible Project; and/or
- (j) the Proponent ceases to operate the Eligible Project pursuant to terms and conditions of this Agreement.

ARTICLE 15 REMEDIES

15.1 If an event of default by the Proponent occurs and the default is not remedied within thirty (30) days after written notice has been given to the Proponent, or within such longer period as the City may allow; or a plan satisfactory to the General Manager to remedy the default has not been implemented within the time period specified in the notice the City may exercise any or all of the following remedies in any combination that the City chooses, and without limiting the generality of the foregoing, the City may

- (a) in its absolute discretion, without restricting any remedies otherwise available, immediately terminate the Agreement by giving written notice to the Proponent;
- (b) require the Proponent to provide additional information or documents to the City;
- (c) correct the default itself or by retaining a third party, and the cost of so doing shall be payable forthwith by the Proponent to the City and may be retained from any unpaid amount under this Agreement or be recovered in any court of competent jurisdiction as a debt due to the City;
- (d) require repayment of the Reaching Home Grant; and/or
- (e) seek any additional remedy available to the City at law or in equity.

15.2 If the City gives the Proponent written notice of a default, the City may suspend any further payment under this Agreement until the end of the period given to the Proponent to remedy the default.

15.3 Upon providing notice of termination, the City shall have no obligation to make any further payments of the Reaching Home Grant to the Proponent.

15.4 All rights and remedies of the City under this Agreement shall be cumulative and not alternative.

ARTICLE 16 CONFIDENTIALITY

16.1 The Proponent, its officers, agents and employees shall treat all information which is obtained by the Proponent through its performance of this Agreement, as confidential and shall not disclose same, unless required by law, other than in accordance with this Agreement, without the prior written approval of the City.

16.2 Notwithstanding section 16.1, the Proponent may disclose information to its lawyers, accountants and other professionals, provided that such persons require the information in order to properly perform their duties.

16.3 The Proponent shall not, unless required by law, release information pertaining to tenants and applicants for tenancy at the Eligible Project to third parties without first obtaining the written consent of the affected tenant or applicant.

16.4 The collection, use and disclosure of information by the City shall be governed by MFIPPA.

ARTICLE 17 PUBLIC ACKNOWLEDGEMENT OF THE REACHING HOME GRANT

17.1 The Proponent shall ensure that in any and all communication activities, internet web site information, publications, advertising and press releases referring to the Reaching Home program and the Eligible Project being funded under that initiative, there is included an appropriate acknowledgement, in terms satisfactory to the City and Canada, of the City's and Canada's Reaching Home Grant. The Proponent shall notify the City in advance of any and all communication activities, publications, advertising and press releases. The Proponent shall ensure that all third parties provide recognition of the City and Canada in accordance with the guidelines and instructions provided by the City to the Proponent.

17.2 The Proponent agrees to display such signs, plaques or symbols as the City and/or Canada may provide in such locations on its premises as the City may designate.

17.3 The Proponent shall co-operate with representatives of the City and Canada during any official ceremonies relating to the promotion of the Eligible Project and Reaching Home. The Proponent shall inform the City at least twenty (20) Business Days prior to any and all communications activities, publications, advertising or press releases planned by the Proponent regarding the Eligible Project. The City and Canada may set the time, place and agenda of the ceremony in consultation with the Proponent.

ARTICLE 18 DISPUTE RESOLUTION

18.1 The City and Proponent 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 give good faith consideration to having resort to an alternate dispute resolution process before initiating legal or other proceedings to deal with any such disputes.

18.2 In the event the parties agree to arbitration, the arbitration shall be governed by the provisions of the *Arbitration Act, 1991*, S.O. 1991, c. 17.

ARTICLE 19 NOTICES

19.1 Unless otherwise provided in this Agreement, any notice, approval or other communication required or permitted to be given ("Notice") shall be in writing and shall be personally delivered, sent by prepaid registered mail, or sent by telecopier and, in the case of notice to the City, addressed as follows:

(a) **if to the City, at:**

City of Toronto
Metro Hall, 6th Floor
55 John Street
Toronto, ON M5V 3C6

Attention: General Manager – Shelter Support and Housing Administration
Fax No. (416) 392-8492

with a copy to the City Solicitor, at

Legal Services
55 John Street
Stn.1260, 26th Floor, Metro Hall
Toronto, ON M5V 3C6

Attention: City Solicitor
Fax No. (416) 397-5624

(b) **if to the Proponent, at:**

Proponent

Attention:
Fax No:

19.2 Any Notice so given shall be deemed conclusively to have been given and received on the date of delivery if personally delivered, or on the third (3rd) Business Day following the date of mailing if sent by prepaid registered mail, or on the day of transmission, by telecopier (if transmitted prior to 5:00 p.m. on a Business Day, and on the Business Day next following transmission (if transmitted after 5:00 p.m., or if transmitted on other than a Business Day) provided that if there is any anticipated or existing postal dispute, Notice shall be personally delivered. Either party may from time to time change its address for service by Notice to the other party to this Agreement.

19.3 The parties shall give Notice to each other in writing of any change in this information.

ARTICLE 20 CONTRACTUAL STATUS OF THE PARTIES

20.1 The Proponent shall be solely responsible for the payment of any person or entity employed, engaged or retained by the Proponent for the purpose of carrying out the Eligible Project or otherwise assisting it in the discharge of its obligations under this Agreement.

20.2 The Proponent shall ensure that any contract entered into by it in respect of the Eligible Project is in its own name and is in no way purports to be binding upon the City.

20.3 The Proponent acknowledges that it is not the agent or representative of the City and has no authority to make a promise, agreement or contract on behalf of the City in respect of the Eligible Project.

ARTICLE 21 UNCONTROLLABLE CIRCUMSTANCES

21.1 Except as expressly provided for in this Agreement, neither party shall be liable to the other party for any loss, damage or delay to the extent it results from an uncontrollable circumstance if such circumstance is neither caused by the default or act of commission or omission of such party nor avoidable by the exercise of reasonable effort or foresight provided that nothing excuses a delay caused by lack of funds or other financial circumstances or excuses a party from payment of any amount payable hereunder when due.

21.2 For the purpose of this article, the words "uncontrollable circumstance" means any force majeure, strike, walkout, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, change in laws, government regulations or controls, court order, or any cause beyond the reasonable control of the party, unless any such lack of control results from deficiency in financial resources.

ARTICLE 22 GENERAL PROVISIONS

22.1 The Proponent shall permit the City to provide an executed copy of this Agreement to Service Canada.

22.2 This Agreement may be changed only by written amendment duly executed by authorized representatives of both parties.

22.3 In this Agreement, words in or implying the singular include the plural and vice versa, and words having gender include all genders.

22.4 The insertion of headings and the division of this Agreement into articles and subdivisions thereof is for convenience of reference only and shall not affect the interpretation hereof.

22.5 Any reference in this Agreement to an "article" or any subdivision thereof shall, unless the context otherwise requires, be taken as a reference to the correspondingly-labelled provision of this Agreement.

22.6 Time shall in all respects be of the essence of all matters provided for in this Agreement, provided that the time for the doing or completing of any matter may be extended or abridged by an agreement, in writing, executed by the City and the Proponent, or by their respective solicitors, who are expressly appointed for that purpose.

22.7 The waiver by a party of strict compliance or performance of any of the terms and conditions of this Agreement or of any breach on the part of any other party shall not be held or deemed to be a waiver of any subsequent failure to comply strictly with or perform the same or any other term or condition of this Agreement or of any breach thereof.

22.8 No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by an authorized representative of the party purporting to give such waiver

and, unless otherwise provided, will be limited to the specific breach waived.

22.9 This Agreement shall not be assigned by the Proponent without the prior written consent of the General Manager, which consent may be withheld or given subject to such terms and conditions as the General Manager deems appropriate.

22.10 Should any provision of this Agreement be declared or found to be illegal, unenforceable, legally ineffective or void, then each party shall be relieved of any obligation arising from such provision, but the balance of this Agreement, if capable of performance, shall remain in full force and effect.

22.11 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

22.12 The covenants, representations, warranties and indemnity of the Proponent set forth in this Agreement shall survive the expiry or other termination of the Term.

22.13 Wherever any consent, agreement or approval of the City is required under the terms of this Agreement, unless otherwise provided and subject to any specific provision respecting such consent, agreement or approval, the City shall not unreasonably or arbitrarily withhold its consent, agreement or approval.

22.14 Nothing in this Agreement derogates from or interferes with or fetters the exercise by the City of all of its rights as a municipality, or imposes any obligations on the City, in its role as a municipality, and the City shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities, including planning rights and responsibilities. Nothing in this Agreement derogates from or interferes with or fetters the exercise by the City's officers, employees, agents, representatives or elected and appointed officials of all of their rights, or imposes any obligations on the City's officers, employees, agents, representatives or elected and appointed officials, other than as expressly set out in this Agreement.

22.15 No communication or dealing between the Proponent and any department, committee, body, officer, employee, agent, representative or elected or appointed official of the City will be deemed to be a communication or dealing under the provisions of this Agreement between the Proponent and the City as parties to this Agreement, or to affect the City with notice of any such communication or dealings. It is intended and agreed that the City acts solely in a private capacity under this Agreement and any communication or dealing between the City and the Proponent as parties to this Agreement will only be effective if delivered in accordance with the notice provisions set out in this Agreement. No communication or dealing between the City as a party to this Agreement and the Proponent as a party to this Agreement will relieve the Proponent from the responsibility of discharging its lawful obligations to the City imposed by statute, regulation, by-law or in any other lawful manner separate and apart from the obligations of the Proponent imposed by this Agreement.

22.16 This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the parties hereto shall constitute a full, original and binding agreement for all purposes. Counterparts may be transmitted by facsimile and/or PDF and the reproduction of signatures by way of facsimile or PDF will be treated as though such reproductions were executed originals and each party hereto undertakes to provide the other with the copy of this Agreement bearing original signatures within a reasonable time after the date execution.

22.17 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have affixed their respective corporate seals attested to by the hands of their proper signing officers in that behalf duly authorized.

DATED this day of , 2020.

CITY OF TORONTO

Per: _____
Name: Mary-Anne Bedard
Title: General Manager, Shelter Support
and Housing Administration

DATED this day of , 2020.

[PROPONENT]

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the corporation.

SCHEDULE "A"

ELIGIBLE PROJECT COSTS

1. GENERAL CONDITIONS

1.01 Costs are Eligible Project Costs only if they are

- a) directly related to Eligible Project activities, and
- b) reasonable.

1.02 Costs of all goods and services acquired from business that are, in the opinion of the City, related to, or associated or affiliated with, the Proponent, as the case may be, shall be valued at the cost to the supplying entity. The eligible cost of these acquisitions shall not include any mark up for profit and shall not exceed fair market value. The Proponent and the City have access to the relevant records of the supplying entity for the purpose of verifying the amount of the cost claimed by the Proponent, and the City is not obliged to consider the eligibility of any such cost unless access to such records is provided, if requested.

1.03 Only those costs with respect to which the Proponent has incurred an obligation during the Funding Period and received goods and services by the end of the Funding Period are Eligible Project Costs. No costs incurred by the Proponent prior to or following the Funding Period are Eligible Project Costs.

1.04 The portion of the cost of any goods and services purchased by the Proponent for which the Proponent may claim a HST input tax credit or rebate is excluded from Eligible Project Costs and not eligible for reimbursement. The Proponent, as the case may be, shall, as far as reasonable and practical take advantage of any HST rebates or input tax credits that may be available to it.

2. CATEGORIES OF ELIGIBLE PROJECT COSTS

2.01 Where approved, a direct labour cost (including benefits) may be claimed for the work performed. The payroll rate acceptable for personnel performing the work will not exceed the prevailing rate in the same or most similar category or industry.

2.02 The Proponent, may claim only that time spent directly on the Eligible Project, excluding indirect time and non-Eligible Project related time.

2.03 Direct materials, sourced internally or externally that are consumed in carrying out the Eligible Project are Eligible Project Costs.

2.04 Also eligible are costs which are specifically identified as having been incurred in the performance of an Eligible Project. In general, these could include but are not limited to, the following categories of costs:

- a) the costs of goods or services contracted out to a licensed contractor;
- b) accounting and legal costs directly related to the Eligible Project activities;
- c) overhead costs, being those costs which, though necessarily having been incurred during the Eligible Project for the conduct of the Proponent's business in general, cannot be identified and measured as directly applicable to the Eligible Project. Overhead costs may include, but are not necessarily restricted to, such items as costs of a general nature such as power, heat, light, operation and maintenance of general assets and facilities, supplies, printing, publishing, distribution, promotion, advertising;

- d) services provided by an architect, engineer, or qualified project manager;
- e) the costs of purchasing, renovating or expanding buildings for use as transitional and supportive housing; and
- f) costs of the community consultation process related to the planning approval process, including the cost of hiring a community development consultant.

3. INELIGIBLE ELIGIBLE PROJECT COSTS

The following costs are not Eligible Project Costs:

- a) entertainment expenses;
- b) donations;
- c) fines and penalties;
- d) membership fees for clubs; and
- e) costs of constructing, buying, or renovating buildings for use as permanent housing for homeless people.

SCHEDULE "B"



Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

For Office Use Only
DECLARATION OF COMPLIANCE WITH ANTI-HARASSMENT/DISCRIMINATION LEGISLATION & CITY POLICY

Date:

Group/Vendor/Individual Name:

Organizations/individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The City of Toronto requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding. The name of your organization and the fact that you have signed this declaration may be included in a public report to City Council.

Declaration:

I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/four employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance. I/we acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract.

Name of Vendor or Name of Grant Applicant (Organization or Individual):

Complete Address:

Email _____

Tel. No. _____

Postal Code:

Fax No. _____

Name of Signing Officer or Name of Applicant (Name – *please print*): Position

Signature: _____
Authorised Signing Officer or Individual

Date: _____

Multilingual Services: 311 and TTY 416-338-0889. Further information: www.toronto.ca/diversity.ca



APPENDIX 'F'

RFP Process and Terms and Conditions

1. Organization's Responsibility

It shall be the responsibility of each Organization:

- (a) to examine all the components of this RFP, including all appendices, forms and addenda;
- (b) to acquire a clear and comprehensive knowledge of the required services before submitting a Proposal;
- (c) to become familiar, and (if it becomes a successful Organization) comply, with all of the City's Policies and Legislation set out on the City of Toronto website at <http://www.toronto.ca/calldocuments/policy.htm>

The failure of any Organization to receive or examine any document, form, Agreement or policy shall not relieve the Organization of any obligation with respect to its Proposal or any Agreement entered into or Purchase Order issued based on the Organization's Proposal.

2. City Contacts and Questions

All contact and questions concerning this RFP should be directed in writing to the City employee(s) designated as "City Contact" in the Notice to Potential Organizations.

No City representative, whether an official, agent or employee, other than those identified "City Contacts" are authorized to speak for the City with respect to this RFP, and any Organization who uses any information, clarification or interpretation from any other representative does so entirely at the Organization's own risk. Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by an Organization to bypass the RFP process may be grounds for rejection of its Proposal.

From and after the date of this RFP until the time of any ensuing contract award, no communication with respect to this matter shall be made by any potential Organization, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Proposal or oppose any competing Proposal, nor shall any potential Organization, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the RFP or its Proposal with any City staff, City officials or Council member(s), other than a communication with the "City Contact" identified on page 1 on this RFP.

Organizations should be aware that communications in relation to this RFP outside of those permitted by the applicable procurement policies and this RFP document contravene the Lobbying By-law, an offence for which a person is liable to a maximum fine of \$25,000.00 on a first conviction and \$100,000.00 on each subsequent conviction. In addition, the City's Procurement Processes Policy provides that any Organization found in breach of the policy may be subject to disqualification from the call or a future call or calls at the discretion of Council.

Notwithstanding anything to the contrary as set out in this document, the obligations as set out in the City of Toronto Municipal Code, Chapter 140 shall apply.

For your information, please find below the links to the City's Procurement Processes Policy, Lobbying By-Law and Interpretive Bulletin on Lobbying and Procurement:

http://www.toronto.ca/citybusiness/pdf/policy_procurement_process.pdf

http://www.toronto.ca/legdocs/municode/1184_140.pdf

http://www.toronto.ca/lobbying/pdf/interpretation-bulleting_lobbying-procurements.pdf

3. Addenda

If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum posted electronically in Adobe PDF format on the City's website at www.toronto.ca/affordablehousing. Organizations and prospective Organizations SHOULD MONITOR THAT SITE as frequently as they deem appropriate until the day of the Deadline. Only answers to issues of substance will be posted. The City reserves the right to revise this RFP up to the Closing Deadline. When an Addendum is issued the date for submitting Proposals may be revised by the City if, in its opinion, the City determines more time is necessary to enable Organizations to revise their Proposals.

The City's Housing Secretariat, if applicable, will make reasonable efforts to issue an Addendum (if any) no later than two (2) days prior to the Deadline.

4. Exceptions to Mandatory Requirements, Terms and Conditions

If an Organization wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this RFP, it should notify the City in writing. The Organization must clearly identify any such requirement, term or condition, the proposed change and the reason for it. If the City wishes to accept the proposed change, the City will issue an Addendum as described in the article above titled Addenda. The decision of the City shall be final and binding, from which there is no appeal. Changes to mandatory requirements, terms and conditions that have not been accepted by the City by the issuance of an Addendum are not permitted and any Proposal that takes exception to or does not comply with the mandatory requirements, terms and conditions of this RFP will be rejected.

5. Omissions, Discrepancies and Interpretations

An Organization who finds omissions, discrepancies, ambiguities or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify the City in writing. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled Addenda. The decision and interpretation of the City shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

6. Incurred Costs

The City will not be liable for, nor reimburse, any potential Organization for costs incurred in the preparation, submission or presentation of any Proposal, for interviews or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with the City, as the case may be.

The rejection or non-acceptance of any or all Proposals shall not render the City liable for any costs or damages to any firm that submits a Proposal.

7. Post-Submission Adjustments and Withdrawal of Proposals

No unilateral adjustments by organizations to submitted Proposals will be permitted.

An Organization may withdraw its Proposal at any time prior to the Deadline by notifying the contact for the Affordable Housing Office designated in this RFP in writing on company letterhead or in person, with appropriate identification. Telephone and e-mail requests will not be considered.

An Organization who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

After the Deadline each submitted Proposal shall be irrevocable and binding.

If the City makes a request to an Organization for clarification of its Proposal, the Organization will provide a written response accordingly; this shall then form part of the Proposal.

8. Prohibition against Gratuities

No Organization and no employee, agent or representative of the Organization, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the City in connection with or arising from this RFP, whether for the purpose of securing an Agreement or seeking favourable treatment in respect to the award or amendment of the Agreement or influencing the performance of the Agreement, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of an Agreement or for performance of the City's obligations there under or for conferring favours or being lenient, or in any other manner whatsoever.

If the City determines that this article has been breached by or with respect to an Organization, the City may exclude its Proposal from consideration, or if an Agreement has already been entered into, may terminate it without incurring any liability.

9. Acceptance of Proposals

The City shall not be obliged to accept any Proposal in response to this RFP.

The City may, without incurring any liability or cost to any Organization:

- a) accept or reject any or all Proposal(s) at any time;
- b) waive immaterial defects and minor irregularities in any Proposals;
- c) modify and/or cancel this RFP prior to accepting any Proposal;
- d) award a contract in whole or in part.

The City is relying on the experience and expertise of the Organization. The City reserves the right to disqualify any Organization who has given inaccurate, incomplete, false or misleading information in the sole opinion of the City.

10. Verification

The City reserves the right to verify with any Organization or with any other person any information provided in its Proposal but shall be under no obligation to receive further information.

If, in the opinion of the City, any Organization has clearly misinterpreted the work or underestimated the value of the work to be performed as reflected in its Proposal content and submitted cost, or all or any or any combination of them, then the City may reject its Proposal as not representative of the scope of the work.

11. Conflicts of Interest

In its Proposal, the Organization must disclose to the City any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Proposal.

The Organization must also disclose whether it is aware of any City employee, Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Organization and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the City may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Agreement to the Organization until the matter is resolved to the City's sole satisfaction.

If, during the Proposal evaluation process or the negotiation of the Agreement, the Organization is retained by another client giving rise to a potential conflict of interest, then the Organization will so inform the City. If the City requests, then the Organization will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

12. Ownership and Confidentiality of City-Provided Data

All correspondence, documentation and information provided by City staff to any Organization or prospective Organization in connection with, or arising out of this RFP, the Services or the acceptance of any Proposal:

- a) is and shall remain the property of the City;
- b) must be treated by Organizations and prospective Organizations as confidential;
- c) must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

13. Ownership and Disclosure of Proposal Documentation

The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the City by any Organization in connection

with, or arising out of this RFP, once received by the City:

- a) shall become the property of the City and may be appended to the Agreement with the successful Organization;
- b) shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), and may be released, pursuant to that Act.

Because of *MFIPPA*, prospective Organizations are advised to identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Each Organization's name at a minimum shall be made public. Proposals will be made available to members of City Council provided that their requests have been made in accordance with the City's procedure and may be released to members of the public pursuant to MFIPPA.

14. Intellectual Property Rights

Each Organization warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

15. Failure or Default of Organization

If the Organization, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Organization under the terms of the RFP, the City may disqualify the Organization. In addition, the City may abandon the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void.

16. Governing Law

This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario.