Appendix ‘A’

CITY OF TORONTO

(the “City”)

- and –

PROPOSER

(the “Proposer”)

HOMELINESS PARTNERING STRATEGY AGREEMENT

address, Toronto
<table>
<thead>
<tr>
<th>ARTICLE NUMBER</th>
<th>ARTICLE TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>INTERPRETATION</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>PURPOSE</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>TERM</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>HPS GRANT</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>DISBURSEMENT OF THE HPS GRANT</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>CANCELLATION OR REDUCTION OF FUNDING</td>
<td>5</td>
</tr>
<tr>
<td>7</td>
<td>FINAL CAPITAL COST AUDIT AND REPORTING</td>
<td>6</td>
</tr>
<tr>
<td>8</td>
<td>REPRESENTATIONS AND WARRANTIES</td>
<td>7</td>
</tr>
<tr>
<td>9</td>
<td>GENERAL OBLIGATIONS OF THE PROONENT</td>
<td>7</td>
</tr>
<tr>
<td>10</td>
<td>YEAR END REPORTING</td>
<td>8</td>
</tr>
<tr>
<td>11</td>
<td>FINANCIAL RECORDS AND RIGHT TO AUDIT</td>
<td>9</td>
</tr>
<tr>
<td>12</td>
<td>INDEMNITY</td>
<td>9</td>
</tr>
<tr>
<td>13</td>
<td>RESTRICTIONS ON ENCUMBRANCES</td>
<td>10</td>
</tr>
<tr>
<td>14</td>
<td>DEFAULT</td>
<td>11</td>
</tr>
<tr>
<td>15</td>
<td>REMEDIES</td>
<td>12</td>
</tr>
<tr>
<td>16</td>
<td>CONFIDENTIALITY</td>
<td>12</td>
</tr>
<tr>
<td>17</td>
<td>PUBLIC ACKNOWLEDGEMENT OF THE HPS GRANT</td>
<td>12</td>
</tr>
<tr>
<td>18</td>
<td>DISPUTE RESOLUTION</td>
<td>13</td>
</tr>
<tr>
<td>19</td>
<td>NOTICES</td>
<td>13</td>
</tr>
<tr>
<td>20</td>
<td>CONTRACTUAL STATUS OF THE PARTIES</td>
<td>14</td>
</tr>
<tr>
<td>21</td>
<td>UNCONTROLLABLE CIRCUMSTANCES</td>
<td>14</td>
</tr>
<tr>
<td>22</td>
<td>GENERAL PROVISIONS</td>
<td>15</td>
</tr>
</tbody>
</table>
This Agreement made this ___ day of __________ 2015, with effect from ____________, 2015.

BETWEEN:

CITY OF TORONTO

(the “City”)

- and –

XXXXXXXXXXXXXXXXX

(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 Human Resources and Skills Development (“the Minister”), under a program, known as the Homelessness Partnering Strategy (“HPS”);

B. Under HPS, financial assistance may be provided to support the costs of activities that are to be undertaken within the framework of the Homelessness Partnering Strategy Community Plan 2011-2014 (the “Community Plan”) that has been developed by the City and approved by Council and the Minister, designed to reduce and prevent homelessness.(the “Community Plan”);

C. The City issued its 2012 Homelessness Partnering Strategy Request for Proposals to secure proponents who require capital funding for repairs or acquisitions;

D. The Proponent submitted a Proposal to XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX at [address], 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:

“Building Permit Fees” means building permit fees imposed by the City under the Building Code Act, 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;
“CMHC Average Market Rents” means the average market rents for Toronto (City-wide) published annually by Canada Mortgage and Housing Corporation.

"Eligible Project" means to XXXXXXXX[describe work to be done] at [Address];

“Eligible Project Costs” means the costs, incurred by the Proponent in carrying out the Eligible Project which are within the categories of Eligible Project Costs described in Schedule “A” and that are in accordance with the conditions and requirements of Schedule “A”;

“Funding Period” means the period beginning on May 1, 2015 and ending on February 29, 2016, in respect of the HPS 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;

“Non-Profit Corporation” means a corporation without share capital whose assets and accretions are used solely on a not-for-profit basis incorporated under the laws of Ontario;

“PIPEDA” means the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5;

“PIPEDA PROTECTED INFORMATION” means any “Personal Information” or “Personal Health Information” as defined in PIPEDA; and

“Term” means the term of this Agreement as set out in subsection 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 providing funding for 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 ten (10) years after the date of the last advance made under this Agreement of the Eligible Project, unless this Agreement is terminated earlier in accordance with its provisions.

ARTICLE 4
HPS GRANT

4.1 Subject to the terms of this Agreement, the City shall provide a Homelessness Partnering Strategy Grant of up to XXXXXXXXXXXXXXXXXXXX DOLLARS ($000,000.00) (the "HPS Grant").

The Proponent acknowledges that the HPS Grant can only be advanced to Eligible Costs incurred during the Funding Period.

Please note: No further funding is available for the Project. You are referred to 8.1 (a) hereof with respect to cost overruns.

4.2 Conditions to Advancing the HPS Grant. The obligation of the City to make any advances of the HPS Grant conditional upon prior compliance by the Proponent with such of the following conditions precedent as are not previously waived in writing by the City:

(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; the Proponent has provided proof, to the satisfaction of the City, that the design of and materials used for the Eligible Project minimizes bedbug infestation and simplifies remediation, in the case of infestation;

(b) the Proponent has provided a current capital budget and a scope of work to the satisfaction of the City;

(c) the Proponent has provided and the City has approved a work plan;

(d) the Proponent has provided a copy of the construction set of drawings and specifications incorporating all requirements of City Building Division where applicable;

(e) 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;

(f) the representations and warranties of the Proponent set out in Article 8 hereof shall be true and correct and, if requested by the City, the Proponent shall have delivered a certificate or certificates to such effect;

(g) 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 the Eligible Project and participating (together with the Eligible Project manager) in regular oversight meetings, organized by the City;
(h) the Proponent shall have completed, signed and delivered a “Declaration of a Non-Discrimination Policy” form, a copy of which is attached as Schedule “B”, to the City;

(i) the Proponent has continued to assist and co-operate with City staff overseeing the administration of this agreement;

(j) if applicable, prior to each advance the Proponent shall have provided the City with a certificate of payment and original or notarized copy of invoices from a supplier or contractor; and

(k) if applicable, the Proponent shall have provided proof of insurance for the property at [address].

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 HPS 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 6.

4.6 Forgiveness. The principal balance of the HPS Grant will be reduced by ten percent (10%) on each anniversary of the date of the first payment 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 HPS GRANT

5.1 General. The City shall make advances of the HPS Grant at such times as the Proponent may request but no more frequently than once a month, upon at least twenty-five (25) days prior notice to the City, provided that the representations and warranties set forth in Article 8 are true and correct and the conditions set out in subsection 4.2 have been waived or satisfied.

5.2 Requesting an Advance.
The following procedure must be followed in order to request an advance:

(a) a letter, on the Proponent’s letterhead, requesting funds and including a schedule that details what Eligible Project Costs are being claimed (including original or notarized copies of invoices) and confirming the amount paid to the supplier of services and goods to date. The letter shall also specify which items on the capital budget are covered by the claim.

(b) if the request for funds includes funds for construction costs, the following is required, where applicable:
(i) an original or notarized copy of an invoice from the contractor, including the progress draw date, the amount of previous payments, the amount of the construction lien holdback and the total amount payable;

(ii) a schedule that shows a breakdown of costs and the percentage of work completed;

(iii) a statutory declaration sworn by an officer of the construction contractor confirming that sub-contractors and suppliers have been paid to date;

(iv) a Workman’s Safety Insurance Board clearance certificate; and

(v) an architect’s certificate of payment, certifying the contractor’s entitlement to payment.

5.3 The Proponent acknowledges and agrees that the final payment of the HPS Grant will only be made by the City following:

(a) the receipt and verification by the General Manager of a final claim for payment accompanied by an itemized statement of all Eligible Project Costs incurred and paid by the Proponent;

(b) confirmation by the General Manager that the Proponent has no liability in respect of the Eligible Project under any construction lien or similar applicable law; and

(c) the receipt of any other report that may be required by the General Manager to be submitted to the City by the Proponent under the terms of this Agreement.

5.4 The Proponent acknowledges and agrees that verification by the City of the claim for final payment may include, if deemed advisable by the General Manager, the conduct of an audit by the auditor of the City of the Proponent’s books and records to verify the amount of the Eligible Project Costs for which the Proponent has claimed payment under this Agreement.

5.5 The Proponent acknowledges and agrees that the City, acting reasonably, may withhold any payment pending the completion of an audit by the City of the Proponent’s books and records with respect to the Eligible Project.

ARTICLE 6
CANCELLATION OR REDUCTION OF FUNDING

6.1 The Proponent acknowledges and agrees that if Canada cancels or reduces the level of funding for the HPS program for any Year in which payment is to be made under this Agreement, or if Canada’s Parliament reduces the overall level of funding for the programs of Canada’s Department of Human Resources and Skills Development 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 HPS Grant payable under this Agreement in that Year.

6.2 If, pursuant to subsection 6.1, the City intends to reduce the amount of its HPS Grant, it shall give the Proponent not less than 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 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.
6.3 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 Funding 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 HPS 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 7
FINAL CAPITAL COST AUDIT AND REPORTING

7.1 The Proponent shall, no later than 60 days following the date of substantial performance of the Eligible Project provide the City with a completed Community Entity Eligible Project Results Reporting Form, to be provided by the City.

7.2 The Proponent shall, no later than 180 days following the date of substantial performance of the Eligible Project, provide the General Manager with a progress and audit report containing the following information and documents:

(a) a statement outlining the amount paid by the City, and all other funding sources, to the Proponent for the Eligible Project during the funding period;

(b) a financial and performance audit report with respect to the management of the HPS Grant prepared by an independent auditor which shall contain the following information:

(i) a statement certifying that all costs claimed by the Recipient for the funding period were in accordance with this Agreement except as noted in the report;

(ii) an identification of unexpended balances of advances of the HPS Grant;

(iii) an identification of other income relative to this Agreement and/or the HPS Grant such as interest earned, HST rebates, etc.

7.3 The Proponent shall, if requested by the City, permit representatives of the City and/or Canada to discuss any progress and audit report referred to in subsection 7.2 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 8
REPRESENTATIONS AND WARRANTIES

8.1 The Proponent represents and warrants that,

(a) it is prepared to provide any additional funds required to complete the Eligible Project should the City's funding 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 and no member of the Council of the City 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;
(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.

8.2 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 9
GENERAL OBLIGATIONS OF THE PROPONENT

9.1 Throughout the Term, the Proponent shall:

(a) proceed diligently with the Eligible Project in accordance with the current work plan and the capital budget;

(b) notify the City of any increase in the capital budget, exceeding 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) maintain and operate the housing project at [address] in accordance with the terms and conditions of this Agreement;

   i. maintain and operate the housing project at [address] (i) at rents not to exceed 60% of CMHC Average Market Rents and (ii) to ensure that no unit is rented to a tenant whose income exceeds four times the annualized rent;

(d) obtain all permits, licenses, 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;
(e) 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 Project target dates, as requested or required by the City, from time to time;

(f) comply with all applicable federal, provincial and municipal laws, regulations and by-laws, including the holdback provisions of the Construction Lien Act, R.S.O., 1990 c. c30;

(g) put in place a good corporate governance policy, satisfactory to the General Manager, to prevent conflicts of interest in the management of the HPS Grant;

(h) 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;

(i) provide representatives of the City and Service Canada with access to its books, records, and to the building at [address], subject to the rights of the residential tenants, if any;

(j) obtain and maintain appropriate insurance for the property;

(k) maintain the property at [address] in a good state of repair and fit for occupancy in the same manner as a prudent owner would do and ensure it is managed in a fiscally responsible manner including ensuring that:

(i) a deficit is not incurred in any year without the approval of the General Manager, which approval shall not be unreasonably withheld; and

(ii) no expenditure is made which is of a material and excessive nature having regard to the normal practice of similar housing non-profit corporations for similar housing projects;

(l) ensure that the housing project at [address] 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 Lien Act, R.S.O. 1990, c.30;

(m) preserve any assets costing $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

(n) comply with the reporting requirements of this Agreement.

**ARTICLE 10**

**YEAR END REPORTING**

10.1 The Proponent shall provide, once annually, commencing on the first anniversary of the date of the last advance made under this agreement, a rent roll for the housing project operated at [address], signed by two members of the board of directors.
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 HPS Grant and the housing project at [address]. 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 HPS Grant and the housing project at [address] 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 10 business days of any changes in such personnel.

11.3 The Proponent shall, during the Funding Period and for a period of seven (7) years following the end of the Funding Period, make all books, accounts, records (including records related to rent collection and tenant income and eligibility verification), receipts, vouchers and other documents 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 and verify costs claimed by the Proponent as Eligible Project Costs.

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 Proponents;

(f) all insured and uninsured damage to property installed, property in transit and contractors' tools and equipment during the course of 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 [address] at any time during the Term or permit any mortgage, charge or other encumbrance to remain outstanding or revise or alter any existing mortgage or charge or encumbrance without the prior written approval of the General Manager.

13.2 The Proponent shall not during the Term offer, list, advertise, or hold out for sale or lease or otherwise offer for disposal of [address] 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 [address] 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 [address];

   (c) the character and capabilities of [address] 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 If any of the following events of default occurs:

(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 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) 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 of the Eligible Project or the operation of the housing project at [address];

(i) the Proponent ceases to operate the Eligible Project pursuant to terms and conditions of this Agreement.

14.2 The City may, in its absolute discretion, without restricting any remedies otherwise available, immediately terminate the Agreement by giving written notice to the Proponent.

14.3 In the event that the Proponent breaches this Agreement in a manner other than as set out in subsection 15.1 and

(a) the breach has not been remedied within 30 days of receipt by the Proponent of written notice of the breach or within such longer period as the City may allow; or

(b) a plan satisfactory to the General Manager to remedy the breach has not been implemented within the time period specified in the notice,

the City may, in its absolute discretion, without restricting any remedies otherwise available, immediately terminate the Agreement by giving written notice to the Proponent.

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

14.5 Upon providing notice of termination, the City shall have no obligation to make any further payments of the Grant to the Proponent.
ARTICLE 15
REMEDIES

15.1 If the Proponent is, during the Term, in breach of any part of this Agreement, in addition to terminating the Agreement as set out in this Article 15, 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) require the Proponent to provide additional information or documents to the City;
(b) correct the breach 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;
(c) require repayment of the HPS;
(d) seek any additional remedy available to the City at law or in equity.

15.2 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 subsection 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 [address] 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 the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M56.

ARTICLE 17
PUBLIC ACKNOWLEDGEMENT OF THE HPS 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 HPS 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 HPS 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 the HPS program. 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 *Arbitrations Act*, 1991, S.O. 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, 7th Floor  
55 John Street  
Toronto, ON  M5V 3C6  
Attention:  General Manager – Shelter Housing Support  
Fax No.  (416) 392-8492

with a copy to the City Solicitor, at

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:**

XXXXXXXX
XXXXXXXXXXXX
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 telex (if transmitted prior to 17:00 hour or a business day, and on the business day next following transmission (if transmitted after 17:00 hour, 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

23.1 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.

23.2 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 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 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.

CITY OF TORONTO

per: ____________________________
Name: Phillip Abrahams
Title: General Manager, Shelter Housing Support

Dated: __________________________
I have authority to bind the corporation.

[NAME OF PROONENT]

per: ____________________________
Name: __________________________
Title: __________________________

per: ____________________________
Name: __________________________
Title: __________________________

Dated: __________________________
I/We have authority to bind the corporation.

Authorized by Item No.26.47 Executive Committee
adopted by the Council of the City of Toronto on the 1,2, and 3 of December 2008.
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.

2.0 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 Other Categories of Eligible Project Costs

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) travel costs;
   b) communications costs;
   c) the costs of goods or services contracted out to a qualified contractor;
f) accounting and legal costs directly related to the Eligible Project activities;

g) 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;

h) consultant services, i.e., legal; architectural; project management;

i) the costs of purchasing, renovating or expanding buildings for use as transitional and supportive housing;

k) 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;

e) costs of constructing, buying, or renovating of buildings for use as permanent housing for homeless people for HPS Grant Housing Unit.
Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

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/our 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:                                 Date: __________________________

Authorised Signing Officer or Individual

Multilingual Services: 311 and TTY 416-338-0889