



Consortium Agreement – Housing Collaborative Initiative

THIS AGREEMENT is made as of the 15th day of January, 2014.

BETWEEN:

CITY OF HAMILTON, THE CORPORATION OF THE CITY OF LONDON, CITY OF OTTAWA, THE CORPORATION OF THE CITY OF WINDSOR, THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT, THE REGIONAL MUNICIPALITY OF HALTON, THE REGIONAL MUNICIPALITY OF YORK and THE REGIONAL MUNICIPALITY OF WATERLOO

(Hereinafter referred to as the “Governing Group”)

Recitals:

WHEREAS the “Governing Group” consists of the eight (8) Ontario municipalities that are signatory to this Agreement, each a “Member” and was formed to develop the Housing Collaborative Initiative;

AND WHEREAS “Housing Collaborative Initiative” or “HCI” is a project which seeks to develop information technology solutions for the administration by the Governing Group of the Service Manager obligations, as defined by Provincial legislation, associated with the delivery of housing programs and may be referred to in this Agreement as “the Project” or the “HCI Project”;

AND WHEREAS the Members of the Governing Group wish to replace locally existing databases, templates, forms and hard-copy documents used to manage their respective portfolio of housing programs with a single user-friendly web-hosted database application that will meet the governance and administrative needs of the Governing Group, as well as any new municipal partners in the Province of Ontario who wish to use the database application;

AND WHEREAS the Members of the Governing Group have worked jointly for the purpose of undertaking the development, marketing, licensing and maintenance of certain software (“Software”), which shall have the capabilities and functions described in the Request for Proposals (RFP2014-03) attached to this Agreement as Schedule “A” (referred to as the “RFP” herein), which may be amended from time to time by the parties to add additional software [and such other services, additional licensees and/or products as the Governing Group may from time to time unanimously agree upon (such Software and such other services and products shall be referred to as the “Products”)];

AND WHEREAS the Software is to be value added and be adaptable to legislative, management, and housing program and portfolio changes. The Software has been tentatively named by the Governing Group as “Turbo Housing” and is more particularly defined in the jointly prepared RFP;

AND WHEREAS the Governing Group has completed most of, and continues to develop, the business requirements, module descriptions and flowcharts describing workflow of the Software related to the development of an information technology system and incorporated the requirements developed to date into the RFP;

AND WHEREAS the Governing Group will select a proposal to develop the Software in accordance with a competitive procurement process that will be administered by The Regional Municipality of Waterloo, on behalf of the Governing Group, provided this procurement process yields a submission that meets the technical and budgetary requirements of the Governing Group;

IN CONSIDERATION of the premises and mutual covenants herein set forth and provided for, the parties covenant and agree as follows:

- 1. **Formation of the Governing Group**



1.1 **Organization and Interest of Parties.** The Governing Group has used the respective number of housing units which each Member administers pursuant to the legislation as a means of determining their respective proportionate share of ownership of the Software, more specifically based on the Service Manager Annual Information Return (“SMAIR”) 2011 data. The Governing Group has utilized the same proportional measure for determining their respective financial responsibility for the costs associated with the development of the Software and to establish each Member’s maximum financial contribution. The respective ownership interest of each Member of the Governing Group is set out below:

<u>Member</u>	<u>All Units</u> <u>SMAIR 2011</u>	<u>%</u> <u>Ownership</u> <u>“Interest”</u>	<u>Member Maximum</u> <u>Financial</u> <u>Contribution</u>
1 Halton	4,203	6.1%	\$ 91,521
2 Hamilton	12,948	18.8%	\$ 281,944
3 Windsor	8,566	12.4%	\$ 186,526
4 Waterloo	7,615	11.1%	\$ 165,817
5 York	6,210	9.0%	\$ 135,223
6 Chatham-Kent	1,592	2.3%	\$ 34,666
7 London	7,861	11.4%	\$ 171,174
8 Ottawa	19,891	28.9%	\$ 433,129
	68,886	100%	\$ 1,500,000

As used herein, “Interest” shall mean, as to each party, the ownership interest (expressed as a percentage) of such party in the ownership of the Software once it has been completed and commissioned for use by a vendor to be selected by the Governing Group (“the Software Developer”).

The parties acknowledge that the respective maximum financial contribution is based on an estimated cost of developing, and purchasing or licensing the Software and/or Products (excluding any additional costs of product support and ongoing maintenance following the completion and final acceptance of the Software by the Governing Group) however the maximum financial contribution does not necessarily represent actual costs which shall be fixed by the Governing Group based on the Software Developer’s proposal to the RFP and the selection process. The parties acknowledge that the Governing Group may solicit opportunities for alternative funding or additional membership in the Governing Group and to the extent such matters are unanimously approved by the Members of the Governing Group, in writing, the interests and financial contributions of the Members may be varied.

1.2 **Place of Business.**

- i. The Governing Group shall designate, for the purpose of administering the procurement of bids to develop the Software, The Regional Municipality of Waterloo, 150 Frederick Street in the City of Kitchener as the principal place of business of the Governing Group.
- ii. Once the procurement of bids is complete and a proponent has been chosen to develop the Software, the place of business of the Governing Group shall be the municipality in which the Project Manager (defined in this Agreement) holds office.

1.3 **Term.** This Agreement shall commence on the date first written above and shall continue until terminated in the manner herein provided.

1.4 **Purposes of the Governing Group.** The purposes of the formation of the Governing Group are:



- i. to procure, develop, license, maintain and/or sublicense the Software and Products,
- ii. to provide for the procurement process for the creation of the Software and Products; and
- iii. to engage in all such other activities related to the Software and the Products, which the Governing Group may from time to time specify.

1.5 **Role of the Regional Municipality of Waterloo.** The Regional Municipality of Waterloo undertakes, on behalf of the Members of the Governing Group, the administrative tasks associated with the preparation of the RFP and request for competitive bids to deliver the Software all in accordance with The Regional Municipality of Waterloo's procurement by-law and practices.

Prior to, during and following the procurement process, The Regional Municipality of Waterloo, when acting on behalf of the Members of the Governing Group, shall be required to consult with and seek input from the Governing Group prior to finalizing any decision.

1.6 **Rights and Obligations.** The rights and obligations under this Agreement of each Member of the Governing Group are in every case several; and not joint or joint and several. Nothing contained in this Agreement shall be deemed to constitute any party as the partner, agent or legal representative of any other party, or to create any fiduciary relationship between them for any purpose whatsoever. No party hereto shall have any authority to act for or to assume any obligation or responsibility on behalf of any other party except as expressly set out in this Agreement.

1.7 **Liabilities.** Except as otherwise provided herein, the liabilities arising out of this Agreement shall be borne by the Members of the Governing Group equally irrespective of their Interests.

1.8 **Ownership, Licensing and Copyright Regarding the Software or Products.**

- i. The Software or Products, if purchased from the Software Developer, together with any copyright in such Software or Products, shall be owned by the Governing Group in proportion to their respective Interest as set out in paragraph 1.1 herein.
- ii. The Software or Products, if licensed from the Software Developer, shall be licensed by each Member of the Governing Group directly from the Software Developer and with each individual member of the Governing Group to be responsible for its own ongoing maintenance and hosting costs, in accordance with the agreement to be entered into by each Member of the Governing Group and the Software Developer.
- iii. Copyright or ownership, if any, in the data or information that will be stored or used by each Member of the Governing Group through their respective use of the Software will be owned by the Member that originally created and/or had possession of the data or information prior to its incorporation into the database associated with the Software.
- iv. It is the intent that all Members of the Governing Group shall have full and complete use of any modifications or improvements to the Software and Products during the Term (as set out in Section 1.3) and accordingly each Member of the Governing Group grants the other Members of the Governing Group a perpetual, royalty-free cross license for the use of any modification or improvements made to the Software or Products during the Term (as set out in section 1.3).
- v. These sections may be subject to change depending on the outcome of the procurement process as defined in the RFP and the final determination of the ownership structure.

1.9 **Intellectual Property.** The Governing Group may obtain a transfer or assignment of the Software Developer's right, title, interest and ownership in the Software and the Products throughout the world, without reservation, together with any materials or documentation written, designed or produced by or for the Software Developer in connection with the RFP in any medium or format (herein the "Intellectual Property"). In such event, the Governing Group shall own the Intellectual Property with each Member of the Governing Group having a share equal to its proportionate respective Interest, as defined in paragraph 1.1.



1.10 **By-laws of the Governing Group.** The by-laws or governing principals of the Governing Group as may, from time to time, be adopted unanimously by the Governing Group, are attached to this Agreement as a Schedule and form an integral part of this Agreement. As of the date of this Agreement, the Governing Group has approved the following governing principal:

- i) Rules of Order for Evaluation of Bids Schedule "B"

1.11 **New Members**

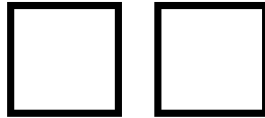
Prior to the Software and Products being fully developed, the parties may, upon written unanimous agreement evidenced by amending this Agreement, agree to allow other municipalities to join the Governing Group. The funding to be provided by any new member of the Governing Group shall be determined on the basis on the new member's total number of housing units as outlined the 2011 SMAIR data provided by the Ontario Ministry of Municipal Affairs and Housing and set out in Schedule "D" hereto. The additional funding will be first utilized to increase the total maximum contribution beyond the \$1,500,000 to meet the total development costs (should the cost of developing the Software and Products exceed the maximum total financial contribution of \$1.5 million). Secondly, if not required to reduce the overall cost of the Project should it exceed \$1.5 million, then the new member's contribution shall be utilized to reduce the original eight (8) Governing Group Members maximum financial contribution proportionate to their Interest. The Governing Group agrees that new members will be solicited once the Software and Products are developed and those new members will be required to enter into a separate agreement which will include the roles and responsibilities of new members as well as their financial contribution The financial contribution and share of gain model will be determined by unanimous decision of the Governance Group.

2. Management of the Governing Group.

2.1 The Governing Group agrees that forthwith upon execution of this Agreement, they shall form and constitute a management committee ("Management Committee") which shall have responsibility for the evaluation of the proposals, the general operation, administration and arrangement of the Governing Group and shall decide all matters of policy relating to such undertaking. The Management Committee shall be led by a designated Project Manager whose duties are set out more particularly in Schedule "C". The Management Committee shall be governed by the following principals:

- i. Each Member of the Governing Group shall designate one representative or nominee ("Nominee"), for the Management Committee and one alternate.
- ii. The Management Committee shall cause the terms of this Agreement to be implemented and give such directions to the parties as may be necessary from time to time.
- iii. The Management Committee may, from time to time, delegate any powers and responsibilities to an Executive Committee as it may see fit.
- iv. Each Member of the Governing Group shall be entitled, from time to time, to change its representative/Nominee and/or alternate upon written notice to the other parties. Such change of representative/Nominee and/or alternate shall be effective upon receipt of such written notice by the Project Manager (defined further herein).
- v. The Management Committee shall be the Evaluation Committee for the purpose of the RFP.

2.2 **Meetings and Notice.** The Project Manager or an individual Member of the Governing Group may, by giving at least 10 business days' written notice sent by prepaid mail, facsimile, email or delivered personally to each Nominee, summon a meeting of the Management Committee at a place and time to be set out in the notice; provided that a meeting may be held on shorter notice or without notice upon written consent of all the parties. Meetings shall be held by teleconference, electronically, or in person at such place as the Management Committee may unanimously agree upon. Any Member of the Governing Group may participate in meetings of the Management Committee by teleconference or any other technology that enables everyone participating in the meeting to communicate interactively and simultaneously with each other. A notice summoning a meeting will describe in reasonable terms, the matters



proposed to be discussed at such meeting. A representative of a Member of the Governing Group may have a reasonable number of advisors present at any meeting.

2.3 Quorum. A quorum for any meeting of the Management Committee shall consist of at least two-thirds of the representatives and no business shall be transacted at any meeting unless a quorum is present throughout the meeting. A meeting of the Management Committee at which a quorum is present shall be competent to exercise all or any of the authority, power and discretion bestowed upon the Management Committee by this Agreement however the parties acknowledge that no individual Member of the Governing Group shall be bound to financially contribute more than its respective maximum financial contribution, identified in paragraph 1.1 above, or any decision which requires unanimous consent, unless all members of the Governing Group are present at the meeting and unanimous consent is agreed upon. In the event that the Governing Group should admit new members in accordance with paragraph 1.11 of this Agreement, the Governing Group shall also determine whether the new member shall also be entitled to participate on the Management Committee it being agreed that the admission of a new member does not automatically entitle the new member to so participate barring any unanimous agreement of the eight signatory Governing Group Members to this Agreement.

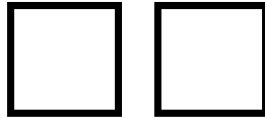
2.4 Voting. All matters to be determined at a meeting of the Management Committee shall be determined by consensus of those Members present and in the unlikely event that consensus cannot be achieved, matters shall be decided by a majority of the representatives of the Governing Group Members with the exception of any matters requiring unanimous consent as set out in this Agreement. In the event there is quorum but not full attendance by all members, matters shall be decided by majority vote as if there were full attendance by all members. By way of example, if 5 supporting votes are required when there is full member attendance, in any situation that there is quorum but not full member attendance 5 supporting votes are required for the matter to be approved. Unanimous means all Members must be in agreement. Unless expressly stated elsewhere in this Agreement, unanimous consent of the Governing Group is required for the following matters:

- i. any decision that requires a Member of the Governing Group to increase its financial contribution beyond the maximum financial commitment set out in paragraph 1.1;
- ii. any decision that would require a Member of the Governing Group to obtain approval of their respective elected Council or required Municipal approvals; or
- iii. any decision which would materially increase a Governing Group Members undertaking or liability (actual, contingent or otherwise) beyond those undertakings and liabilities set out in this Agreement.
- iv. Any decision which would materially change the requirement of the project so that the twelve (12) modules stipulated in the business and technical requirements for the Software are no longer unanimously satisfactory.
- v. Any addition of a new municipality to the Governing Group.

2.5 Project Manager.

The parties agree that the City of Ottawa will select, subject to approval from the Management Committee, the Project Manager. The City of Ottawa shall ensure that the terms of appointment of the Project Manager shall include a suitable probationary period during which time the Management Committee may evaluate the performance of the Project Manager and, if necessary, recommend the replacement of the Project Manager in consultation with the City of Ottawa.

- i. The compensation for the Project Manager selected by the City of Ottawa and approved by the Management Committee shall be funded as follows:
 - a. City of Ottawa 75.0%
 - b. The Regional Municipality of Halton 2.2%
 - c. City of Hamilton 6.6%
 - d. The Corporation of the City of Windsor 4.4%
 - e. The Regional Municipality of Waterloo 3.9%
 - f. The Regional Municipality of York 3.2%
 - g. The Corporation of the Municipality of Chatham-Kent 0.8%



- h. The Corporation of the City of London 4.0%

The terms of reference of the Project Manager are set out in Schedule C of this Agreement.

“Compensation”, for the purpose of this Agreement, means the salary and any payment made pursuant to the Project Manager’s/New Project Manager’s employment including severance, compensation during notice periods, benefits, leave, overtime and premiums.

In the event that, prior to the software being developed, the parties allow other municipalities to joining the Governing Group; the new members will be required to participate in the Compensation of the Project Manager. The new member’s portion shall be deducted from the City of Ottawa’s portion based on the calculation used to calculate the remaining Governing group Member’s portions which is as follows:

$$25 \times 71.1 / \text{Interest (\% of ownership)} = \text{portion}$$

e.g. If a municipality with 4,203 units joins, their Interest (% of Ownership) will be 5.8% and their portion of the Compensation will be 2.0% reducing Ottawa’s portion of Compensation to 73%.

The Project Manager’s employment shall be for 1 year, effective December 18, 2013 and shall be subject to the Collective Agreement between the City of Ottawa and The Civic Institute of Professional Personnel. Notwithstanding the fact that the City of Ottawa is the Project Manager’s employer, prior to and during the development of the Software, the City of Ottawa, when acting on behalf of the Members of the Governing Group, shall be required to consult with and seek input from the Governing Group prior to finalizing any decision as it relates to the Project Manager’s employment as Project Manager of the project.

The parties may wish to renew or extend the Project Manager’s employment in which case the Compensation of the Project Manager shall be paid by each Member in accordance with their respective ownership Interest.

In the event the Project Manager’s employment is terminated prematurely, or the Project Manager become unavailable for a prolonged period (more than 3 weeks during his or her assignment) for any reason other than vacation or schedules short term absence and a new project manager is required, the parties agree to meet for the purpose of selecting a new project manager (the “New Project Manager”). The Compensation of the New Project Manager shall be paid by each Member in accordance with their respective ownership Interest

Compensation shall be paid to the municipality which has employed the Project Manager/New Project Manager within 30 days of receiving the invoice from the employing municipality.

Travel expenses are specifically excluded from the Compensation and shall be paid either by all the Members proportionately in accordance with their Interest or by a specific Member if travel is required for the sole benefit of that Member. To reduce the costs of travel, the parties agree to make best efforts to teleconference and video-conference. Travel costs will be consistent with City of Ottawa corporate travel policies which support the most economical and efficient manner.

In the event that the City of Ottawa withdraws as a Member, the Project Manager’s roles and responsibilities towards the Project shall be considered to be terminated, effective the date of withdrawal. The remaining members will have the option to engage the current Project Manager, subject to the Project Manager no longer being an employee of the City of Ottawa.

2.6 Written Consent in Lieu of Meeting and Unanimity.

- i. A decision on any matter evidenced by the consent in writing of all Members of the Governing Group shall be as valid as if it had been decided at a duly called and held meeting of the Management Committee. Each decision consented to in writing may be in counterparts or electronic, which together shall be deemed to constitute one decision. Each Governing Group Member may request, and will be provided with, a fully executed signed copy for their records.



- ii. Where unanimity is required, a decision must be made by all Governing Group Members and evidenced in writing by the signature of each representative or alternate. Each Member may request, and will be provided with, a fully executed signed copy of such unanimous consent for their records.

2.7 Other Procedures. The Management Committee may make such other rules governing procedure at its meetings as it may decide provided that if any such rule is inconsistent with any provision of this Agreement this Agreement shall prevail.

2.8 Reporting and Books of Accounts.

- i. The Members of the Governing Group shall cause the Project Manager or Management Committee to prepare and deliver to the parties such financial records, reconciliation or other information concerning the HCI as the Governing Group Member may require.
- ii. The Members of the Governing Group shall keep true and accurate books of account and records, to the extent required, in accordance with generally accepted Canadian accounting principles applied on a consistent basis and may designate the finance staff of one or more of the Members of the Governing Group to consolidate these records and information from time to time.

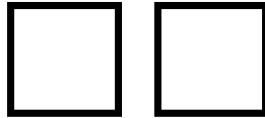
3. Contributions from the Governing Group and Bid Requirements

3.1 Contribution to the Governing Group by Members. The contribution of each Member of the Governing Group shall be as follows:

- i. The performance by it of its obligations as set forth in this Agreement;
- ii. The payment of its percentage share of the Software development and support costs excluding any additional costs of product support and ongoing maintenance following the completion and final acceptance of the Software by the Governing Group, as unanimously fixed by the Governing Group, based on the Software Developer's proposal to the RFP and the selection process. No Member of the Governing Group shall be jointly liable for another's share of the overall Software cost. Financial contributions shall be determined in accordance with the RFP process and the successful Software Developer bid, as may be amended during the Project, and all sums of money required from time to time for the purposes of the Project shall be determined by the Management Committee subject to each Member's maximum financial contribution as set out in paragraph 1.1.
- iii. To provide a suitable network and internet system for integration of the Software into their respective local system. Any expenditures or commitments for maintaining this responsibility will be borne by the individual Governing Group Member unless negotiated otherwise; and
- iv. Such further and other contributions as may be unanimously agreed upon and required from time to time during the term of this Agreement.
- v. Provide payment of its portion of the Compensation for the Project Manager and the payment of its proportionate share (Interest) of the Travel expenses of the Project Manager. In the event the Project Manager incurs travel expenses to provide services for the sole benefit of one Member, that benefiting Member shall arrange for and shall pay the entire cost of the travel expenses.

3.2 Requirements for Satisfactory Bid to Develop Software.

In the event that one or more bids will satisfy the technical and business requirements of the RFP as set out in the Schedules to this Agreement, within the Governing Groups' agreed upon maximum total budget of \$1,500,000, then each Member of the Governing Group shall enter into an agreement with the successful Software Developer, as determined by the RFP process, to develop and program the Software in accordance with the Software Developer's bid. The Parties agree that a bid will not satisfy the budget and technical requirements of the Governing Group if the overall cost is over \$1.5 million or the twelve (12) modules stipulated in



the business and technical requirements for the Software are not unanimously satisfactory.

3.3 No Requirement for Contribution if Technical/Business Requirements are Unsatisfactory.

In the event that the Governing Group does not receive any bids that will satisfy the technical/business requirements, including the provision of the twelve (12) modules as described in the business requirements of the RFP, then any Member of the Governing Group may withdraw from the Governing Group by providing written notice to the Project Manager, which notice shall be provided to the Project Manager within thirty (30) days of the Member having received the Project manager's bid report in writing, noting that the bid process has not produced a compliant bid that will satisfy the technical/business requirements of the RFP. This time for permitting a withdrawal from the Governing Group may be extended by mutual unanimous consent of the Governing Group and the particular Member that wishes to withdraw.

3.4 No Requirement for Contribution More than Proportional Interest.

No individual Member of the Governing Group will be required to contribute more than its' agreed upon maximum financial contribution for the cost of the development and programming of the Software. In the event that the Governing Group does not receive any bids that will satisfy the overall budget limit of \$1,500,000 for the development of the Software and the Products in accordance with the RFP, and the Members of the Governing Group, in accordance with section 3.6 are unwilling to increase individual contribution to meet the cost proposal without sacrifice and material change in technical scope, so that the technical requirements are not unanimously satisfactory, then any Member of the Governing Group may withdraw from the Governing Group by providing written notice to the Project Manager, which notice shall be provided to the Project Manager within thirty (30) days having received the Project Manager's bid report in writing, noting that the RFP has not resulted in a compliant bid that will satisfy the financial and budgetary requirements of the RFP. This time for permitting a withdrawal from the Governing Group may be extended by mutual unanimous consent of the Governing Group and the particular Member that wishes to withdraw.

3.5 Implications if one or more Members Withdraws from the Governing Group

In the event that one or more Governing Group Members withdraw in accordance with either paragraphs 3.3 or 3.4 of this Agreement, the withdrawing Member(s) shall not be required to provide payment of their/its percentage share of the Software or any other financial contribution for the Project and RFP incurred prior there to , save and except any payment made or owed up to the date of withdrawal regarding the Project Manager, and no costs or damages will be paid or payable by either the withdrawing Member to the remaining Governing Group, or by the remaining Governing Group to the withdrawing member. The withdrawing Governing Group Member shall relinquish any right or entitlement to utilize the Software or Products. The remaining Governing Group Members shall reallocate their Interest based on the 2011 SMAIR data.

3.6 Opportunity to Amend

- i. Notwithstanding paragraphs 3.3 and 3.4 of this Agreement, in the event that one or more bids does not either satisfy the business requirements of the RFP within the maximum total Budget of \$1,500,000 or the technical requirements, the Members of the Governing Group agree to convene a meeting, as soon as possible following the receipt of the bid report from the Project Manager, to first negotiate/mediate in good faith and review options available, namely:



- a) increasing proportionate financial contributions from Members of the Governing Group subject to each Member's approval;
 - b) external funding;
 - c) amending the membership of the Governing Group;
 - d) re-drafting business requirements and/or amend modules to be developed;
 - e) re-issue an RFP; and/or
 - f) negotiate a reduction in the estimated cost of the Project
- ii) If the estimated costs are over \$1,500,000 and the Governing Group determines that additional funding is required, any Member of the Governing Group may choose to increase its contribution set out in section 1.1.

4. Obligations of the Members of the Governing Group

4.1 Obligations of Members of the Governing Group. The obligations of the Members of the Governing Group in carrying out the purposes of the Project are:

- i. To designate a representative/Nominee and one alternate to the Management Committee that is empowered to make decisions on behalf of the individual Member;
- ii. To assist the Software Developer in the development and programming of the Software by the provision of a sufficient description of the Governing Group Members' use and local requirements to enable the Software Developer to develop and program the Software;
- iii. To participate and collaborate with other Members concerning the Software development process and future Software enhancements as may be required from time to time;
- iv. To report any statistics or information required on a timely basis
- v. To enter into such further and other documents including licenses, sublicenses and/or individual Software support and maintenance agreements as may be required subject to such documentation meeting the requirements of the individual Member. For greater clarity, the Governing Group Members acknowledge that the form and content of any additional documentation that may be required will be determined once the RFP process has been completed and a Software Developer has been selected;
- vi. To provide feedback regarding problems and issues of concern regarding the HCI Project; and
- vii. Such further and other obligations as may be undertaken by the Members during the HCI Project.

5. Subsequent Pricing and Licensing of the Software and Products.

5.1 Basis of Price Determination. The Governing Group may permit other entities to have use of the Software or Products once the Software has been developed and made available for use by each of the Members of the Governing Group. Unless otherwise determined by the Governing Group, the pricing of the Software and Products shall be determined on the basis of the new municipality's total number of housing units as set out in the 2011 SMAIR data provided by the Ontario Ministry of Municipal Affairs and Housing as a percentage of the actual costs of developing the Software. In addition, any new licensee municipalities shall be responsible for their own costs of customizing the Software to meet individual needs and for any incremental costs associated with the new municipalities' use of the Software.

5.2 Licensing of Software and Products. After the Software and the Products have been developed, the Governing Group shall make such Software components available to other municipal Service Managers by entering into license or sale agreements, as appropriate, with such municipalities. The form of content of the license or sale of Software and Products to other municipalities shall be determined by the Management Committee and approved by the Governing Group. Any such license agreement shall contain all of the usual terms and



conditions which appear in the Software Developer’s relevant standard license agreement and shall provide that payments of the license fee shall be made to the Members of the Governing Group in their proportionate Interest.

6. Access to Software and the Software Developer’s Computer System

6.1 Use by the Governing Group members Each Member of the Governing Group shall have a perpetual, royalty-free license to use the Software and the Products, once completed by the Software Developer provided each member pays its proportionate share of the development costs as may be required by the contract between the Members of the Governing Group and the Software Developer.

6.2 Charges for the use of the Software Developer’s Computer System. Any charges for usage by the Governing Group of the Software Developer computer system and network (for example, hosting fees charged by the Software Developer to retain the Members data on its server) shall be borne by each Member of the Governing Group individually in accordance with their agreement with the Software Developer.

6.3 Maintenance of the Software. The Governing Group shall determine the extent of any maintenance services with respect to the Software, or renewal thereof, together with the need for any further development of Software modules depending on the needs of the Members or any external factors such as legislative change in their respective mandates to administer community housing programs. The parties agree to enter into a separate agreement, as required to provide for the ongoing maintenance, renewal, further development, fees and costs as they relate to the Software.

7. Development of Software

7.1 Response to RFP. As detailed in the RFP, the Software Developer shall provide the Governing Group with a detailed response to the RFP detailing the Technical and Cost Proposal and the range of tasks to be completed by Software Developer in order to develop and program the Software. The Regional Municipality of Waterloo, acting on behalf of the Governing Group, will manage the RFP process and bids will be evaluated in accordance with Schedule B.

7.2 Compliance with RFP and Additional Costs. The Software Developer shall be required to use its best efforts and take such steps as may be necessary or advisable to ensure the timely contractual fulfilment of its obligation to program and develop the Software in accordance with the RFP in Schedule “A”. Provided, however, that should the Software Developer be unable to complete the development and programming of the Software within the estimated price and schedule set out in the Software Developer’s response to the RFP, the Project Manager shall advise each Member of the Governing Group. In such event, the Software Developer shall be requested to provide a revised estimated completion date and/or a revised estimated total cost. If any such revised estimated completion date is more than 180 days later than the original estimated final completion date for the Software or if any such revised estimated total cost will result in a Member of the Governing Group being required to make a financial contribution in excess of its agreed upon maximum financial contribution, the Management Committee will review the options available including but not limited to an increase in the financial contribution from each Member of the Governing Group, external funding, increasing the number of Governing Group Members or re-drafting the business requirements and/or specifications associated with the Software as set out in the RFP. No individual Member of the Governing Group will be required, however, to make a financial contribution in excess of the maximum financial contribution set out in paragraph 1.1 herein unless such additional financial contribution is agreed to, in writing, by the Member and the re-drafting of the business requirements and/or specifications associated with the Software as set out in the RFP, if necessary, shall require unanimous consent from the Members of the Governing Group.

8. Representations and Warranties

8.1 Representations and Warranties of the Governing Group. The Governing Group Member each hereby represent and warrant as follows:



- i. that each has full right, power and authority to enter into and carry out this Agreement and has been and is on the date of the Agreement duly authorized by all necessary and appropriate municipal by-laws or other applicable requirements to execute this Agreement; and
- ii. that it has no prior commitments, arrangements, or agreements with any other person which might interfere with, or preclude the carrying out of its obligations under this Agreement.

9. **Maintenance and Transfer of Interests.** It is the intent of each Member of the Governing Group that their respective Interests will be maintained at all times. No change to this Agreement shall be effected without the consent of all Members.

10. **Default and Termination**

10.1 **Events of Default.** For the purposes of this Agreement, default by a Member hereto shall be deemed to have occurred in each of the following instances, namely:

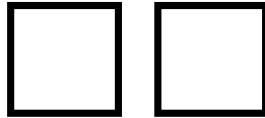
- i. if the Member shall refuse or omit to do any material act or undertaking required to be done or completed pursuant to the terms of this Agreement in accordance and at the direction of the Management Committee with the written notice from the Chair of the Management Committee or Project Manager as the case may be specifying the non-compliance; the written notice should allow 15 day business days to remedy the non-compliance. The Governing Group may allow for extenuating circumstances and extend the timeframe to comply;
- ii. if the Member shall refuse to pay the proportionate share of the Software development costs or any other funds agreed to be paid in accordance with the provisions of this Agreement; or
- iii. if the Member by its Nominee shall fail to attend at least three consecutive meetings of the Management Committee after having received the required notice of such meetings, with such absences noted in the meeting minutes and notice of the default provided to the Member prior to the third meeting.

10.2 **Action in Case of Default.** If a member should be in default, pursuant to the provisions of paragraph 10.1, after first having been given the opportunity to remedy any default following notice in writing from the Project Manager of not less than sixty (60) days, it shall immediately offer all its Interest in the Consortium as provided:

- i. the defaulting Member (“Offeror”) shall be deemed by those remaining Members (“Offerees”) in the Governing Group to have offered its entire Interest to the Offerees, to be distributed to those Offerees in accordance with their proportionate participation in the Governing Group, it being understood that, upon acceptance by those Offerees, in writing, the Offeror shall relinquish all right and title to an Interest in the Software and the Products and its proportionate share of additional licence fees that may be payable to the Governing Group in accordance with section 5.

10.3 **Events on Termination.** This Agreement may be terminated by unanimous vote of the Governing Group members. In addition to and without limiting the termination rights of Members pursuant to section 3.3 and 3.4, any individual Member may terminate its participation in the Governing Group on not less than six (6) months prior written notice to the Project Manager however in the event of any such proposed termination of participation in this Agreement, the following shall apply:

- i. The liabilities of the individual member of the Governing Group wishing to withdraw shall be satisfied or provided for prior to the effective date of termination;
- ii. The Interest of the individual member of the Governing Group wishing to terminate its participation shall be distributed to the remaining Members of the Governing Group in proportion to their respective Interests;



- iii. A Governing Group Member ceasing to be a member of the Governing Group by reason either of default or voluntary termination shall continue to be entitled to use the Software and Products in their possession at the time of cessation of their Interest however shall not be entitled to receive any continued Software or Product support, services, enhancements or modifications without the consent of the Governing Group.

11. Indemnification

Each of the Members of the Governing Group shall indemnify and hold harmless the others, including the councillors, officers, employees, agents and representatives of such other parties, from and against any and all losses, claims, damages and liabilities they may suffer or incur arising out of any negligence or wilful act or omission of the councillors, officers, employees, agents and representatives of such indemnitor, done or undertaken in connection with the HCI Project, the procurement of the Software and Products and the employment of the Project Manager, unless pursuant to authorization expressly granted herein or by other express agreement in writing between the parties.

12. Confidentiality

During the term of this Agreement and after the termination or other dissolution thereof for any reason, all Members shall treat all information that they may acquired in relation to each other confidential subject to any requirement to disclose such information in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* of Ontario which legislation shall take precedence over this Agreement. Each party shall use the same degree of care to avoid the disclosure of confidential data and information of the other party or the Governing Group as it uses to protect its own confidential data and information. The obligations undertaken by the parties hereto pursuant to this paragraph shall not apply to any data or information which are or become in the public domain, other than in consequence of the wilful or negligent act or omission of any of the parties hereto or its employees, or which are developed independently from this Agreement, or which are rightly obtained from third parties. The obligations contained in this paragraph shall survive termination of this Agreement and/or the termination of participation of one or more Members from the Governing Group.

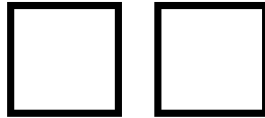
13. General Provisions

13.1 Status of the Parties Each Governing Group Member is an independent party under this Agreement and nothing in this Agreement authorizes any party to act as a legal representative or agent of any other party for any purpose.

13.2 Assignment. No Governing Group Member may assign or transfer its Interest or the rights, privileges, duties or obligations of this Agreement except with the express written and unanimous consent of the Governing Group as a whole or as a result of a municipal restructuring.

13.3 Severability. In the event that a court of competent jurisdiction determines that any portion of the Agreement is unenforceable, void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such invalid provisions were deleted.

13.4 Entire Agreement. This Agreement constitutes the entire Agreement and understanding of the parties. Section headings are provided for convenience purposes only and do not provide any modifications or substantive meaning to the terms and conditions of this Agreement. This Agreement will be reviewed annually and may be amended or modified only by a subsequent Agreement in writing signed by each of the parties and may not be modified by course of conduct. No supplement, modification or amendment of the Agreement shall be binding unless executed in writing by all the Members hereto.



13.5 Good Faith. Each Member shall cooperate and assist the others as may be reasonably required. The parties shall act reasonably in exercising any discretion, judgment, approval or extension of time which may be required to effect the purpose and intent of this Agreement. Each of the Members state that it intends to perform its obligations under this Agreement and to proceed in good faith to the successful establishment and implementation of this initiative. The representative of each Member of the Governing Group will negotiate and participate in the development of future agreements and decision making in good faith. It is further acknowledged that each Member shall, from time to time, discuss in a public forum through its Council the terms of this Agreement, the progress of the project, and the use of the Products and Software. Each Member acknowledges that any Member may reference any other Member in any discussion of their Council (subject to Section 12) and the terms and conditions of this Agreement, except where expressly provided otherwise in writing (whether in this Agreement or another document), shall be a public document.

13.6 Force Majeure. No party shall be responsible to the others for non-performance or for delay caused by anything beyond its control, including without limitation, lock-outs, acts of civil or military authority, municipal elections, war or acts of God. If any such delay occurs, then any applicable time period shall be extended for the period of the time lost, so long as the affected party makes reasonable alternative efforts to perform and gives prompt notice of the delay to the other parties.

13.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the Federal laws of Canada.

13.8 Execution by Counterparts. This Agreement may be executed in one or more counterparts, which together shall be deemed to constitute one and the same instrument, and delivery of the counterparts may be effected by means of facsimile transmission.

13.9 Acts in Furtherance. The parties agree that each of them shall, upon reasonable request of another, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

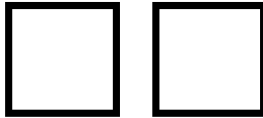
13.10 Amendments. Notices. All notices pertaining to this Agreement shall be in writing and shall either be personally delivered, given by facsimile transmission (with confirmed answer back) or sent by courier, email, priority post or registered mail, return receipt requested, to the representative, as appropriate, at their respective addresses appearing as follows:

City of Hamilton
 Manager of Social Housing
 Mr. Robert McKnight
 350 King Street East, Unit 110, Hamilton, ON, L8N 3Y3
 905-546-2424 x3728
 905-546-3271
Robert.McKnight@hamilton.ca

And City Clerk, City of Hamilton, City Hall
 71 Main Street West, Hamilton, Ontario L8P 4Y5

The Corporation of the City of London
 Director, Municipal Housing
 Ms. Louise Stevens
 267 Dundas St. 3rd Floor, BOX 5035, London, ON, N6A 4L9
 519-661-2500 EXT 5727
 519-661-5804
lstevens@london.ca

City of Ottawa



Manager, Housing Services
Mr. Stephen Arbuckle
100 Constellation Crescent, 8th Floor East, Ottawa, ON, K2G 6J8
613-580-2424 EXT 44117
613-580-2648
Stephen.arbuckle@ottawa.ca

The Corporation of the City of Windsor
Executive Director, Housing and Children Services
Ms. Debbie Cercone
400 City Hall Square E., PO Box 428, Station A, Windsor, ON, N9A 6L7
519-255-5200 EXT 6239
519-256-7107
dcercone@city.windsor.on.ca

The Corporation of the Municipality Of Chatham-Kent
Director, Housing Services
Ms. Shelly Wilkins
435 Grand Ave. W.
PO Box 1296
Chatham, ON N7M 5R9
Phone: 519-351-1228 x2140
Fax: 519-351-6404
shelley.wilkins@chatham-kent.ca

The Regional Municipality of Halton
Director, Employment Housing & Social Services
Ms. Janice Sheehy
690 Dorval Drive 7th Floor
Oakville ON L6K 3X9
905-825-6000 EXT 2730
Fax - 905-825-8274
Janice.Sheehy@halton.ca

The Regional Municipality of York
General Manager, Housing and Long Term Care
Ms. Sylvia Patterson
17250 Yonge Street, Newmarket, ON, L3Y 6Z1
905-830-4444 EXT xxxxx
905-895-xxxxx
Syliva.patterson@york.ca

The Regional Municipality of Waterloo
Manager, Housing Programs
Ms. Jennifer Murdoch
150 Frederick St., 8th floor, Kitchener ON, N2G 4J3
Tel: 519-575-4005
Fax:
Attention: Jennifer Murdoch
Email: jmurdoch@regionofwaterloo.ca

519-575-4449

Notices given hereunder shall be deemed given on the date upon which they were personally delivered or, if sent by facsimile transmission, twenty-four (24) hours after transmission with confirmed answer-back or, if mailed, five business (5) days after mailing.

Any party may change the individuals name, address, e-mail address, facsimile number or any other contact information for Notices by written notice to the Project Manager. If any notice or document is so given, it shall be deemed to have been received on the date of delivery if delivered by hand, on the fifth business day following the date of mailing as aforesaid, and on the next business day if transmitted by e-mail or facsimile. Any party may from time to time by notice given as provided above, change its address for the purpose of this clause.



13.11 **Schedules.** The following schedules are hereby incorporated and form an integral part of this agreement:

- Schedule “A”: Request for Proposal – P2014-03 administered by the Regional Municipality of Waterloo, on behalf of the Governing Group
- Schedule “B”: Rules of Order for the Evaluation of Bids
- Schedule “C” Terms of Reference - Project Manager
- Schedule “D” 2011 SMAIR data

13.12 **Dispute Resolution.** In the event of a disagreement or dispute arising in connection with a Member’s participation in the Governing Group, the Member seeking resolution of its concern shall advise the Project Manager, in writing, and the Project Manager shall convene a meeting of the Management Committee within fourteen (14) days for the purpose of resolving the dispute. Representatives of each Governing Group Member shall be entitled to attend such a meeting together with such other senior management or professional advisors of a particular Governing Group Member. Any discussion and resolutions reached at the meeting shall be recorded in writing by the Project Manager. In the event the parties are unable to resolve the matter, then such dispute or inability to agree shall be submitted to a single arbitrator under the provisions of the *Arbitration Act, 1991*, or any successor legislation in force at the time of the dispute. If the parties are unable to agree upon the arbitrator, any parties may apply to the court under the *Arbitration Act, 1991* for the appointment of the arbitrator. The award of the Arbitrator shall be final and binding and not subject to appeal except as otherwise permitted by the *Arbitration Act, 1991*. The cost of arbitration shall be borne equally by the parties unless otherwise ordered by the Arbitrator.

13.13 **Structure of Agreement** The division of this Agreement into sections and the provision of headings to each section is for the convenience of reference only and shall not affect the interpretation or construction of this Agreement.

13.14 **Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

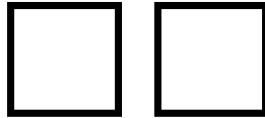
IN WITNESS WHEREOF the parties have affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf.

CITY OF HAMILTON

 Authorized signature
 _____ (title)
 _____ (print name)
 _____ (date)

I have authority to bind the corporation

 Authorized signature
 _____ (title)
 _____ (print name)
 _____ (date)



I have authority to bind the corporation

THE CORPORATION OF THE CITY OF LONDON

Authorized signature

(title)

(print name)

(date)

I have authority to bind the corporation

Authorized signature

(title)

(print name)

(date)

I have authority to bind the corporation

CITY OF OTTAWA

Authorized signature

(title)

(print name)

(date)

I have authority to bind the corporation

Authorized signature

(title)

(print name)

(date)

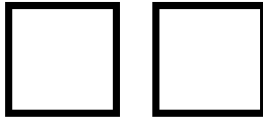
I have authority to bind the corporation

THE CORPORATION OF THE CITY OF WINDSOR

Authorized signature

(title)

(print name)



_____ (date)

I have authority to bind the corporation

Authorized signature

_____ (title)

_____ (print name)

_____ (date)

I have authority to bind the corporation

THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT

Authorized signature

_____ (title)

_____ (print name)

_____ (date)

I have authority to bind the corporation

Authorized signature

_____ (title)

_____ (print name)

_____ (date)

I have authority to bind the corporation

THE REGIONAL MUNICIPALITY OF HALTON

Authorized signature

_____ (title)

_____ (print name)

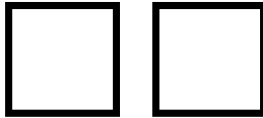
_____ (date)

I have authority to bind the corporation

Authorized signature

_____ (title)

_____ (print name)



_____ (date)

I have authority to bind the corporation

THE REGIONAL MUNICIPALITY OF YORK

Authorized signature

_____ (title)

_____ (print name)

_____ (date)

I have authority to bind the corporation

Authorized signature

_____ (title)

_____ (print name)

_____ (date)

I have authority to bind the corporation

THE REGIONAL MUNICIPALITY OF WATERLOO

Authorized signature

_____ (title)

_____ (print name)

_____ (date)

I have authority to bind the corporation

Authorized signature

_____ (title)

_____ (print name)

_____ (date)

I have authority to bind the corporation



SCHEDULE B

RULES OF ORDER FOR THE EVALUATION OF THE RFP

1.01 **PURPOSE** The purpose of this Schedule is to establish the parameters and rules of the meetings of the Management Committee of Housing Collaborative Initiative when evaluating the responses from proponents to the Request for Proposal (“RFP”) for housing management software.

1.02 MEETING ADMINISTRATION & CHAIRPERSON

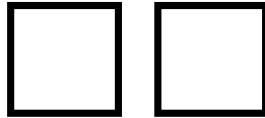
- a) The Regional Municipality of Waterloo (“Waterloo”) shall provide an individual from its Purchasing department (“ROW Purchasing”) to function and serve as a general administrator of the meeting(s) and ensure that the Region of Waterloo’s purchasing bylaw and related rules and regulations are observed.
- b) ROW Purchasing shall have no vote, shall not break ties and will not speak to advocate a position other than to advance the agenda of the meeting(s) and when directed by the Management Committee for the purpose of providing administrative information.
- c) The Project Manager shall prepare and distribute agendas for all meetings of the RFP evaluation process.
- d) ROW Purchasing shall record the consensus decisions of the Management Committee.

1.03 PARTICIPATION IN MEETINGS

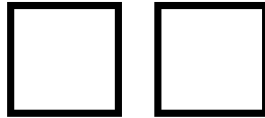
- a) Each member municipality of the Governing Group shall be represented on the Management Committee by a single individual (Nominee).
- b) Each primary municipal representative shall designate an alternate.
- c) The first order of business after the RFP evaluation meeting has been called to order by the ROW Purchasing shall be the identification of primary representatives and alternates for each municipality.
- d) At the first evaluation meeting, the proceedings may not proceed unless each municipality is represented. At subsequent meetings, if a municipality is absent, it shall be deemed to be abstaining from all votes and consenting to the outcome of each vote resulting from such meeting.
- e) The municipal representatives (primary and alternate) for the Regional Municipality of Waterloo shall be different persons than described in Section 1.02 a).
- f) The municipal representatives (primary and alternate) from the Project Manager’s municipality shall be different persons than the Project Manager identified in Section 1.02 c).
- g) Participation in a meeting shall be deemed to be speaking and voting. Silent, non-participating observers and/or alternates from each member of the Management Committee shall be permitted.
- h) While a meeting is in progress, only primary municipal representatives can participate.
- i) If a primary municipal representative is not present at any point during a meeting, the alternate shall participate on the primary representative’s behalf. Votes cast by an alternate may not be rescinded or otherwise disputed by the primary representative after the fact.

1.04 EVALUATION OF THE PROPOSALS

- a) Each member municipality shall evaluate the various proposals on its own prior to the Management Committee evaluation meetings taking place
- b) It is incumbent upon each municipality’s primary representative to ensure any, and all, parties who must be involved in the review of the RFP proposals does so.



- c) Failure of a primary representative to ensure scores were properly vetted at their municipality does not constitute the ability to withdraw from the results of the RFP and / or void the commitment to funding. Each member municipality shall forward its preliminary evaluation scores to the Region of Waterloo's purchasing representative (identified in Section 1.02 a) of this Schedule B) seven (7) calendar days prior to the initial evaluation meeting.
- d) At the evaluation meeting, the ROW Purchasing shall table a summary document revealing each municipality's scores.
- e) Each municipality shall confirm that the scores in the summary document are the scores it submitted to the Region of Waterloo. If the scores in the summary document are not correct as compared to what was submitted per Section 1.04 (c), the municipality shall indicate to the ROW Purchasing what corrections are necessary. ROW Purchasing will check the original submission data and advise if the score is indeed an error. If the error is confirmed ROW Purchasing shall ensure that the summary document is duly revised. If the error is not confirmed the municipality must provide evidence to support the error, which at a minimum includes the email and attachment which was submitted to Waterloo with the challenged score.
- f) ROW Purchasing shall ensure that the proposals are evaluated section by section rather than vendor by vendor. For example, each vendor's scores in the Technical area will be finalized before the scores on the Hosting area will be finalized.
- g) The various sections shall be evaluated in the following order:
 - Evaluation of Technical Proposal
 - Application Technical Response
 - Hosting Response
 - Software Support Response
 - Proposed Work Plan
 - Proponent Demonstration
 - Evaluation of Cost Proposal
 - Treatment of Multiple Cost Scores
 - Reference Check
- h) The summary document provided by the Waterloo purchasing shall indicate what the average score is for each evaluation section . Using this average score, the ROW Purchasing shall ask each member individually if this represents the score the individual member could agree to as their new score for that vendor's evaluation section.
- i) If no objection is expressed the ROW Purchasing will call for a show of hands to confirm consensus of the overall score for a section.
- j) A municipal representative need only express dissent to prevent the ROW Purchasing from declaring consensus on an item. The ROW Purchasing would then again reference the summary document provided by the Waterloo purchasing and shall indicate what the average score is for each evaluation section (with the high and low scores dropped from the calculation). Using this revised average score, the ROW Purchasing shall ask each member individually if this represents the score the individual member could agree to as their new score for that vendor's evaluation section.
- k)
- l) If no objection is expressed the ROW Purchasing will call for a show of hands to confirm unanimous consensus of the overall score for a section.
- m) A municipal representative need only express dissent to prevent the ROW Purchasing from declaring consensus on an item. Discussion on this item shall continue, moderated by the ROW Purchasing, until consensus is reached. Objections to the consensus score must be supported by factual information directly related to the vendors submission and the evaluation expectations for that section
- n) If no objection is expressed the ROW Purchasing will call for a show of hands to confirm unanimous consensus of the overall score for a section.
- o) No municipality can abstain from voting to confirm the score unless providing valid documented reason for their abstention. The remaining Members will



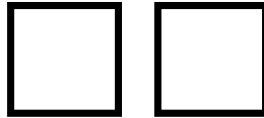
continue to evaluate the Submission with consensus being amend to seven (7) Members for the area where a Member abstains from voting.

- p) The Project Manager shall prepare a bid report which shall include the Waterloo summary of the RFP consensus scoring, resulting impacts, options, potential resolutions, timeframes and next steps.

1.05 EXCEPTION TO PARTICIPATION RULES

- a) The only exception to the rule by consensus that shall be permitted is when a municipal representative would like a subject matter expert from their municipality to speak to a point in a way that would enhance general understanding.
- b) A motion must be made from the municipality making the request.
- c) The ROW Purchasing shall ask if the motion is seconded.
- d) If the motion is not seconded, the motion is defeated and the ROW Purchasing will direct the meeting to continue with the regular agenda.
- e) If the motion is seconded, the ROW Purchasing is required to call for a vote on the motion. No debate on the motion shall be permitted.
- f) A vote must receive a majority of the votes cast to be passed. A tie vote shall be deemed to be a defeated motion. If a municipality has no representatives in the meeting at the time of the vote, the ROW Purchasing will deem that municipality to have abstained from the vote.
- g) The ROW Purchasing shall determine when the statement by the non-participating member has come to a close and shall allow questions by participating members and responses. At the ROW Purchasing discretion, the exception to the participation rules shall be declared to be ended and the normal rules established in Section 1.03 shall be back in force.

SCHEDULE B – ENDS HERE



Schedule C

Terms of Reference of the Project Manager

The parties agree to retain the services of Tim Labenek as Project Manager in order to assist with the development of the Software.

Should a New Project Manager be appointed, the employment relationship set out below will be revised accordingly.

These terms of reference serve to confirm the roles and responsibilities of the parties as it relates to the employment of the Project Manager.

- 1) Employment Relationship
 - a) The Project Manager is an employee of the City of Ottawa pursuant to an employment contract.
 - b) The Project Manager’s employment is governed by the Collective Agreement between the City of Ottawa and The Civic Institute of Professional Personnel.

- 2) Authority of the Project Manager
 - a) The Project Manager is not a representative or alternate for the City of Ottawa or any other Member of the Management Committee.
 - b) The Project Manager shall preside at all meetings at which he or she is present and, in his/her absence, another representative selected by the Members present of the meeting shall preside as Chairman of that meeting.
 - c) The Project Manager shall in no case have a casting vote.
 - d) The Chair, being a representative, shall have its usual voting right but in no case have a second vote.

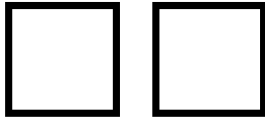
- 3) Duties of the Project Manager

In addition to what is contained in the body of the Agreement, The Project Manager will:

 - i) Be the primary conduit for exchanges of information among the Members of the Management Committee.
 - ii) Be responsible to the Management Committee for the day-to-day management of the HCI Project.
 - iii) At the direction of the Management Committee have primary responsibility for the financial administration of the HCI Project and the requirements of this Agreement, as required.
 - iv) Be the point of contact for the Software Developer.
 - v) Be responsible for the preparation of the bid report which is to be circulated within 5 business days of the conclusion of the evaluation process.
 - vi) Be responsible for implementing decisions of the Management Committee
 - vii) Monitor the progress of the HCI Project and report back to the Management Committee at each meeting or earlier as required.
 - viii) Perform other duties as require as agreed upon by the Management Committee.
 - ix) Perform other duties as required by the City of Ottawa, with the understanding that these duties shall not conflict with the duties noted above or result in an increase of Compensation.

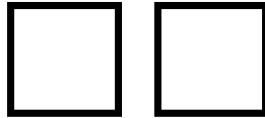
- 4) The parties acknowledge that the Project Manager is the Management Committee’s Project Manager and not a particular Member’s project manager.

- 5) Except where provided otherwise: duties of the Project Manager shall be determined by the Management Committee and shall be for the benefit of the Governing Group; and individual Members shall not be permitted to assign tasks to the Project Manager without prior consent of the Management Committee (with the exception of Schedule C 3.a ix as above).



SCHEDULE C – ENDS HERE

DRAFT



Schedule D

2011 SMAIR data - Ontario Ministry of Municipal Affairs and Housing

Schedule D

Haldimand-Norfolk

Niagara

Muskoka

Oxford

Brantford

Bruce

Dufferin

St Thomas

Kingston

Grey

Hastings

Huron

Lambton

Lanark

Leeds & Grenville

Lennox & Addington

Northumberland County

Stratford

Peterborough

Prescott-Russell

Renfrew

Simcoe

Cornwall

KAWARTHA LAKES

Wellington

Algoma

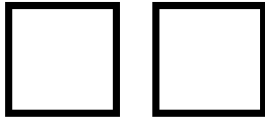
Cochrane

Kenora

Manitoulin-Sudbury DSSAB

Nipissing DSSAB

Parry Sound DSSAB



Rainy River DSSAB

Sudbury

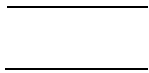
ThunderBay

Timiskaming

Durham

Peel

SSM



DRAFT