



STATEMENT OF WORK PS10204

CONSULTANT(S) FOR DEVELOPMENT OF LEARNING PROGRAM FOR YOUTH ANTI-RACISM AND INTERCULTURAL LEADERSHIP INITIATIVE

Responses will be received in the Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time of Tuesday, September 28, 2010, 3:00:00 PM, City Hall Clock Time (as defined in Note 2 below).

NOTES:

1. Responses shall be in a sealed envelope or package marked with the Proponent's Name, the SOW Title and Number and addressed to Purchasing Services, City of Vancouver.
2. The Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the clock used by the City's Purchasing Services Office for this purpose.
3. The City's Purchasing Services Office is open on Business Days 8:30 A.M. to 4:30 P.M. Vancouver Time and closed Saturdays, Sundays and holidays.
4. Responses to be submitted: Two (2) copies.
5. DO NOT SUBMIT BY FAX.

All queries related to this SOW shall be submitted
in writing to the attention of:

Michael Sachdev, Buyer
Purchasing Services

FAX: 604.873.7057 E-MAIL: purchasing@vancouver.ca

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1.0 Background

- 1.1 The City of Vancouver is currently developing a 3-year citywide pilot initiative to engage and train 2,000 youth (15 to 20 yrs old) as leaders in anti-racism, anti-discrimination and intercultural community building. The initiative will especially target participation of youth from more marginalized cultural communities, and through them, their families.

Each youth participant will take part in one of 8 overlapping cycles (or "Cohorts") of an overall 9-month program.

In **Part One** of the program, new participants will participate in one of two streams:

- a weekly 3-month preparatory program simultaneously delivered within 3 newly created groups of youth with little or no leadership experience (including youth at-risk) from diverse ethno-cultural backgrounds at different partner sites (Stream A); or
- a 3 to 5 session, anti-racism, anti-discrimination and intercultural leadership training program that will be introduced simultaneously into 3 different existing partner youth leadership programs (Stream B).

The Stream A program should be designed to include family members of participating youth in some sessions.

In **Part Two** of the program, all participants (from both Streams A and B) will engage in a series of 6 semi-monthly citywide intercultural, interfaith and intergenerational activities over the course of a 3-month period. In **Part Three**, participants will continue to work together over the course of the final 3-month period in one of 3 to 5 facilitated Intercultural Youth Action Teams on developing projects to address racism, discrimination and marginalization in the community. Upon completion of the entire 9-month program cycle, participants will then implement their projects and have the opportunity to participate in the mentorship/internship and alumni programs.

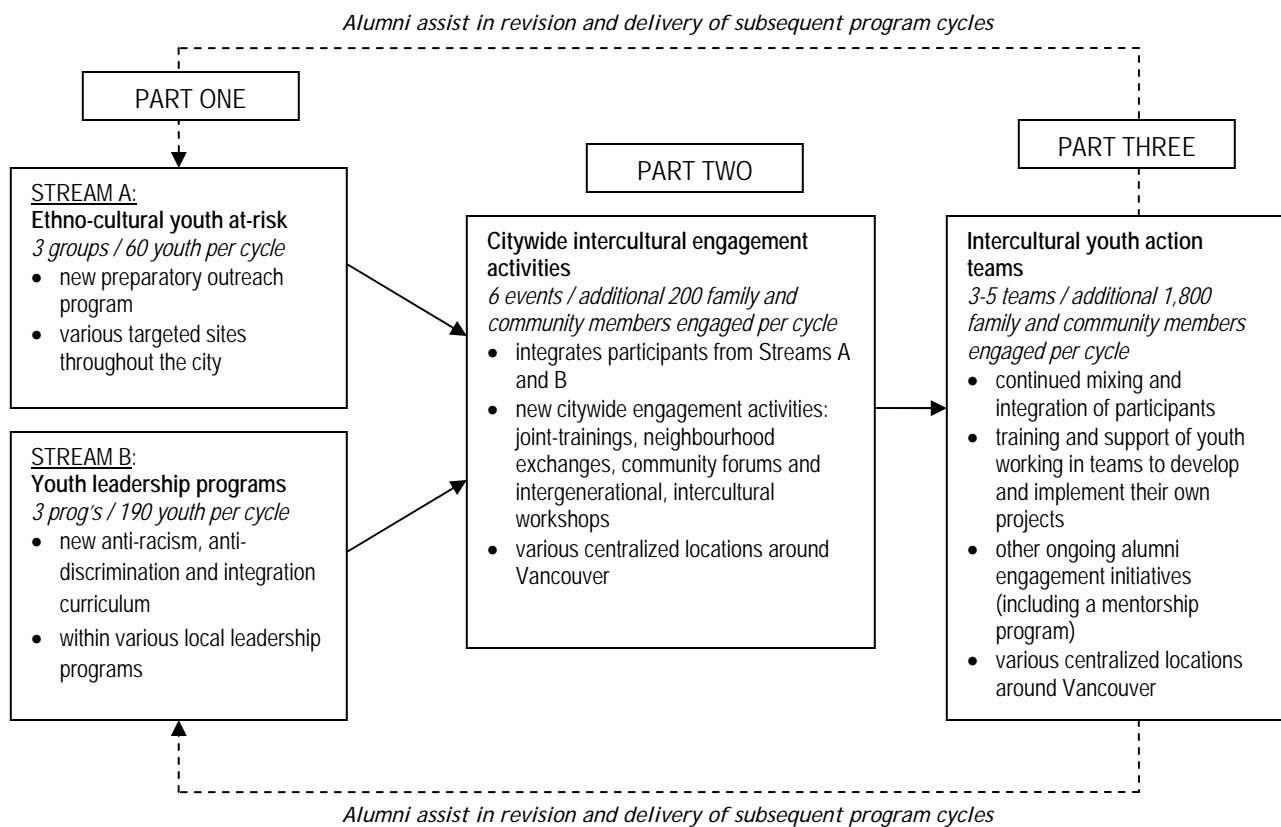
This full program cycle (Parts One, Two and Three) will be repeated 8 times for 8 different overlapping Cohorts, over the course of the 3 year pilot.

See **APPENDIX 1** for additional notes.

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overall program structure

* *The program below will repeat 8 times:
8 overlapping cycles (8 Cohorts) over the 3 year pilot)*



2.0 Scope

2.1 This Statement of Work comprises the development of a learning program and training for *only* Part One of the program.

2.2 The learning programs should:

- a) Be developed in 2 distinct formats for 2 different audiences of youth (15 to 20 years of age):

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- less-engaged with little or no leadership experience (including at-risk youth) from diverse ethno-cultural communities; and
- youth currently in local leadership programs;

Audience	Duration
Less engaged youth (aged 15 to 20) with little or no leadership experience from diverse ethno-cultural backgrounds.	Weekly 1.5-hr sessions over 3-month period.
Youth (aged 15 to 20) from diverse ethno-cultural backgrounds already engaged in youth leadership development programs.	Variable: learning program should be adaptable to 2 to 5 workshop formats, and/or self-contained individual workshop formats, and designed to integrate with and enhance existing community youth leadership programs.

- b) Build on and enhance existing local programs that address racism and discrimination, build community across cultures, and develop youth leadership:
- Be developed in consultation with a sample of existing local programs to ensure usability and long-term integration.
 - Be developed in consultation with City staff, the Project Advisory Committee and Learning Program Development Working Group.
 - Integrate existing accessible learning resources and tools, when available and possible.
 - Be developed consistent with current research into best practices in the field.
- c) Focus on engaging participants as leaders in addressing racism and discrimination and on cultivating intercultural dialogue and interaction among communities in Vancouver – within a framework of democratic and inclusive citizenship.
- Take a community development, assets-based and capacity-building approach.
 - Consist of experiential, interactive and engaging activities that provide opportunities for confidence and social skill development; identity exploration and development of self-awareness; self and collective expression; experiential and mutual learning; empathy building; and expansion and diversification of social networks.

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- These activities might include the following: intercultural communication, intercultural conflict resolution and cross-cultural team management training; story gathering, storytelling and sharing activities; intercultural exchanges; critical examination of barriers to empowerment and full citizenship (self, social and systemic barriers); diversity appreciation education; etc.
- d) Be developed for immediate use in the City of Vancouver's 3-year anti-racism and intercultural leadership development pilot program for youth; and thereafter, for use in Vancouver schools and community programs.
- Be piloted and revised over the 3-year period of this pilot program.
 - Provide step-by-step guides to:
 - "Setting up your own program site"
 - "Integrating and sustaining the program into your existing youth leadership initiative"
 - "Connecting participants to the citywide initiative and other program sites"
 - Develop a sense of ownership and belonging among participants in broader citywide initiative and in subsequent components of the initiative (Part Two and Part Three of the program, alumni opportunities, and other citywide youth leadership programs).
 - Qualify participants for Vancouver Board of Education course credit (in full or part), and accreditation for other community youth leadership programs where possible.
 - Be developed to be flexible, so that they may be adapted for delivery and/or integration in a diverse range of learning environments (e.g., ESL settings, differing abilities, community centre programs, summer camp settings, school classroom settings, etc.).
 - Integrate activities that accommodate different styles of learning and learning technologies.
- 2.3 The development and delivery of 8 training sessions for facilitators to deliver these learning programs over the 3-year period of the Project.

3.0 Requirement Overview

- 3.1 The consultant(s) will work closely in collaboration with the Program Coordinator and under the direction of the Social Planner responsible in the Social Policy Division of the City of Vancouver. Reports and communications are to be submitted to the Social Planner responsible for review and management of the contract. The work will be further guided by a Project Advisory Committee and Working Groups - composed of City staff, representatives from partner community organizations, and youth.
- 3.2 The consultant will be contracted for a thirty-six (36) month period.

4.0 General Methodology

- 4.1 Proponents should state their understanding of the Project and their understanding of issues in Vancouver relevant to the Project, and comment on

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their qualifications to meet the City's objectives and requirements and where possible give examples to illustrate qualifications.

- 4.2 Proponents should outline the resources expected to be devoted by the Proponent.
- 4.3 Proponents are to provide a detailed statement describing their approach to developing learning programs of this scope and nature in collaboration with the community, including their approach to community development through education, anti-racism/anti-discrimination education, intercultural leadership training and youth engagement and leadership development.
- 4.4 Proponents should provide in their submission, sample curricula, learning programs and/or social programs that they have developed.

5.0 Project Timeline

Work should commence October 2010 and be completed by October 2013. Timelines will subject to change upon mutual agreement of the consultant(s) and the City.

Proposed Tentative Project Timeline

Signing of final terms of reference, work plan & timeline	October 2010 (to be confirmed with selected consultant)
Consultations with sample of existing local programs & Learning Program Development Working Group	October 2010 (to be confirmed with selected consultant)
Submission of draft pilot learning programs	December 2010 (to be confirmed with selected consultant)
Preliminary testing of pilot learning programs	January 2011 (to be confirmed with selected consultant)
Completion of revisions to pilot learning programs based on stakeholder feedback	February 2011 (to be confirmed with selected consultant)
Facilitator training session #1	February 2011 (to be confirmed with selected consultant)
Piloting of learning programs	February to May 2011 (to be confirmed with selected consultant)
Satisfactory completion of learning programs based on pilot feedback	June 2011 (to be confirmed with selected consultant)
Facilitator training session #2	June 2011 (to be confirmed with selected consultant)
Satisfactory completion of annual learning programs revisions based on evaluation &	June 2011 to Jan 2013 (to be confirmed with selected consultant)

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feedback to date (Jan 2012 & Jan 2013) 6 additional Facilitator training sessions (Aug & Dec 2011 / Mar, Aug & Dec 2012 / Jan 2013)	
Draft final revision learning programs based on evaluation & feedback to date	July 2013 (to be confirmed with selected consultant)
Satisfactory completion of final revised learning programs	September 2013 (to be confirmed with selected consultant)

- 5.1 Proponents must state their ability to meet Project time commitments and their time availability for the duration of the Project. This date is subject to extension as the Project develops and other components arise.
- 5.2 No additional payments will be made to the Proponent as a result of any delays in implementing the Project.

6.0 Company Profile

- 6.1 If applicable, provide a description of the Proponent's company, purpose and history of successes including number of years conducting usability and accessibility reviews. Include a list of key personnel employed by any named proposed sub-contractor to the Proponent.

7.0 Key Personnel

- 7.1 If applicable, identify and provide resumes for the key personnel in the Proponent's proposed team and outline their roles in completing this assessment.
- 7.2 Include descriptions of any relevant and successfully completed projects, with references and telephone numbers for each. By submitting, the Proponent consents to the City contacting these references at its discretion, and consents to the City also contacting any other organization for the purposes of evaluating the Statement of Work.

8.0 Pricing Structure

- 8.1 Prices quoted should include HST, except where expressly requested.
- 8.2 Pricing shall be held firm for the term of the Contract, unless otherwise expressly agreed to by the City.
- 8.3 Prices are quoted in Canadian currency.

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- 8.4 The City of Vancouver has funding not to exceed \$30,000 (including HST and other expenses) for the entire length and scope of the Learning Program Development contract. A payment schedule will be offered at time of award.

9.0 Evaluation Criteria

- 9.1 The following criteria, which are not in any order of importance, will be taken into consideration during the City's evaluation of the Statement of Work:

- a) Proponents ability to meet the Requirements and the cost/expense for same;
- b) Project approach and methodology;
- c) Understanding of scope of work;
- d) Qualifications, expertise and overall experience, including:

Education, Training and Experience

- Relevant post secondary degree or diploma.
- Knowledge of and experience in developing curricula, learning programs and/or social programs.
- Proven experience in community development approaches to curriculum, learning program and/or social program development.
- Knowledge of and experience working with multicultural groups.
- Knowledge of and experience working in anti-racism and anti-discrimination.
- Knowledge of, and relationship with, Vancouver's anti-racism, anti-discrimination and youth leadership development programs an asset.
- Knowledge of, and relationship with, Vancouver's diverse communities and social service agencies an asset.

Skills and Abilities

- Strong communication, interpersonal and presentation skills, particularly with youth, parents, and individuals and groups with diverse interests and backgrounds.
 - Strong written communication skills.
 - Well-organized, excellent time management skills and ability to work both independently and collaboratively.
 - Ability to work with a range of personnel and organizations.
 - Ability to focus clearly on the learning and community development outcomes.
- e) Proposal includes creative approaches to addressing anticipated challenges associated with this scope of work;
 - f) Pricing and any other criteria the City, in its sole discretion, deems necessary to evaluate the Statements of Work; and

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- g) Ability to meet Project timeline.

10.0 Requirements

10.1 The successful Proponent may be requested to provide the following:

- a) City of Vancouver Business License if applicable;
- b) WorkSafeBC account number if available;
- c) Business Number or an article of incorporation; and
- d) For more information, please visit:
www.fin.gov.bc.ca/registries/corppg/default.htm.

11.0 Proposal Approval

11.1 The City will notify the successful Proponent in writing that its Proposal has been approved in principle and invite the Proponent to sign the City of Vancouver's Professional Services Agreement. See Appendix 2.

11.2 The City is not under any obligation to approve any Proposal and may elect to terminate this SOW at any time. Notwithstanding any other provision in the SOW document, the City has in its sole discretion, the unfettered right to:

- a) accept any Proposal;
- b) reject any Proposal;
- c) reject all Proposals;
- d) accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this SOW;
- e) reject a Proposal even if it is the only Proposal received by the City;
- f) accept all or any part of a Proposal; and
- g) split the Requirements between one or more Proposals.

12.0 Dun and Bradstreet

12.1 The Proponent should provide the City with the Proponent's D-U-N-S registration number, if applicable.

13.0 Invoicing and Payment

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- 13.1 Payments are Net 30 Days upon receiving the invoice. Invoices shall indicate labour separate from materials and where applicable, where HST is applied. Invoices shall be sent to:

City of Vancouver
#100 - 515 West 10th Avenue
Vancouver, BC
V5Z 4A8

Attention: Steven R. Dang, Social Development - Social Policy

14.0 Response Format

Proponents are requested to organize his/her response according to the following format:

Title Page: The title page will show the SOW title and number, Closing Time and Date, Proponent name, address, telephone number, and the name and title of the contact person.

Table of Contents: Page numbers are to be indicated.

Proponent Profile:

1. General

Provide a brief overview of your interest and understanding in and your qualifications to successfully complete this Project meeting the City's objectives and requirements.

2. Resources

Describe in general, your capabilities including resources available to you, such as access to information, and specialized knowledge and expertise in the applicable fields. State your time availability for the duration of the Project.

Identify and provide resumes for the key personnel in the Proponent's proposed team and outline their roles in completing this assessment.

3. Letter of Approach

Provide an overview of the methodology proposed, company profile, key personnel and any other information that has been requested in this Statement of Work.

Describe in detail, your approach to developing learning programs of this scope and nature, including:

- Community development through education;
- Anti-racism and anti-discrimination education;
- Intercultural leadership training; and

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- Youth engagement and leadership development.

4. Examples of Past Work:

The Proponent is to attach curriculum vitae that detail past work and experience, and include sample curricula, learning programs and/or social programs that they have developed, to demonstrate their ability to develop a program of this nature.

The Proponent is to submit references and telephone numbers for each example. By submitting, the Proponent consents to the City contacting these references at its discretion, and consents to the City also contacting any other organization for the purposes of evaluating the Statement of Work.

5. SCHEDULE OF PRICES

Activity List	Rate Per Hour (\$)	Est. Hours	Total
Consultations with sample of existing local programs & with Learning Program Development Working Group			-
Learning Program Development			-
Annual & final revisions			-
Training sessions			-
Other (please specify)			-
			-
TOTAL			-
HST			-
GRAND TOTAL	\$		-
<i>City of Vancouver reserves the right to adjust the scope of activities, in consultation with the Consultant, to ensure satisfactory completion of the project.</i>			

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APPENDIX 1

Additional Notes

For the purposes of the Project, racism is conceived in the context of discrimination on the basis of multiple differences. Through this educational approach, participants gain a critical perspective that fosters an appreciation that (a) an individual cannot be reduced to a single aspect of their identity, (b) individuals have multiple, overlapping identities, and (c) the complexity of our individual and shared identities can enrich us as individuals and as a society. Awareness of one's multiple, overlapping identities can also serve as a mitigating factor against overemphasis on one particular identity and potential radicalization. Furthermore, empathy and social cohesion result from the discovery of shared identities and experiences across what might be initially perceived as differences.

The learning programs should be developed according to research and best practices,¹ which demonstrate that:

- Initial outreach and engagement of vulnerable youth, such as ethno-cultural youth at-risk, is best achieved in smaller group settings with strong adult mentorship. Thereafter, participants can be gradually integrated as trust, self-confidence and capacities grow;²
- Experiential, mutual learning and empathy-building youth engagement/empowerment approaches are effective at fostering active, inclusive citizenship and a shared sense of identity and belonging among young people;³
- Anti-racism education is best pursued within the context of anti-discrimination more broadly. By exploring racism in the broader context of discrimination, empathy and social cohesion is built as participants also find shared identities and commonality in experiences across what might be initially perceived as differences;⁴
- Arts, culture, sport and recreation-based approaches are particularly effective in providing experiential, mutual learning and empathy-building opportunities for youth as part of anti-racism, anti-discrimination and integration issues education;⁵
- The political and civic participation of youth in the community is an essential part of integration processes;⁶ and

¹ Local best practice models of youth engagement and youth leadership development, especially of ethno-cultural youth at-risk, from which "citizenU" will draw include: the Affiliation of Multicultural Societies and Service Agencies of BC's (AMSSA) *Youth Ambassador* program to build stronger intercultural understanding; YMCA of Greater Vancouver's *Collectively Canadian* intercultural communication and leadership skills training programme; Vancouver Board of Education's *Another Route to Success* (ARTS) programme and anti-racism initiatives, Immigrant Services Society's *MY Circle* youth program to facilitate positive newcomer youth integration, SUCCESS's *Youth Leadership Millennium* program, Leave Out Violence BC's anti-discrimination and anti-violence youth programmes; and the City of Vancouver's *GetOut!* engagement initiative to engage less active youth and *YouthPolitik* youth civic education and youth leadership development programme.

² See Solorzano, Juan G. (2006). *Impacts and lessons learned from GetOut! the pilot year 2005-2006*. Vancouver: City of Vancouver. This has also been demonstrated as a best practice in programmes such as Vancouver Board of Education's *Another Route to Success* (ARTS) programme and anti-racism initiatives, Immigrant Services Society's *MY Circle* youth program, and Leave Out Violence BC's programmes.

³ Dewey, John (2004). *Democracy and Education*. Mineola, NY: Dover Publications, 2004.

Freire, Paulo (2000). *Pedagogy of the Oppressed*. New York: Continuum.

Roholt, Hildreth and Maizerman (2009). *Becoming Citizens: Deepening the craft of youth civic engagement*. London: Routledge.

See also Canadian Policy Research Network (CPRN) reports on Youth and Citizenship. Ottawa: CPRN. In particular, http://www.cprn.org/documents/34017_en.pdf and http://www.cprn.org/documents/34020_en.pdf

⁴ This approach has been demonstrated as best practice through programmes such as AMSSA's *Youth Ambassador* and *Safe Harbour* programmes; Leave Out Violence BC's anti-violence programmes; the City of Vancouver's *YouthPolitik* programme; and Immigrant Service Society's *MY Circle* youth programme.

⁵ Demonstrated, for example, by Theatre of the Oppressed, Forum Theatre and Playback Theatre practices. See also Creative City Network of Canada (2005). *Making the Case for Culture: Building community identity and pride*, and *Making the Case for Culture: Personal and social development of children and youth*. Vancouver, BC: Creative City Network of Canada.

¹¹ Asian Youth Task Force, p. vii.

Levine, Peter and Youniss, James (2009). Policy for youth civic engagement. In Youniss and Levine (eds.), *Engaging Young People in Civic Life*. Nashville: Vanderbilt University Press.

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Additional Notes Con't

- Citizenship education is best delivered through experiential, interactive and active engagement approaches that: (a) increase understanding of citizenship rights and responsibilities; (b) increase a sense of belonging in the community; (c) engage and empower youth as community leaders; (d) involve community service learning; and (e) engage youth as citizens on the local, regional, national and international levels.⁷

Hart, Daniel and Kirshner, Ben (2009). Civic participation and development among urban adolescents. In Youniss and Levine (eds.), *Engaging Young People in Civic Life*. Nashville: Vanderbilt University Press.

⁷ Benedicto, Jorge and Moran Maria (2007). Becoming a Citizen: Analyzing the social representation of citizenship in youth. *European Societies*, p. 602.

Neubauer, Bob (2009). *Youth leadership development in Vancouver*. Vancouver: City of Vancouver.

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APPENDIX 2



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made as of the _____ day of _____ (the "Effective Date"),

BETWEEN:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4
(the "City")

AND:

[CONSULTANT NAME AND ADDRESS]
(the "Consultant")

(The City and the Consultant are hereinafter sometimes referred to individually as "Party" and collectively as "Parties")

BACKGROUND:

- A. The City requires the professional services described herein, and desires to engage the Consultant to perform said services.
- B. The Consultant has agreed to perform the said services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE. 1 INTERPRETATION

1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

1.1.1 "Agreement" means this agreement inclusive of all schedules, appendices or exhibits attached hereto, as amended from time to time;

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- 1.1.2 **"Applicable Laws"** means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-Contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
- 1.1.3 **"City's Site"** means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Consultant;
- 1.1.4 **"City's Project Manager"** means the City's employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- 1.1.5 **"Contract Documents"** means this Agreement, the Proposal and the SOW;
- 1.1.6 **"Deliverables"** has the meaning set out in Article 17;
- 1.1.7 **"HST"** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada) as amended, including any provincial component collected by Canada on behalf of British Columbia, and any successor legislation thereto;
- 1.1.8 **"Project Team"** has the meaning set out in subsection 2.2.3;
- 1.1.9 **"Proposal"** means the proposal submitted by the Consultant in response to the SOW;
- 1.1.10 **"SOW"** means Statement of Work PS10204 - CONSULTANT(S) FOR THE DEVELOPMENT OF LEARNING PROGRAM FOR YOUTH ANTI-RACISM AND INTERCULTURAL LEADERSHIP INITIATIVE and all addenda;
- 1.1.11 **"Services"** has the meaning set out in Section 2.1;
- 1.1.12 **"Sub-Contractor"** has the meaning set out in Section 4.1; and
- 1.1.13 **"Term"** means the term of this Agreement as specified in Section 12.1.
- 1.2 The terms and conditions of the Contract Documents, whether or not attached to this Agreement will be deemed to be incorporated into this Agreement. The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:
 - 1.2.1 this Agreement, excluding Appendix B;
 - 1.2.2 the SOW; and
 - 1.2.3 the Proposal.
- 1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:

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- 1.3.1 the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
- 1.3.2 the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified, to this Agreement taken as a whole (including any and all attached appendices) and not to any particular section, subsection or other subdivision;
- 1.3.3 each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- 1.3.4 each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- 1.3.5 words importing the singular include the plural and vice versa and words importing gender include all genders;
- 1.3.6 references to time of day or date mean the local date or time in Vancouver, British Columbia;
- 1.3.7 all references to money mean lawful currency of Canada;
- 1.3.8 the word "written" includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and
- 1.3.9 the words "include" and "including" are to be construed as meaning "including, without limitation".

ARTICLE. 2 CONSULTANT'S SERVICES TO THE CITY

- 2.1 The Consultant will provide and be fully responsible for the following services (the "Services"):
 - 2.1.1 the services described in the SOW;
 - 2.1.2 the services which the Consultant agreed to provide in the Proposal; and
 - 2.1.3 all services not specifically included in Articles 2.1.1 and 2.1.2 but which are necessary or incidental to the completion of the Services.
- 2.2 The Consultant will be fully responsible for:
 - 2.2.1 coordinating the Services with the City's Project Manager, or her delegate, and ensuring that the performance of the Services does not adversely impact the design or construction schedule for the project or the work and/or services provided by the City's other consultants;
 - 2.2.2 taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance; and

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- 2.2.3 maintaining and supervising its employees and Sub-Contractors (the “Project Team”) described in Section 3.1.
- 2.3 The Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.
- 2.4 The Consultant will perform the Services: (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered; (b) in accordance with sound current professional practices and design standards; and (c) in conformance with any and all Applicable Laws.
- 2.5 The Consultant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with (a) the requirements and appendices of this Agreement, or (b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.6 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City’s Site or any other City property.

ARTICLE. 3 **PROJECT TEAM**

- 3.1 Subject to Section 3.2 below, the Consultant will utilize only the Project Team members noted in the Proposal.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, “substitutions required by circumstances not within its reasonable control” means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-Contractor or their affiliates.
- 3.4 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.

ARTICLE. 4 **SUB-CONTRACTORS**

- 4.1 Unless expressly permitted pursuant to Section 3 above, the Consultant may not engage any contractor or consultant (in each case a “Sub-Contractor”) for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.

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- 4.2 The Consultant will administer, coordinate, and manage all Services provided by any Sub-Contractors, and will assume full responsibility to the City for all work performed by the Sub-Contractors in relation to the Services and will pay all fees and disbursements of all Sub-Contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.
- 4.3 Where a Sub-Contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-Contractor to comply with this Agreement.
- 4.4 Nothing in this Agreement will create any contractual relationship between a Sub-Contractor and the City.

ARTICLE. 5 BASIS OF PAYMENT TO THE CONSULTANT

- 5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant the fees and reimbursable expenses prescribed herein, plus HST, as applicable.
- 5.2 Subject to Section 5.3, payment to the Consultant will be based on hours worked by employees of the Consultant or by the Sub-Contractors multiplied by the applicable hourly charge-out rates in the Proposal.
- 5.3 If there are limiting amounts for fees and disbursements indicated below for the Services or parts thereof, then notwithstanding anything to the contrary in this Agreement the maximum fees and disbursements to be paid by the City to the Consultant for the Services or portions of the Services will not exceed those amounts. Where additional fees are to be paid by the City to the Consultant for increases in the scope of the Services provided by the Consultant, they will not exceed the amount of said fees mutually agreed upon under Article 6. This limit on the fees to be paid by the City to the Consultant will in no way diminish the duties and obligations of the Consultant to provide the Services covered by this Agreement.

The fees for the Services are set out in Section 8.0, entitled "Pricing Structure", of the Proposal. Subject to Article 6, the total professional fees payable to the Consultant for the Services (not including HST or disbursements) will not exceed \$_____.

Subject to Article 6, the total disbursements for which the City will reimburse the Consultant in respect of the Services will not exceed \$_____.

Notwithstanding anything to the contrary contained in this Agreement, save for Article 6, the maximum liability of the City hereunder (the "Maximum Fees and Disbursements") will be \$_____, plus HST, as applicable.

Subject to the Fixed Disbursement Amount, the City will reimburse the Consultant for disbursements reasonably incurred by the Consultant in the performance of the Services. Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit.

- 5.4 If the Consultant has engaged Sub-Contractors, then the Consultant will make full payment to said Sub-Contractors for work performed in relation to the Services.

Subject to Section 5.3, the City will reimburse the Consultant for payments made to Sub-Contractors at amounts equal to such actual payments without any additions for overhead and profit to the Consultant.

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- 5.5 The Consultant will submit invoices to the City on or before the 10th day of each month. Each invoice will list the names, hours worked and pay rates of all employees of the Consultant and Sub-Contractors that have worked on the Services during the previous month, the total amount of previous payments made by the City, and the percentage of the Services that are complete. Each invoice will show separately the amount of HST applicable.

Attached to each invoice will be:

- 5.5.1 copies of invoices for all disbursements claimed;
- 5.5.2 confirmation of invoices from Sub-Contractors for the previous month; and
- 5.5.3 a brief report detailing work completed to date, work completed during the month covered by the invoice and work outstanding to complete the Services.

Notwithstanding anything to the contrary contained in this Agreement, the City will never be obligated to pay the Consultant a greater percentage of the Maximum Fees and Disbursements than the degree of percentage completion of the total of the Services.

- 5.6 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Consultant's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a sixty (60) day period. The City will, if it approves the amount of such invoices, cause the respective invoices to be paid within thirty (30) days of approval.
- 5.7 The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as will be reasonably necessary or advisable.

ARTICLE. 6 CHANGES TO SCOPE OF SERVICES

- 6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case and where this Agreement contains delivery dates and/or limits as to the Maximum Fees and Disbursements to be paid to the Consultant pursuant to Section 5.3 for all or any part of the Services, such delivery dates and/or limits will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.
- 6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.

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- 6.3 The City's Project Manager will consider the Consultant's written notice within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in Section 8.0, entitled "Pricing Structure", of the Proposal.

ARTICLE. 7 RELEASE AND INDEMNIFICATION

- 7.1 The Consultant now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Consultant, its Sub-Contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.
- 7.2 In undertaking the Services, the Consultant acknowledges that the Consultant has inspected the City's Site, agrees to accept the City's Site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Consultant to perform the Services.
- 7.3 Despite the provision of insurance coverage by the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, its Sub-Contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
- 7.4 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- 7.5 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

ARTICLE. 8 INSURANCE

- 8.1 Intentionally Omitted

ARTICLE. 9 WorkSafeBC

- 9.1 The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

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- 9.2 The Consultant will provide the City with the Consultant's and each Sub-Contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-Contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.
- 9.3 Whenever the Consultant is required or permitted to perform any Services on any City sites, the Consultant is now appointed and now accepts appointment as the Prime Contractor in connection with such Services.

ARTICLE. 10 CITY INFORMATION/APPROVALS

- 10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

ARTICLE. 11 COMMUNICATION BETWEEN CONSULTANT AND CITY

- 11.1 The City appoints _____ as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of _____'s appointment as the City's Project Manager by the City, _____ will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by _____, and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

- 11.2 The Consultant appoints _____ as its representative for the purposes of this Agreement (the "Consultant's Project Manager").
- 11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant's Project Manager.

ARTICLE. 12 TERM OF AGREEMENT

- 12.1 This Agreement will commence on the Effective Date and will expire on the completion of the Services, which Services must be completed by _____, 20__ (the "Term").

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ARTICLE. 13 TERMINATION

- 13.1 The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Consultant in whole or in part by giving 10 days prior written notice (signed by the City's Project Manager) to the Consultant. If termination is not for cause, the Consultant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind up costs incurred, if any, in closing out the Services or the part terminated.
- 13.2 Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind up costs incurred" pursuant to Section 13.1 exceed \$1,500 (including all taxes).

ARTICLE. 14 ASSIGNMENT

- 14.1 The Consultant will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided always that the Consultant first provides the City with:
- 14.1.1 reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
- 14.1.2 a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

ARTICLE. 15 CONFIDENTIALITY

- 15.1 The Consultant acknowledges that in performing the Services required under this Agreement, it will acquire information about certain matters which are confidential to the City, and such information is the exclusive property of the City. The Consultant undertakes to treat as confidential all information received by reason of its position as Consultant, and agrees not to disclose same to any third party either during performance of the Services or after the expiry or earlier termination of this Agreement.

ARTICLE. 16 NO PROMOTION OF RELATIONSHIP

- 16.1 The Consultant will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for the Consultant to perform its obligations under this Agreement).

ARTICLE. 17 DELIVERABLES

- 17.1 As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect one or more of the following:
- 17.1.1 products, goods, equipment, supplies, models, prototypes and other materials;

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- 17.1.2 information and data;
 - 17.1.3 reports, drawings, plans, designs, depictions, specifications and other documentation; and
 - 17.1.4 any other items identified in this Agreement as deliverables;
- (collectively, the "Deliverables").
- 17.2 Deliverables are deemed not to include;
 - 17.2.1 any item not required to be produced by the Consultant or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item's creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;
 - 17.2.2 any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
 - 17.2.3 any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers (the "Pre-Existing Materials").
 - 17.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.
 - 17.4 The Consultant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Article 15 unless advised otherwise by the City.
 - 17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Consultant to the City on the earliest of each of the following events:
 - 17.5.1 the date specified in this Agreement for the delivery of such Deliverable;
 - 17.5.2 immediately on the date of expiration or sooner termination of this Agreement;
or
 - 17.5.3 the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.
 - 17.6 The Consultant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce

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its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.

- 17.7 The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:
- 17.7.1 advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;
 - 17.7.2 acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
 - 17.7.3 granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.
- 17.8 The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

ARTICLE. 18 NOTICES

- 18.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.
- 18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

ARTICLE. 19 NO CONFLICT OF INTEREST

- 19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code of Canada*, and accordingly, could be punishable as a crime (as well as a breach of contract).
- 19.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is (a) an elected official or employee of the City or (b) related to

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or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

ARTICLE. 20 NON-RESIDENT WITHHOLDING TAX

20.1 If the Consultant is, at any time, a non-resident of Canada, within the meaning of the *Income Tax Act* of Canada as amended, then, and the Consultant hereby so agrees, the City may deduct from all monies payable under this Agreement and remit to the Receiver-General of Canada, the Government of Canada or Canada Revenue Agency, as applicable, sums not greater than the greater of:

20.1.1 25% of all monies payable under this Agreement; and

20.1.2 sums required to be withheld and remitted by the *Income Tax Act* of Canada as amended.

The City will receive full credit under this Agreement for monies withheld as of and from the date of the withholding (regardless of when or whether remitted) and no interest will be payable by the City on sums withheld, not remitted as aforesaid, and later paid directly to the Consultant.

ARTICLE. 21 COMPLIANCE WITH LAW

21.1 The Consultant will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.

21.2 The Consultant agrees that it will during the Term comply with all Applicable Laws.

ARTICLE. 22 GOVERNING LAW

22.1 This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

ARTICLE. 23 INDEPENDENT CONSULTANT

23.1 This Agreement is a contract for services and the Consultant, its permitted Sub-Contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant and its permitted Sub-Contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

23.2 The Consultant will not represent to anyone that the Consultant has any authority to bind the City in any way or that the Consultant is an employee or agent of the City.

ARTICLE. 24 INDEPENDENT LEGAL ADVICE

24.1 The Consultant acknowledges that the Consultant has been given the opportunity to seek independent legal advice before executing this Agreement.

ARTICLE. 25 TIME FOR PERFORMANCE

25.1 Time of the Essence. Time shall be of the essence of this Agreement.

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25.2 Unavoidable Delay. Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strikes/lockouts, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant's lack of financial resources or insolvency or strikes, lockouts or other withdrawals of services arising out of a labour dispute (including a strike, lockout, or other labour dispute involving the Vancouver Board of Parks and Recreation and/or the City of Vancouver and their respective employees) or labour affiliations of the Consultant's employees or Sub-Contractor's employees, or governmental action taken in the enforcement of law specifically against the Consultant or its Sub-Consultants. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

ARTICLE. 26 **GENERAL**

26.1 No Waiver. No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the City.

26.2 Severability. The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.

26.3 Remedies Cumulative. The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.

26.4 Further Assurances. Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

26.5 Entire Agreement. The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.

26.6 Amendment. This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.

26.7 Joint and Several Liability of Joint Venture Participants. If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.

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- 26.8 Schedules and Appendices. The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 26.9 Set-Off. The City may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.
- 26.10 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and the Consultant and their respective successors and permitted assigns.

As evidence of their agreement to be bound by the above contract terms, THE CITY and THE CONSULTANT each have executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER

BY: _____
Director of Legal Services

[CONSULTANT]

BY: _____
Authorized Signatory

Print Name and Title