

RFP 2015-001
AGREEMENT

THIS AGREEMENT is effective as of February 23, 2015

BETWEEN

Legal Aid Ontario ("LAO")

-AND-

Brookfield Johnson Controls Canada LP (the "Consultant")



LAO and the Consultant agree as follows:

1.0 Description of Services

1.1 The Consultant shall perform the services outlined in Schedule "A" (the "Services").

2.0 Consultant's Representations and Warranties

2.1 The Consultant represents and warrants that it is:

- (a) not a non-resident of Canada within the meaning of the Income Tax Act (Canada);
- (b) a partnership duly formed and registered under the laws of the Province of Ontario;
- (c) duly registered and qualified to do business wherever necessary to carry out the terms of this Agreement;
- (d) not a party to and agrees not to enter into any agreement, business or other relationship or to incur any obligations which may conflict with this Agreement; and
- (e) able and willing to perform the Services in a timely fashion.

2.2 The Consultant represents and warrants that the Services shall be performed faithfully and diligently in a good and worker like manner and to a high standard of professional competence and the Services shall be suitable for the objectives specified in Schedule "A".

2.3 Acceptance or approval of any Services by LAO, whether express or implied, shall not alter the Consultant's responsibilities under this Agreement.

2.4 The Consultant represents and warrants that its Services shall not infringe upon or violate any patent, copyright, trade secret or any other right of any third party, and shall not be libelous or otherwise unlawful.

2.5 The Consultant represents and warrants that it shall comply with all federal, provincial and municipal laws, regulations and orders. The Consultant shall be responsible for

obtaining any permits or licenses required for the performance of its responsibilities under this Agreement.

2.6 The Consultant represents and warrants that it can and does hereby waive all moral rights that it, its employees or subcontractors may have in connection with or respecting the Services or the Materials (as defined in paragraph 11.1).

2.7 Save and except for one copy of each that the Consultant may retain in its archives, the Consultant represents and warrants that all materials, documents, data and working papers relating to the Services shall be the property of LAO and shall be surrendered to LAO upon the complete provision, and LAO's written acceptance, of the Services or the termination of this Agreement for any reason whatsoever. No documents, working papers or manuals may be removed from the work area without the permission of the designated LAO Representative (as defined in paragraph 14.1), nor is any information about any LAO systems or data to be disclosed without similar written authorization.

3.0 Cost

3.1 LAO shall pay to the Consultant the fees and any amounts allocated for disbursements, all as set out in Schedule "B", provided that the total liability of LAO under this Agreement shall not, in any event, exceed the total amount set out in Schedule "B".

4.0 Billing

4.1 The Consultant shall invoice LAO on the 9th and 22nd of each month.

4.2 Every invoice shall be in the form attached hereto as Schedule "C" or shall contain the information set out in Schedule "C".

4.3 Failure to provide the information required by the invoice may result in delays in payment.

4.4 LAO shall pay the amount due only after receipt of an invoice satisfactory to the LAO Representative and acceptance by LAO of the Services for which the invoice is given.

4.5 On amounts for which no cheque has been issued within thirty (30) days after receipt of a satisfactory invoice and acceptance of the Services, LAO shall pay interest, on request, at the current rate of interest payable by the Province of Ontario from time to time.

5.0 Time

5.1 The Services shall commence on **February 23, 2015** and shall be completed no later than **April 2, 2015**.

LAO may, in its sole discretion, delay the project end date for a period of up to 7 business days, in which case, LAO will determine an end date no later than April 6, 2015 by which all work must be completed.

5.2 Time shall be of the essence. No extension or variation of this Agreement shall operate as a waiver of this provision.

5.3 The Consultant shall adhere to the critical path, dates and milestones, if any, as set out in Schedule "A".

6.0 Reports

6.1 The Consultant shall submit the following reports to the LAO Representative:

- a. a weekly high level status report of all major activities completed for that week and planned for the following week;
- b. invoices commencing every two weeks after the start of the engagement that correlate to the weekly status report activities; and
- c. such other project-related reports that may reasonably be requested by LAO and agreed to by the Consultant.

6.2 The Consultant shall, upon the request of the LAO, submit a final report to the LAO Representative upon completion of the Services. When LAO has requested a final report, the Consultant shall, prior to submitting a final report, provide LAO with a draft of the final report for review and comment by LAO.

7.0 Personnel

7.1 The Consultant shall ensure that the Services are provided primarily by [REDACTED] supported by [REDACTED] and [REDACTED] and will obtain LAO approval before substituting personnel.

7.2 The Consultant will not knowingly solicit the employment of LAO's employees in any capacity whatsoever during the term of this Agreement and for a period of one year after the termination of this Agreement.

8.0 Assignment

8.1 The Consultant shall not assign, transfer or pledge this Agreement or retain sub-contractors for the performance of the Services hereunder without the prior written consent of the LAO Representative. No assignment or sub-contract shall relieve the Consultant from its obligations under this Agreement or impose any liability upon LAO to any assignee or sub-contractor.

9.0 Limitation of Liability, Indemnification and Insurance

9.1 Neither party shall be liable to the other party for any injury, death or property damage unless it was caused by the negligence or willful act of a party, its employee(s) or agent(s) while acting within the scope of his or her employment or agency respectively.

9.2 Neither party shall be liable to the other for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement or the Services.

9.3 Each party (the "Indemnifying Party") hereby indemnifies the other party (the "Indemnified Party"), its employees and agents, against all costs, losses, expenses or liabilities incurred as a result of a claim or proceeding advanced by a third party alleging negligence or the willful act of an employee or agent of the Indemnifying Party while acting within the scope of his or her employment or agency respectively.

- 9.4 Prior to, or coincident with, its signing of this Agreement, the Consultant shall provide to LAO in a form satisfactory to LAO:
- a. a valid, current and signed certificate of insurance evidencing proof of insurance coverage; and
 - b. a valid and current clearance certificate issued by the Workplace Safety and Insurance Board of Ontario.

10.0 Termination

10.1 LAO may terminate this Agreement at any time, without fault and without liability, upon providing two (2) weeks' written notice of termination to the Consultant.

10.2 LAO shall not by termination waive any rights or remedies it may have at the date of termination. Termination shall not relieve the Consultant from its warranties and other responsibilities relating to Services performed and money paid up to and including the date of termination.

10.3 Upon termination, the Consultant shall:

(a) disclose to LAO the current state of the Services which are being performed by the Consultant and provide a report of, and all the material reflecting, the current state of the Services to LAO; and

(b) deliver to LAO everything produced by the Consultant in attempting to carry out this Agreement, and shall return everything supplied to it by LAO. Upon receipt of this material, LAO shall pay the Consultant for all services satisfactorily performed up to and including the date of termination.

11.0 Intellectual Property

11.1 Save and except any survey and analysis tools in which the Consultant already owns the intellectual property rights, all documents, raw data, research, processes, technology, programs, designs and inventions (collectively referred to as the "Materials") conceived of, completed or produced in the course or performance of this Agreement for LAO shall belong to LAO. The Consultant hereby assigns to LAO the Consultant's entire right, title and interest in and to all the Materials and all intellectual property rights therein including, without limitation, any patent, copyright, trademark, trade secret, industrial design, know how or other intellectual property right. The Consultant hereby waives all moral rights in connection with or respecting the Materials. For greater certainty, the Materials and Services do not include the survey and analysis tools in which the Consultant already owns the intellectual property rights. The Consultant acknowledges that the Materials are, shall be and remain the sole property of LAO.

11.2 Should the situation arise, the Consultant shall, at LAO's request, assist LAO in preparing and prosecuting any Canadian or foreign patent or trademark application, copyright registration or any other intellectual property claim or interest that LAO considers appropriate, and shall obtain or execute any other documents reasonably required by LAO to protect the intellectual property of LAO. Should LAO request the assistance contemplated in this paragraph 11.2, the Consultant may charge reasonable

fees for providing that assistance once an appropriate fee schedule has been approved by LAO.

12.0 Confidentiality

12.1 The Consultant shall not disclose or publish at any time, any of the information provided to it by LAO or any of the information obtained, conceived of, originated, discovered or developed in the course of the performance of the Consultant's duties and obligations under this Agreement without the prior written consent of the LAO Representative. The Consultant and its employees engaged in the performance of the services shall execute a confidentiality agreement in the form attached as Schedule "D" hereto. The Consultant acknowledges that LAO will suffer substantial and irreparable harm if this clause is breached. Any breach of this provision shall entitle LAO to immediately terminate the agreement and pursue the Consultant for damages.

13.0 Notices

13.1 Notices under this Agreement shall be in writing and sent by personal delivery, facsimile transmission ("FAX") or by ordinary prepaid mail.

13.2 Notices by mail shall be deemed to have been received on the fourth business day after the date of mailing.

13.3 Notices by personal delivery or by FAX shall be deemed to have been received at the time of delivery or transmission.

13.4 In the event of an interruption in postal service, notice shall be given by personal delivery or by FAX.

13.5 Notices to the parties shall be sent to the following addresses:

LAO: LAO Representative
Legal Aid Ontario
40 Dundas Street West, Suite 200
Toronto, Ontario
M5G 2H1
[REDACTED]

Consultant: Consultant Representative
Brookfield Johnson Controls
4175 14th Avenue, Suite 300
Markham Ontario
L3R 5R5
[REDACTED]

The parties may designate in writing to each other a change of address at any time.

14.0 Representatives

14.1 The LAO Representative is Karl Martineau. The Consultant's Representative is [REDACTED]. Each party may designate a different representative by written notice to the other party.

15.0 Representations and Warranties

15.1 All representations, warranties, covenants and limitations of liability in this Agreement shall continue in full force and effect after the termination or expiry of this Agreement.

16.0 Publicity

16.1 LAO may, in its sole discretion, publicly disclose the provisions of this Agreement.

16.2 Any publicity or publications relating to this Agreement or the Services shall be arranged by LAO. LAO may, at its sole discretion, acknowledge the Services of the Consultant in any such publicity or publication. The Consultant shall not make use of its association with LAO without the prior written consent of LAO.

17.0 Conflict of Interest - Gifts

To avoid any conflict of interest and/or the perception of a conflict of interest, the Consultant, and, as applicable, the Consultant's officers, directors, employees, agents and assigns, shall not, under any circumstances provide, directly or indirectly, to or for the benefit of any of LAO's officers, directors, employees or agents, a gift or gifts of any kind. A gift in this Article includes a gratuitous benefit of any kind.

18.0 Independent Contractor

18.1 This Agreement is a contract for a particular and non exclusive service. The Consultant shall have no power or authority to bind LAO or to assume or create any obligation or responsibility, expressed or implied, on LAO's behalf, or in its name, nor shall it hold itself out to anyone as an agent, employee or partner of LAO.

18.2 As between LAO and the Consultant, the Consultant is solely responsible for all legally required employer and employee contributions and deductions for itself and its staff, including Workers Compensation, Canada Pension Plan, Unemployment Insurance and Federal and Provincial Income Taxes.

19.0 Harmonized Sales Tax Certificate

19.1 LAO certifies that the Services are solely for use in the conduct of the business of LAO and therefore subject to the Harmonized Sales Tax.

20.0 Retention of Records and Inspection

20.1 The Consultant shall retain and maintain all results of the Services and all related materials and records associated with this Agreement not surrendered to LAO pursuant to paragraph 2.7 for a period of at least seven (7) years following the termination or expiry of this Agreement.

20.2 LAO may, upon twenty four (24) hours notice and during normal business hours, review all results of the Services and all related materials and records of the Consultant, during the term of this Agreement and within seven (7) years of its termination or expiry.

21.0 Waiver

21.1 A waiver of any failure to comply with any term of this Agreement must be in writing and signed by the aggrieved party. Each waiver must refer to specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

22.0 Bankruptcy

22.1 If the Consultant shall be declared insolvent or bankrupt, or if any assignment of the Consultant's property shall be made for the benefit of creditors or otherwise, or if a trustee in bankruptcy or similar officer or a receiver be appointed for the Consultant, then LAO may at its option upon written notice terminate this Agreement and shall thereupon be relieved from all liability hereunder.

23.0 Use of Consultant's Work

23.1 Notwithstanding any other provision of this Agreement, LAO shall not be bound to act upon or otherwise use any proposals, recommendations, plans, ideas, schemes, projects, or suggestions arising out of the Consultant's provision of the Services or Materials.

24.0 Amendments, Alterations and Additions

24.1 This Agreement may be amended, altered or added to only by written agreement between the parties which agreement is supplemental to this Agreement and thereafter forms part of this Agreement.

25.0 Governing Law

25.1 This Agreement and the rights, obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties agree that the Courts of Ontario shall have jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement. The parties do hereby attorn to the jurisdiction of the Courts of the Province of Ontario.

26.0 Headings

26.1 The parties agree that the headings in this Agreement form no part of the Agreement and have been inserted for convenience of reference only.

27.0 Entire Agreement

27.1 This Agreement, including the Schedules, constitutes the entire Agreement between the parties. There are no other agreements, understandings, representations or warranties, either collateral, oral or otherwise.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DATED AT TORONTO this ^{24th} day of Feb., 2015

Legal Aid Ontario

Per: 
Name: _____
Title: _____
I have authority to bind LAO

DATED AT TORONTO this ^{25th} day of Feb., 2015

Consultant

Per: 
Name: _____
Title: *CEO*
I have authority to bind the Consultant

SCHEDULE "A" (Description of services to be performed)

Statement of Work

LAO Requirements Overview

Background

In 2008 LAO moved to its Provincial Head Office to its current location. LAO used this opportunity to create open office space in order to make better use of space, to improve communication, to make the space more modern, and in the process, reduce footprint, and in turn, save costs.

Additionally, in 2009, LAO implemented a telephone service to make it easier for clients to apply for legally aided services and to receive summary legal advice. These new positions are required to work from home; therefore, LAO now has over 100 staff that work from home.

Space Modernization Journey

Legal Aid Ontario has a multi-phase plan for increasing its work space effectiveness. LAO's vision is to create the infrastructure where employees can work virtually from anywhere while still maintaining an effective and collaborative workforce that feels connected and well supported.

The next step in LAO's space modernization journey is to introduce hotelling and motelling to employees in a way that provides staff with an excellent work experience and to provide them with the ability to work from home, at other sites, and/or at the office and feel well connected. LAO has been piloting various work arrangements; however, LAO recognizes that these work arrangements need to be properly supported through policies, space design, technologies, scheduling tools and workplace protocols, including how LAO's office space may need to be reconfigured, to meet these objectives.

LAO's strategic vision around space optimization is guided by these foundations:

1. responsive workforce that can provide administrative as well as telephone-based client services from anywhere in Ontario;
2. responsive administration that can support a workforce that requires secure and current technologies to meet their client support needs; and
3. secure and responsive technologies enabling this responsive work force and administration plan.

LAO's objectives include reducing its physical footprint by, among other things:

- o becoming, as much as possible, a "virtual" organization;
- o moving away from assigned workspaces;
- o becoming paperless and having documents accessed electronically; and
- o facilitating employees' ability to work from anywhere securely.

Scope of Work

All aspects of the scope of work must consider employee safety, security, privacy, accessibility, use of technology (video, teleworking, client supports) and space concepts.

Deliverables:

1. Provide examples of organizations, in the private and/or public sector, that are innovative in their use of space with an overview of the tools that there are using to ensure their mobile workforce is effective and connected;
2. Provide examples of policies, space designs, technologies, workplace protocols, and any other tools that LAO would need to consider to effectively implement hotelling and motelling and to effectively manage a remote workforce; and
3. Provide report in Microsoft word format, along with an executive overview in Power Point format.

Out of Scope

LAO is not seeking any third party software through this engagement and the workspace concepts would pertain to using technologies in generic terms and LAO is not seeking to know specific vendor products.

LAO has existing technologies for support staff to work remote that provide video, chat, presence and collaboration.

However, LAO expects recommendations on types of technologies that would enable LAO to become a virtual organization and support a remote workforce.

High-level deliverables

February 23rd – 27th

Kick-off/Information Gathering (2 days)

The first step will be to meet one another and go over the scope of the work to ensure alignment with Legal Aid. Following confirmation of the schedule, scope and deliverables, our team will begin to gather information about the current space, furniture, organizational make-up, current work patterns, current standards in place. We also will hold meetings to gather information about current technologies used and will confirm areas of research to be gathered to provide to Legal Aid.

Work activities include:

- Interview LAO vested interested department heads on their mobile work force and space modernization requirements;
- Interview CEO/CAO/CIO/Manager of Facilities/Director of HR on their work force and space modernization vision;
- Summarize interview key observations and validate them with CIO, Manager of Facilities and Director of HR;
- Provide LAO additional questions for answering;

March 2nd – 16th

Market Place Research – Comparable requirements like organizations (5 days)

BJCC will draw upon our resources at GWi, Corenet Global and other industry organizations, along with our experience in implementing workplace programs similar to Legal Aid to gather research into mobility programs, use of technology, change management, workplace policies and others as identified.

Work activities include:

- Providing LAO research papers for helping increase LAO's awareness of the market place configurations and emerging trends;

March 17th - 25th

Development of Recommendations (3 days)

BJCC will analyze and synthesize our research findings into tangible recommendations for Legal Aid's consideration to achieve its workplace and operational goals. We also will provide examples of successful innovative workplaces and examples of policies, designs, technologies, protocols and other items as identified to implement hotelling and motelling and manage Legal Aid's workplace effectively. We have included feasibility planning for one location of approximately 10,000 square feet into our approach to showcase the concepts recommended. Legal Aid will be able to apply these concepts to other locations throughout LAO's portfolio of space.

- Present initial draft report to CAO, CIO, Manager of Facilities and Director of HR for initial feedback;
- Prepare final report in Microsoft word document format and an executive level presentation in PowerPoint;

April 2nd

Presentation of Recommendations (1 day)

Present to LAO Senior Management in PowerPoint format.

SCHEDULE "B" (Pricing and Schedule of Payments)

Bid Rate Form

(separate envelope)

Role of Resource Assigned	Per Diem	Days Allocated	Line Total	Total Cost for Deliverable
Senior Workplace Strategist ([REDACTED])	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
			HST Taxes (estimated)	[REDACTED]
			Total Cost	\$ 11,865.00

Estimated Breakdown by Days (based on an 8 hour day)

- Kick-off/Information Gathering 2
- Research 5
- Development of Recommendations 3
- Presentation of Recommendations 1

All fees are in Canadian dollars, net of taxes. Disbursements are additional and will be billed to Legal Aid Ontario at cost upon prior approval and as per the signed Form of Agreement. Our payment terms are 30 days from date of invoice.

SCHEDULE "C" (Invoice information)

Invoices shall commence two weeks after the start of engagement.

Invoices shall contain the following details:

Engagement stage:

- Kick-off and Information Gathering;
- Research;
- Development of Recommendations;

Detailed Description of deliverable within stage

Date deliverable was delivered


Billed charges per deliverable

Total engagement billed to date (including current invoice/remaining to be billed)

SCHEDULE "D"

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

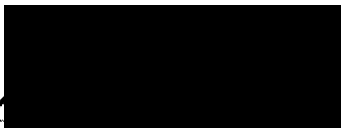
This confidentiality and non-disclosure agreement (the "agreement") is entered into and is effective as of February 23, 2015 by and between Legal Aid Ontario ("LAO") and Brookfield Johnson Controls (the "Recipient").

1. In the performance of duties and responsibilities under the Agreement, the Recipient will become aware of confidential and proprietary information ("Information") related to LAO, its clients and stakeholders. This Information includes, but is not limited to, client, statistical, financial, technical, business, operational and other information related to LAO clients, processes and/or computer systems.
2. The Recipient will not disclose, publish, or disseminate Information to anyone other than those of its employees with a need to know, and Recipient agrees to take reasonable precautions to prevent any unauthorised use, disclosure, publication, or dissemination of Information. This paragraph is restricted by paragraph 4 in respect of personal information.
3. The Recipient agrees to use Information for the sole purpose of performing its duties and responsibilities for LAO. Recipient agrees not to use Information otherwise for its own or any third party's benefit without prior written approval of the LAO's Representative in each instance.
4. The Recipient agrees that access to personal information which is in a form which identifies directly or indirectly the individual to whom the personal information relates will be given to the following named individuals only:

5. All Information, and any Derivatives thereof, whether created by LAO or Recipient, remains the property of LAO and no license or other rights to Information is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean:
 - (a) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted;
 - (b) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright and/or trade secret; and
 - (c) for patentable or patented material, any improvement thereon.
6. In accordance with section 2.7 of the Agreement, within ten days of receipt of LAO's written request, the Recipient will return to LAO all documents, records and copies thereof containing Information. The term "documents" includes all information fixed in any tangible medium of expression, in whatever form or format.

7. The Recipient shall destroy upon the conclusion of the Agreement all the information identifying individuals which is in their possession which is not returned to LAO.
8. The Recipient agrees not to contact any individual to whom personal information relates, directly or indirectly, without the prior written authority of LAO.
9. The Recipient shall ensure that no personal information will be used or disclosed in a form in which the individual to whom it relates can be identified without the prior written authority of LAO.
10. The Recipient hereby acknowledges that unauthorised disclosure or use of Information could cause irreparable harm and significant injury to LAO that may be difficult to ascertain. Accordingly, the Recipient agrees that LAO will have the right to seek and obtain immediate injunctive relief to enforce obligations under this agreement in addition to any other rights and remedies it may have.
11. Upon default by the Recipient under any terms of this Agreement, and at any time after the default, LAO shall have all rights and remedies provided by law and by this Agreement. No delay or omission by LAO in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. All rights and remedies of LAO granted or recognized in this Agreement are cumulative and may be exercised at any time and from time to time independently or in combination.
12. The rights and obligations outlined in this Agreement shall survive and continue after any expiration or termination, for any cause, of the Recipient's performance of duties and responsibilities for LAO and shall bind the parties and their legal representatives, successors and assigns.
13. The Recipient shall notify LAO in writing immediately if the Recipient becomes aware that any of the provisions set out in this Agreement have been breached.
14. It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or a part thereof is found to be void, voidable or unenforceable for any reason whatever, then the offending provision or part shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.
15. This Agreement shall be governed by and be interpreted in accordance with the laws of the Province of Ontario.
16. No change or modification of this Agreement shall be valid unless it is in writing and signed by each party.

In witness hereof the parties have signed and sealed this agreement this 19th day of February, 2015, between,

Legal Aid Ontario

Per: 

Name: Karl Martineau

Title: C.I.O

I have authority to bind LAO

Brookfield Johnson Controls CANADA LP by
its general partner Brookfield Johnson
Controls Canada GP Ltd.

Per: 

Name: Jim Hill

Title: GP

I have authority to bind Brookfield 