

File No.: 04-1000-20-2020-500

January 7, 2021

s.22(1)

Dear s.22(1)

Re: **Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")**

I am responding to your request of September 16, 2020 for:

Records of all contracts and agreements between the City of Vancouver and Tourism Vancouver. Date range: January 1, 2017 to September 16, 2020.

All responsive records are attached.

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2020-500); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at foi@vancouver.ca if you have any questions.

Yours truly,

[Signature on file]

Barbara J. Van Fraassen, BA
Director, Access to Information & Privacy

Barbara.vanfraassen@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4

*If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604.871.6584.

Encl.

:kt



LAW DEPARTMENT

File No.: LS-16-00318-005

MEMORANDUM

November 20, 2017

TO: Janice MacKenzie, City Clerk

CC: Taunya Geelhoed, Assistant Manager - Sport Hosting Vancouver, City Manager's Office
(w/o enclosure)

FROM Kelly Oehlschlager, Solicitor, Legal Services

RE: Sport Hosting Vancouver - Sport Tourism Development Fund Management Agreement

Attached please find document for filing:

TYPE OF AGREEMENT	One copy of signed FUND MANAGEMENT AGREEMENT
DATE OF AGREEMENT (If this date is execution date and there is more than one date, use the latest date as the date of the agreement)	November 9, 2017
PARTIES (complete names)	CITY OF VANCOUVER and TOURISM VANCOUVER And VANCOUVER HOTEL DESTINATION ASSOCIATION
CIVIC ADDRESS (no abbreviations - must be searchable)	N/A
LEGAL DESCRIPTION (no abbreviations - must be searchable)	N/A
EXPIRY DATE (indicate "N/A" if there is no expiry date)	December 31, 2017

City of Vancouver
Law Department
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4 Canada
tel: 604.873.7512 fax: 604.873.7445



RETENTION DATE (if there is an expiry date, fill in the date that the City clerk may send this document to Records - usually one year after expiry date)	December 31, 2018
REMINDER DATE (if there are no expiry/retention dates. THIS MUST BE FILLED IN - the lawyer can help to determine when this agreement could possibly be sent to Records - City Clerk's will use this date to remind us to review the agreement to determine whether it can be sent to Records)	N/A
WHO TO NOTIFY (this may be more than one person) [make sure you indicate the person's name, department (including division) and telephone number]	Kelly Oehlschlager, Solicitor Legal Services 604-873-7726 Sadhu Johnston, City Manager City Manager's Office 604-873-7627
FILE NUMBER (Law Department file number)	LS-16-00318-005



Kelly Oehlschlager

Phone: 604-873-7726
 Fax: 604-873-7445

:hkg
 Attachment

**SPORT TOURISM DEVELOPMENT FUND ("STDF") MANAGEMENT AGREEMENT
for**

SPORT HOSTING VANCOUVER ("SHV")

This agreement is made as of Nov 9th, 2017

BETWEEN

The "STDF Funding Partners" of the SHV namely:

Tourism Vancouver, represented by Ty Speer, President and CEO
Vancouver Hotel Destination Association, represented by Russ Cowan, Executive Director
City of Vancouver, represented by Sadhu Johnston, City Manager

1. BACKGROUND:

- a. The Sport Tourism Development Fund (the "STDF") has been established and funded by the STDF Funding Partners to support the objectives of SHV.
- b. The "STDF Funding Partners" are as stated above
- c. The STDF is comprised of contributions of cash only
- d. The STDF Funding Partners have made total cash contributions of \$2,500,000 to the Sport Tourism Development Fund as follows:
 - i. Tourism Vancouver – \$250,000 for each of 2016 and 2017 (\$500,000 in total)
 - ii. Vancouver Hotel Destination Association – \$500,000 for each of 2016 and 2017 (\$1,000,000 in total)
 - iii. City of Vancouver – \$500,000 for each of 2016 and 2017 (\$1,000,000 in total)
- e. The funds of the STDF are currently held in trust by Tourism Vancouver on behalf of the STDF Funding partners
- f. The STDF Funding Partners have agreed that Tourism Vancouver will continue to hold and manage the STDF in trust for and on behalf of the Partnership, as set out in this Agreement.

2. DECISION MAKING IN RELATION TO THE SPORT TOURISM DEVELOPMENT FUND

- a. The STDF Funding Partners have appointed representatives to form a "SHV Working Group"
- b. The STDF Funding Partners have appointed representatives to form a "SHV Board of Directors"
- c. The Board of Directors have approved a funding assessment framework template ("Funding Assessment Framework Template" for the purposes of this Agreement.
- d. SHV Working Group will recommend specific investments of the STDF money using the Funding Assessment Framework Template.
- e. Such recommendation(s) will be considered by the SHV Board of Directors.
- f. Should the SHV Board of Directors decide to endorse the recommendation(s) to support an event, then the unanimous written approval of the STDF Funding Partners will be required in order for any funds from the STDF to be committed.

3. MANAGEMENT OF THE SPORT TOURISM DEVELOPMENT FUND

- a. Tourism Vancouver will hold the STDF contributions in its operating account, and a specific general ledger code will be applied to the fund.
- b. Tourism Vancouver will not disburse (or commit for disbursement at a later date) any funds from the STDF without the written approval of the STDF Funding Partners.
- c. Such approval will be provided to Tourism Vancouver in the form an authorized signatory's signature on the completed Funding Assessment Framework Template. When the FAFT is signed by all of the STDF Funding Partners it will be deemed to have been approved in accordance with this Agreement.

- d. Upon approval by the STDF Funding Partners, the STDF Funding Partners will collectively proceed with satisfying all requirements and pre-conditions to actual disbursement of any funds, including but not limited to:
 - i. Approval (by all STDF Funding Partners) of the necessary hosting agreement or other event contract setting out the rights and obligations of SHV and the event provider
 - ii. Confirmation of compliance by event provider with all pre-conditions to funds disbursement (eg. insurance, permits, etc.) where applicable under such hosting agreement or other contract
 - iii. receipt of a proper invoice from event provider
 - iv. a fully executed contract between the Party and the STDF Funding Partners ensuring that liability under the contract is limited by each STDF Funding Partner in the manner set out in the FAFT (or as otherwise approved unanimously by the STDF Funding Partners)
 - v. such other documentation as the STDF Funding Partners may require.
- e. Tourism Vancouver will only disburse funds on the written authority of all STDF Funding Partner representatives and will not disburse any funds if such a disbursement would cause the fund to have a negative balance.
- f. Tourism Vancouver will provide a report of the status of the STDF at each SHV Board of Directors meeting, or as reasonably requested by any of the STDF Funding Partners.
- g. The City of Vancouver and VHDA will have the right to audit Tourism Vancouver's accounts and records in relation to the STDF on reasonable notice to Tourism Vancouver.
- h. Tourism Vancouver is only obligated to manage the STDF on the basis of the terms of this Agreement and the reasonable direction of the STDF Funding Partners, which must be unanimous.
- i. Except as set out in any contracts approved pursuant to the process set out in this Agreement,
 - i. Tourism Vancouver will not be liable for any commitments separately made by SHV and
 - ii. will be further not be liable for any commitments or disbursements which exceed the balance available in the Fund.

4. TERMINATION OF AGREEMENT

- a. This Agreement shall be terminated on the occurrence of any of the following events:
 - i. SHV is incorporated as a separate legal entity and the STDF is transferred into that entity
 - ii. by unanimous agreement of the "STDF Funding Partners".
 - iii. 31 December 2017, unless extended in writing by all of the STDF Funding Partners.
- b. In the event of this agreement being terminated,
 - i. pursuant to a.ii. or a.iii. above, the net balance of the STDF will be returned to each of the STDF Funding Partners on proportional basis to the original contributions.
 - ii. pursuant to a.i. above, the net balance of the STDF will be transferred to the new legal entity into which the SHV is incorporated.
- c. The net balance of the STDF will be calculated as the balance amount at the date of termination, less:
 - i. Any outstanding invoices and
 - ii. Any future contractual commitments of the SHV to third parties
 - iii. Any known claims against SHV or Tourism Vancouver by any third party which relate to the activities of the SHV

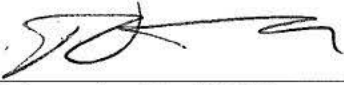
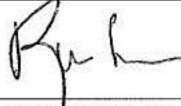
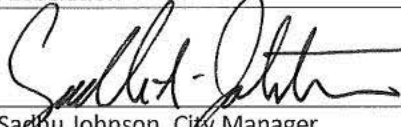
5. GENERAL PROVISIONS

- a. Assignment. No party is permitted to assign, transfer, delegate or otherwise dispose of, whether voluntarily, involuntarily by change of control or by operation of law, any rights or obligations under this Agreement, without the prior written consent of the other parties. Subject to the above, this Agreement will benefit and bind each party and its respective successors and permitted assigns.

- b. Terms of this Agreement Prevail. For the purposes of this Agreement, all prior terms and conditions of prior agreements and similar discussion drafts are deemed to be superseded and replaced by this Agreement.
- c. Contract Documents. The terms and conditions of this Agreement will govern the legal rights and obligations of the parties with respect to the subject matter of this Agreement.
- d. Audit Rights/Procedures. Each party has the right, at its own expense and upon five calendar days' notice to the other party, review and inspect all of that other party's operational and financial records relating to the subject matter of this Agreement.
Each party agrees to retain all source records, data, financial information and all other information in all media relating to this Agreement:
 - i. at an office within British Columbia at all times; and
 - ii. for a period of at least six years following the event, transaction or occurrence to which the record relates except that no record need be retained following five years after the expiry or sooner cancellation of this Agreement.
- e. Privacy / Confidential Information. In this Section:
"Confidential Information" means all information, documentation or knowledge, in any form, not generally known to the public, obtained directly or indirectly from the parties, or any one of them, in connection with this Agreement, including:
 - i. personal information about an identifiable individual, including but not limited to employee names, addresses and identification numbers,
 - ii. proprietary information including, but not limited to, any software, source code, patent, trademark, copyright, trade name or trade secrets,
 - iii. financial information, and
 - iv. any other similar information that exists or may arise in the future.
 "Privacy Legislation" means the Freedom of Information and Protection of Privacy Act (British Columbia) and Personal Information Protection Act (British Columbia) or the Access to Information Act, RSC 1985 c. A-1 and Privacy Act, RSC 1985 c. P-21, as applicable.
The Parties will:
 - i. comply with all applicable Privacy Legislation, and
 - ii. not disclose, directly or indirectly, any Confidential Information to any person at any time, either during or after the termination of this Agreement except as necessary for the performance of its obligations thereunder, as authorized in writing by the parties, or as required by applicable Laws and Regulations.
- f. Time of the Essence. Time is of the essence of this Agreement.
- g. Entire Agreement/Amendments. This Agreement is the whole Agreement among the parties and will not be modified or waived except by further written Agreement signed by those parties whose rights or obligations are being modified or waived.
- h. Governing Law/Jurisdiction. This Agreement will be interpreted in accordance with, and governed by the laws of British Columbia and the courts of British Columbia will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.
- i. Counterparts Clause. This Agreement may be executed by e-mail in counterparts pursuant to the Electronic Transactions Act (British Columbia) all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same Agreement.
- j. Severability. If any term of this Agreement is found by a court to be invalid for any reason, the invalidity will not affect the validity or operation or any other term.
- k. Survival. Despite any expiry or sooner cancellation of this Agreement, those terms which are intended or are in their context capable (whether or not expressly) of operating afterwards will continue in full force and effect.

- I. Waiver. The failure by either party to enforce at any time any of the terms of this Agreement, or the failure to require at any time strict performance by the other party of any of the terms of this Agreement, will in no way be construed to be a present or future waiver of the term, nor in any way affect the ability of any party to subsequently enforce the term. The express waiver by any party of any term must be in writing and signed by the waiving party. An express waiver will constitute a waiver of a future obligation to comply with the term only if there is an express reference to this effect.

ACCEPTED AND AGREED

	President & CEO	9 NOV 17
Ty Speer, President & CEO Tourism Vancouver	Title	Date
	Executive Director	Nov 9 / 17
Russ Cowan, Executive Director Vancouver Hotel Destination Association	Title	Date
	City Manager	NOV 07 2017
Sadhu Johnson, City Manager City of Vancouver	Title	Date

LAW DEPARTMENT

File No.: LS-16-00318-005

MEMORANDUM

May 2, 2018

TO: Katrina Leckovic, City Clerk

CC: Taunya Geelhoed, Assistant Manager - Sport Hosting Vancouver, City Manager's Office (w/o enclosure)

FROM: Kelly Oehlschlager, Solicitor, Legal Services

RE: Sport Hosting Vancouver - Extension of Sport Tourism Development Fund Management Agreement

Attached please find document for filing:

TYPE OF AGREEMENT	One copy of signed EXTENSION AGREEMENT
DATE OF AGREEMENT (If this date is execution date and there is more than one date, use the latest date as the date of the agreement)	November 9, 2017
PARTIES (complete names)	CITY OF VANCOUVER and TOURISM VANCOUVER And VANCOUVER HOTEL DESTINATION ASSOCIATION
CIVIC ADDRESS (no abbreviations - must be searchable)	N/A
LEGAL DESCRIPTION (no abbreviations - must be searchable)	N/A
EXPIRY DATE (indicate "N/A" if there is no expiry date)	December 31, 2018

RETENTION DATE (if there is an expiry date, fill in the date that the City clerk may send this document to Records - usually one year after expiry date)	December 31, 2019
REMINDER DATE (if there are no expiry/retention dates. THIS MUST BE FILLED IN - the lawyer can help to determine when this agreement could possibly be sent to Records - City Clerk's will use this date to remind us to review the agreement to determine whether it can be sent to Records)	N/A
WHO TO NOTIFY (this may be more than one person) [make sure you indicate the person's name, department (including division) and telephone number]	Kelly Oehlschlager, Solicitor Legal Services 604-873-7726 Sadhu Johnston, City Manager City Manager's Office 604-873-7627
FILE NUMBER (Law Department file number)	LS-16-00318-005



Kelly Oehlschlager

Phone: 604-873-7726

Fax: 604-873-7445

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Attachment

**EXTENSION #1 OF SPORT TOURISM DEVELOPMENT FUND ("STDF") MANAGEMENT AGREEMENT
for
SPORT HOSTING VANCOUVER ("SHV")**

This agreement is made as of January 1, 2018

BETWEEN

The "STDF Funding Partners" of the SHV namely:

Tourism Vancouver, represented by Ty Speer, President and CEO
Vancouver Hotel Destination Association, represented by Russ Cowan, Executive Director
City of Vancouver, represented by Sadhu Johnston, City Manager

1. BACKGROUND:

- a. The STDF Funding Partners of the SHV are parties to the Original Agreement (as defined below).
- b. The Original Agreement requires all extensions and amendments be in writing and signed by the parties.
- c. The STDF Funding Partners have agreed to extend the Original Agreement.
- d. Accordingly, the STDF Funding Partners have agreed on the following terms and conditions.

2. DEFINITIONS

- a. In this Agreement, the following definitions apply:
 - i. "Agreement" means this Extension #1 but expressly excludes the Original Agreement;
 - ii. "Original Agreement" means the agreement between the STDF Funding Partners entitled *Sport Tourism Development Fund ("STDF") Management Agreement For Sport Hosting Vancouver ("SHV")* dated November 9, 2017, but expressly excludes this Extension #1.
- b. All other capitalized terms have the meanings given to them in the Original Agreement.

3. EXTENSION OF TERM TO DECEMBER 31, 2018

- a. Section 4.a.iii of the Original Agreement is now amended by replacing the expiry date of December 31, 2017 with a new expiry date of December 31, 2018.


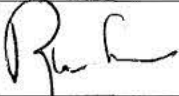
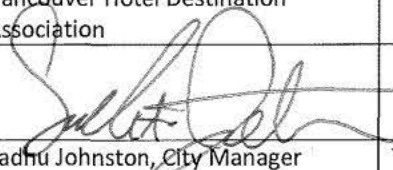
4. AMENDMENT TO STDF FUNDING PARTNERS CASH CONTRIBUTIONS:

- a. Section 1.d. of the Original Agreement is deleted and replaced with the following:
 - "d. The STDF Funding Partners have made total cash contributions of \$4,000,000 to the Sport Tourism Development Fund as follows:
 - i. Tourism Vancouver - \$250,000 for each of 2016 and 2017 (\$500,000 in total)
 - ii. Vancouver Hotel Destination Association - \$500,000 for each of 2016 and 2017 (\$1,000,000 in total)
 - iii. City of Vancouver - \$500,000 for each of 2016 and 2017 (\$1,000,000 in total)
 - iv. Tourism Vancouver, Vancouver Hotel Destination Association, and City of Vancouver will each contribute \$500, 000 for 2018 (\$1,500,000 in total)"

5. RATIFICATION

- a. All other terms and conditions of the Original Agreement are now ratified and confirmed (except to the extent modified by this Agreement).

ACCEPTED AND AGREED

	26 Apr 18	CEO
Ty Speer, President & CEO Tourism Vancouver	Title	Date
	Executive Director	25/04/18
Russ Cowan, Executive Director Vancouver Hotel Destination Association	Title	Date
	City Manager	APR 24 2018
Sadhu Johnston, City Manager City of Vancouver	Title	Date