

File No.: 04-1000-20-2022-228

July 26, 2022

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 writing regarding your request of April 29, 2022 under the ***Freedom of Information and Protection of Privacy Act*** for:

Internal reports, memos, updates or other documents produced by City of Vancouver staff on the subject of the Canadian E-Fest, a Formula E electric car race planned for Summer 2022. Date range: January 1, 2022 to April 28, 2022.

All responsive records are attached. Some information in the records has been severed (blacked out) under s.12(3)(b), s.13(1), s.14, s.15(1)(l) and s.21(1) of the Act. You can read or download these sections here:

http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request 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 (#04-1000-20-2022-228); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

[Signed by Cobi Falconer]

Cobi Falconer, MAS, MLIS, CIPP/C
Director, Access to Information & Privacy
cobi.falconer@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. (Response Package)

:ma

Agenda:

1:00pm-1:10pm- Introductions

- City of Vancouver- FASE Desiree Hamiton, Geoff Teoli, Carter Xin, Rachel Ambrosio
- OSS Phillip Smirnow, Matthew Carter
- City of Vancouver- Traffic, Electrical Operations and Design Duminda Epa
- City of Vancouver- Streets Design/ Operations Otto Kauffmann, Jack Durnford
- City of Vancouver- Traffic and Data Management Greg Nowak, Adrian Yau

1:10pm- 1:45pm Overview of Electrical Requirements- OSS

1. Present the circuit

- Understanding limits and presenting the vision.
- Identify critical points for paperwork, documents, plans required in order to move forward.

2. Discuss the different zones, and power usage

Most of the infrastructure would be within the Rogers Arena area.

- **A** Food concessions, exhibitions. *Light power usage* (camera for trucks, nothing too demanding)
- **B** Broadcast compound, energy compound, hydrogen fuel cells for charging cars would be stationed here. *Power is critical.*
- **C** 24cars + teams will be stationed here. Racing support buildings that will be linked to timing, control of the race, etc. *Critical power restriction.*
- **D** Elements of support for garages. More hospitality focused. *Less critical.*
- **E** Same as Zone A. Exhibition, gaming, autographs, etc. *Light power usage.*
- **F** Concorde Community Park. 2 day business conference. Diff structures with screens, lighting, AC, etc. *Power will be quite demanding, will bring in support if need be.*
- **G** *light on power.*
- **H** Exhibitors with heavier equipment like car exhibitions, universities presenting different technologies, etc. *Heavy on power.*

3. Identify any areas of concern

- Power sources for each zone.
- Total power loads exceed current capacity in some zones and we might not have enough infrastructure in the neighborhood to support the heavy loads. The biggest transformer in the area is less than 300 KW. New infrastructure and services would need to come from BC Hydro and not from City Infrastructure.
- Since the events are scattered around, Duminda suggests asking BC Hydro for multiple connections instead of 1 big load centre. Phillip has come across that before and adapted the overlay accordingly. Duminda will work with BC Hydro on communicating this proposal.

4. Discuss the contingency measures for any areas where the required load is problematic

- OSS can bring in Third Party Company to support more power.
- Generators.

5. Identify next steps and process to get extra power if needed
 - Duminda is suggesting to connect to Rick Tran from BC Hydro to initiate the discussion and see if they have the capacity in the neighborhood. They will be able to evaluate and let us know their findings. Load list will be re-evaluated by OSS to see if we can scale back some areas and then it will be presented to BC Hydro.

1:45-2:20pm- Overview of Civil Works Requirements- OSS

1. Present the circuit and discuss the different track material that will be installed
 - Circuit is FIA rated and meant to be built in a city centre so it is much faster. Concrete walls and barriers are built on each side for cars to slide on in case of collision to minimize crowd and driver endangerment. Tecpro which is much faster and cleaner than regular tires, absorbs most of the impact. It is meant to take frontal impact when a car loses control or breaking. The circuit will be built at the areas where intersections wouldn't be affected first. 4 Meters long, 1 meter high and connects with each other by poles for easier installation. Civil works needs to be completed by October as Concord is anticipating an event (Cirque) at their grounds in November. Work includes altering the sidewalks for smoother transitions for the cars for pit stops, etc.
2. High-level civil works – present work to be done / identify areas of concern / identify other stakeholders that would need to be informed.
 - Modify the sidewalk and add asphalt that goes into the parking. No change to Concord parking. Add fencing to allow turning in smoother for cars and raise the parking to eliminate slopes and still protect the drain system in the parking lot. Add back the painting for road signage. **A consultant hired by OSS will create plans for the alterations that they want to keep for at least the near future.** OSS will be hiring a private contractor/third party contractor for all the work and no plans of hand offs between them and city workers. Jack is on board and is seeing that to be the best way to complete this project.
 - City will not want to work on Concord property but will be able to work on city property alterations.
 - OSS wants a more permanent installation for asphalt but City Design is concerned about the sidewalk being asphalt and how wide the crossing would be as it might be a cause of concern for differently abled citizens.
 - Modifying about 14 meters of sidewalk to be taken out. There is a light post by the sidewalk and work would reach up to that point. Bollards, barriers, can be installed to protect it. Concrete barriers to protect pedestrians will be installed as well.
 - Carrall St. will be where the pit entry is and a high speed zone from turn 4 to turn 6. Idea is to flatten it out and have a transition for cars. OSS planning on taking out grass area from the area and take out the metal barriers that separate the cyclists from cars. There are also electrical wires that are on posts that will be placed in conduits underground. OSS planning on installing temporary trees and furniture to make it look appealing in the

meantime. Light posts will be taken out for the event and secured by bolts during the event.

- City is concerned about how busy the bike route in the area is and the greenery that will be affected in the alteration. OSS will be hiring an architect to design and produce a better plan that fits City plans. City Landscape team will be considered and included in the plans. TDM would like to retain the bike facility as much as possible.
- Electrical needs to be installed first if it will be underground. BC Hydro will need to be contacted first and as soon as possible as they need a bit of time to create a design and work on it. It will depend if it is a temporary connection vs permanent connection and they have requirements for the materials they will need to use and that happens near the end of their design process. New conduit and pads are already coming in the area for the Film electrical kiosks.
- Construction will take around 8 days- 2 days of demo, 3 days for prep, 1 pave, 2-3 modify landscape and finish.
- Pit entrance is a modification in the sidewalk and entrance as well and extend for another 8 meters, around 25 meters in total in asphalt. OSS can consider using concrete as suggested by City.
- Concord Community Park, consulting with False Creek residents, a wooden surface will be extended and placed on flat beds to be taken out and brought back right after the event. Fencing will be installed the same as the other areas, asphalt will need to be modified at the sidewalk sides as well to create a smoother transition for cars. Drainage will not be affected by this. Sidewalk will be kept at 12 meters. There is a Bike rack/Mobi bikes rack that will be moved for the (FASE will handle this work order). Light post will not be an issue in this area.
- Waterworks might be an issue and will have to be recalculated to make sure the installments will not overload the catchment across the street.
- Overall, the layout proposed is designed to have the event in and out with as little disruption from park activities.
- When Formula E departs, City suggests setting up concrete barriers on the south side of the park to prevent cars from driving into it and giving back the lane to pedestrian and cyclists. OSS will send designs as well to make sure the concrete barriers looks uniform and in place with the City's looks.
- OSS main area of concerns and modifications have been communicated to the False Creek Residents Association but they will be consulted to make sure everything is good on their end. Other modifications will be submitted to their traffic management and will determine build and derig program that would be appropriate for the event.
- Barriers will be fabricated and stored in Vancouver. It will be stored about 45 minutes away from the circuit.

2:20pm- 2:30pm- Roundtable and Next Steps

- Parks Board will be included and looped in the next meeting with regards to the work in and around the Concord Community Park.

- City will not have any of the crews or equipment mobilized for the Fall installations and OSS will be going to use a private third party company to do installs.
- Timeline: Get plans from OSS as far as actual road specs, landscaping plans and Otto will get consultation from design team. Phillip to send Duminda high-low electrical load count and Duminda to loop in BC Hydro and start the conversation.
- Set up a meeting next month to give update on plans and designs. Set up monthly electrical and civil meetings for the event. Build program will follow after civil works plans are finalized.

Please note that due to size limitations, I have uploaded a variety of maps/ outlines of electrical and civil works provided by OSS to VanDocs, located in the following folder:

13-4800-10/2021-05 Formula E - 2022

There you will find:

1. Electrical outlines:
 - a. Vancouver electrical sections
 - b. Electrical loads per sections
 - c. Power load data
2. Civil Works outlines:
 - a. Track and build plan structure
 - b. Civil Works drawings

Formula E: Civil and Electrical Works

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- OSS
- City of Vancouver- Traffic, Electrical Operations and Design
- City of Vancouver- Streets Design/ Operations
- City of Vancouver- Traffic and Data Management

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1. Present the circuit and discuss the different track material that will be installed
2. High-level civil works – present work to be done / identify areas of concern / identify other stakeholders that would need to be informed.
 - Turn 1 (*OSS_CivilWorks_Turn1_01.pdf*)
 - Pit Lane (*OSS_CivilWorks_Pitlane_01.pdf*)
 - Turn 9-10-11 (*OSS_CivilWorks_Pitlane_01.pdf*)
 - Delayed discussions
 - Concord community park area
 - Other road modifications – race week
3. Timetable
 - Civil Works approval process
 - Track build and Traffic management approval process
 - Circuit Approval

2:20pm-2:30pm- Roundtable and Next Steps

- Monthly Electrical/ Civil meetings?

s.13(1)



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Historical Events and dates- Last week of June	Event Complexity	Probable 2022 Date (Estimate Only)
Rope for Hope- June 27 th	Medium	June 30 th
Westside Community Food Market- June 27 th to September 12 th	Low	June 30 th to July 13 th
#Gastown Thursday Nights- June 27 th to August 29 th	Low	June 30 th to August 31 st
Pista Ng Bayan- June 29 th - Medium Complexity	Medium	June 25 th
Women's Street Market- June 29 th to August 31 st	Medium	June 30 th to August 31 st
Jazz Festival (Roundhouse)- June 29 th and 30 th	High	June 25 th -26 th
Dragonboat Festival- June 21 st to 23 rd	High	June 18 th -19 th
Scotiabank Half Marathon- June 23 rd	High	June 19 th

Historical Events and dates- July 1 st -10 th	Event Complexity	Probable 2022 Date (Estimate Only)
The Arbutus Club Annual Canada Day Fun Run/Walk- July 1 st	Low	July 1 st
Canada Day on Nanaimo- July 1 st	Medium	July 1 st
Canada Day- Army Navy Air Force Veterans of Canada- July 1 st	Medium	July 1 st
Canada Day at Canada Place- July 1 st	High	July 1 st
Canada Day #OnRobson- July 1 st	High	July 1 st
Movie Night on the Plaza- July 3 rd to August 21 st	Medium	Early July to Late August
Greek Summertime- July 4 th -14 th	Low	July 8 th to 18 th
Sunrise Summer Kickoff- July 6 th	Medium	July 3 rd or 10 th
Silk Road Festival- July 6 th and 7 th	Medium	July 8 th -9 th or July 15/16 th
Carnival del Sol- July 6 th and 7 th	Medium	July 8 th -9 th
Khatsalano Street Party- July 6 th	High	July 8 th
Community Caring Day- July 6 th	Medium	July 8 th
Summer Series- July 6 th to 27 th	Low	July 8 th to 29 th
Symphony at Sunset- July 7 th	Medium	July 9 th
Commercial Street Village Car Free/ Zero Waste Day- July 7 th	Medium	July 9 th
Car Free Day Commercial Drive- July 7 th	High	July 9 th

Formula E – updated information for consideration

Staff have met with OSS Group and members of the local tourism community to discuss the Formula E Vancouver Event Application. New information was presented to the City of Vancouver (Friday, Feb 26, 2021) for consideration and review.

NEW INFORMATION (not in original application):

- New Date: only option that Formula E will permit Canada Day Weekend – June 30, July 1-2, 2022
 - *Due to nature of the event being part of a 'series' of stops around the world, the dates of an event in Vancouver must align with the New York event that takes place the second weekend of July (alignment of transporting event infrastructure).*
- NEFC course and event plan is the only viable option – OSS Group are not able to consider alternative sites such as the PNE.
- Willing to consider single year event application – only commit to 1 year to pilot event
 - *Previous proposal asked the City to make a commitment to permitting the event 3 years consecutively*
- OSS Group will work to minimize ancillary event space on public property and have spoken with Rogers Arena to access space that can accommodate the Broadcast Compound in Rogers Arena.
- OSS Group must notify Formula E Operations this week (asap) that the City of Vancouver will work in good faith to obtain a permit to host a Formula E event June 30-July 2, 2022 in North East False Creek. Within 15 days, OSS Group will sign promoter agreement with Formula E Operations and pay a significant non-refundable event rights fee deposit.

Staff appreciate and recognize that major events like the Formula E proposal can be a stimulus to rebuild the significantly impacted tourism and events economy as a result of the COVID19 pandemic. As such a thorough review of City policies and processes for obtaining a major event permit have been reviewed to consider this application, while also applying a lens of opportunities and risks.

OPPORTUNITIES

Formula E races provide a platform or story context for projects on sustainability, waste reduction, technology, social awareness, smart mobility, smart city and innovation. Formula E can contribute to the long term strategical goals of the region and city. The organization of a Formula E race offers opportunities to (further) strengthen the position of Vancouver as an appealing place to live and work.

Formula E is predominantly focused on the millennial generation. This target group, also referred to as generation Y (born between 1980 and 2000). Two thirds of Formula E fans are under 45 years old, and 41% of Formula E fans are female.

Economic and Social Impact Potential

Economic and Social Impact Potential

OSS Group has presented an economic impact summary quoting 40,000-60,000 attendees generating a total of \$83.5M. This is an overall impact that can be potentially achieved after the event is established and has run for 3+ consecutive years.

Conservative estimates in year 1 – assuming that the border opens and travel confidence returns in 2022, would estimate 25,000 attendees for a 3 day event. Still a very much needed boost to the current tourism climate, but it is not expected that an economic impact of \$83.5M will be realized in year 1 of the event.

In addition, other positive values can be expected when hosting a Formula E event:

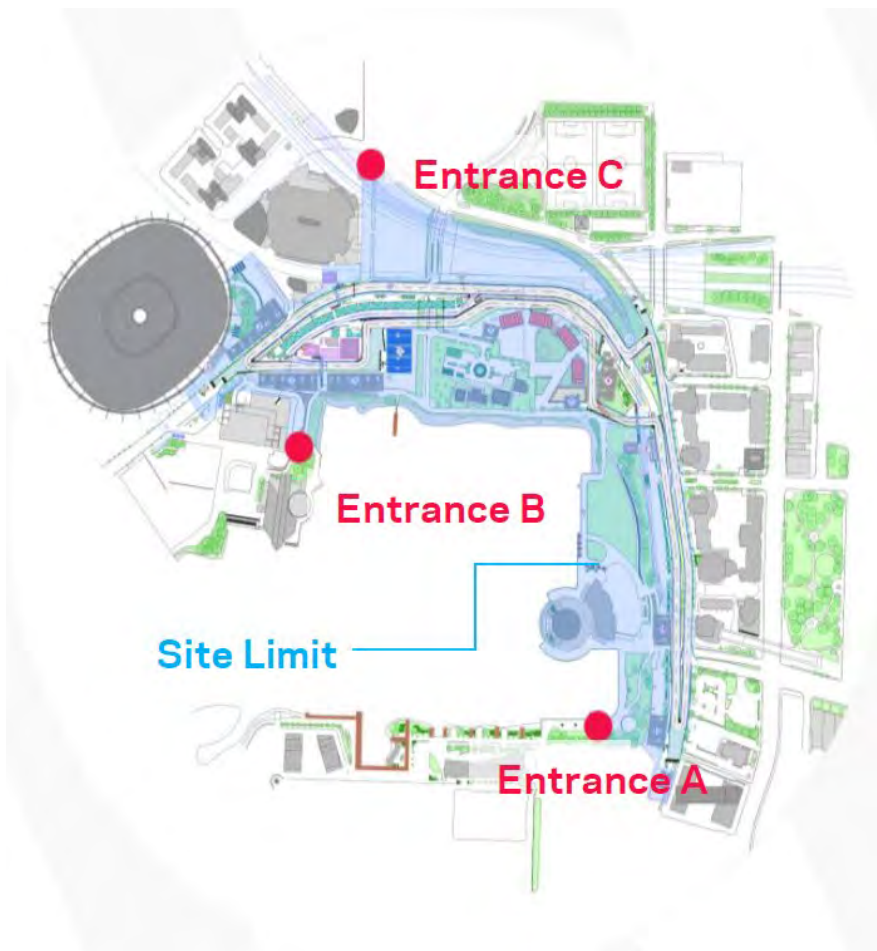
- Potential to strengthen the business climate and reputation of Vancouver post pandemic
- Formula E event can be a platform to invite foreign companies and knowledge and research institutions
- Potential to bring more attention to more sustainable driving behaviour in Vancouver

CURRENT CHALLENGES/CONCERNS WITH EVENT APPLICATION:

- OSS requesting to receive pre-approval of event by City prior to consultation with impacted residents and businesses.
 - *The City has a well-established process in place for issuing event permits; this application requests expedited pre-approval does not meet those sufficient times and sets a precedent with other event right holders who have followed the process. Staff do not have the authority to override the current event permit process or commit the City to an event prior to consultation and approval from all FASE stakeholders (Police, Fire, Park Board, Traffic management, NEFC Planning).*
- The City has concerns about the proposed timeframe of the event (June 30, July 1, July 2, 2022) in relation to pandemic recovery in the city, and conflict with other events (Canada Day) and major transportation projects in the area.
 - *Adding another major event during the Canada Day weekend would require reallocation of scarce resources such as police, traffic control personnel, and City staff time. With recent new information of the event to take place on Canada Day, it is essential that consultation before approval take place to evaluate the capacity to permit two large events in downtown Vancouver, and notify historical permit holders of Canada Day celebrations.*
- The Formula E event plan and race course requires a combination of both private and public spaces to accommodate the event infrastructure - with a significant proportion taking place on Concord Property, including the Concord Community Park. Currently there is direct conflict with the Concord International Dragon Boat Festival taking place June 26, 2022 and the Formula E event build schedule that requires minimum 14 days prior to June 30, 2022. It is unknown if OSS Group has consulted with Dragon Boat BC (event producers), or Concord Pacific on the necessary access and sharing of space to

accommodate both event plans that have significant event infrastructure and staging requirements. With proper consultation and following the City process the stakeholders would have to agree to a collaborative event plan to co-exist.

- Staff have reviewed alternative ways to support the event, including an alternative non-residential area, and suggesting alternative dates, but the location and planning timelines were not supportable by OSS Group.
- NEFC has been in state of planning of many years, and it is anticipated that construction and development of the area will commence 2023. The current Formula E event plan conflicts with future area development, and likely will not be able to provide multi-year permits for this area. It is understood that for a Formula E event should not be a one-off event, but a recurring event for several years. OSS Group has indicated that for their business plan to be successful and realize a return on their investment, they must host the event 3 years consecutively.
- The event plan removes the Concord Community Park and limits access to bikes lanes and seawall to residents for several days in summer (current plan would request min 14 days closure – possible to minimize this impact, but consultation is necessary to achieve confidence on the length of disruption).



RESEARCH

RESEARCH – ARTICLES OF CONCERNS

- 3 previous Formula E Host Cities have opted not to host a second year or continue their relationship with the Formula E race series. (citing financial and residential disruption concerns).
 - **Miami** - <https://www.miaminewtimes.com/news/formula-e-wont-return-to-miami-where-environmentalists-clashed-with-race-7759532>
 - **London – Battersea Park** - <https://www.racingcircuits.info/europe/united-kingdom/battersea-park.html#.YEGSJ2hKiUk>
 - **Montreal** - <https://www.theverge.com/2017/12/19/16792468/formula-e-montreal-race-canceled-mayor-plante>
- If for any unforeseen reason, the event cannot take place and the City does not provide the permit – there is significant RISK of reputation and financial concerns for the City of Vancouver.
- City of Montreal – Mayor – cancelled year 2 of hosting agreement with race organizers and they are now in a lawsuit for damages as a result of cancelling - \$50M.
- <https://montrealgazette.com/news/formula-e-sues-montreal-over-cancelled-races>
- <https://www.cbc.ca/news/canada/montreal/formula-e-denis-coderre-debriefs-1.4228713>
“The mayor admitted businesses near the temporary race track set up around the Maison Radio-Canada suffered. That was especially true for bars and restaurants on Ontario Street, which had to remove their outdoor patios before and during the event and lost customers as a result.”
- <https://www.cbc.ca/news/canada/montreal/formula-e-road-closures-1.4194001>
“I would have preferred some more consultations before the Formula E was confirmed.”
- <https://www.cbc.ca/news/canada/montreal/formula-e-attendance-figures-grossly-inflated-by-freebies-organizer-admits-1.4381808>
- <https://www.cbc.ca/news/canada/montreal/inspector-general-blasts-denis-coderre-over-formula-e-race-for-ignoring-legal-advice-bypassing-rules-1.4680946>

RESEARCH – POSITIVE ARTICLES ON THE POTENTIAL OF FORMULA E:

<https://the-race.com/formula-e/formula-e-in-talks-with-26-venues-for-new-races/>

<https://www.fiaformulae.com/en/discover/sustainability/impact-legacy>

<https://www.juliusbaer.com/it/insights/future-cities/from-riyadh-to-marrakesh-how-formula-es-host-cities-shape-the-future-of-mobility/>

- *“I believe that cities which have decided to host a Formula E race are in a better position to co-create the future of mobility,” says Jerome D’Ambrosio, a Belgian Formula E driver for the Mahindra Team. “These cities are eager to update their technology. They want to embrace a future in which electric vehicles will play a major role. They are actively trying to become greener.”*

<https://www.autosport.com/fe/news/148536/cape-town-declares-intention-to-host-formula-e-race>

- Article demonstrates years of consultation with the City and event organizers to ensure that primary objectives of a suitable circuit layout that will have minimum impact city, require minimum construction work, cause minimum disruption to general public and traffic, and, crucially, leave a lasting legacy.

<https://www.kennisbanksportenbewegen.nl/?file=9906&m=1583327604&action=file.download>

- Example of extensive Dutch study – March 2020 – to host a future Formula E race

THE WAY FORWARD

- Staff do not recommend the City to pre-approve or provide any letter confirming intention to provide event permit for the proposed NEFC site or any alternative site, until the proper consultation and engagement of impacted stakeholders agree upon event plan.
- If alternative locations and dates are possible, staff will continue to work with OSS Group and tourism stakeholders to identify how we can realize a future Formula E event in Vancouver.
- Staff recognize the importance of the events sector to the local economy and will proactively work with tourism and hospitality partners to identify events that are the ‘right fit’ for Vancouver and support our destination profile and economic rebuild, both in the short term and long term.

Formula E – updated information for consideration

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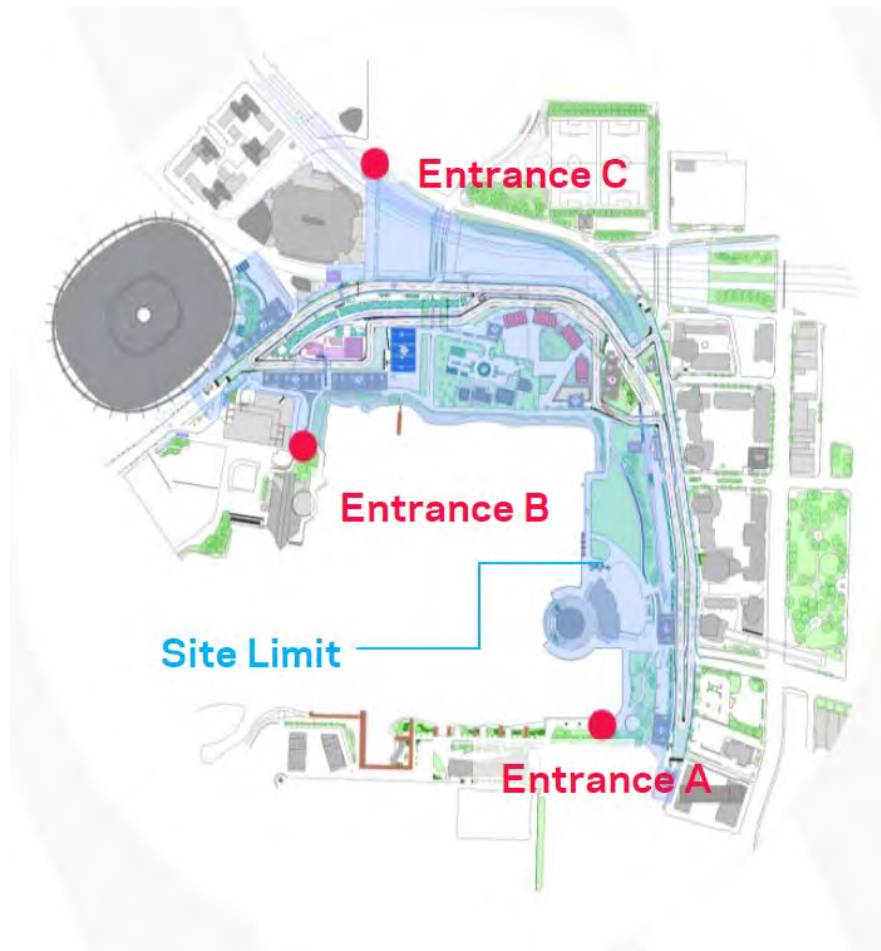
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Staff appreciate and recognize that major events like the Formula E proposal can be a stimulus to rebuild the significantly impacted tourism and events economy as a result of the COVID19 pandemic. As such a thorough review of City policies and processes for obtaining a major event permit have been reviewed to consider this application, while also applying a lens of opportunities and risks.

CONCLUSION:

- Staff do not have the authority to pre-approve or give consent to hosting the Formula E event permit as requested by the applicant.
- With the limited flexibility of the application that must be hosted on Canada Day weekend (June 30, July 1-2, 2022), and the only site location being the NEFC it is not possible to support the application prior to consultation.

- The Formula E event plan and race course requires a combination of both private and public spaces to accommodate the event infrastructure - with a significant proportion taking place on Concord Property, including the Concord Community Park. Currently there is direct conflict with the Concord International Dragon Boat Festival taking place June 26, 2022 and the Formula E event build schedule that requires minimum 14 days prior to June 30, 2022. It is unknown if OSS Group has consulted with Dragon Boat BC (event producers), or Concord Pacific on the necessary access and sharing of space to accommodate both event plans that have significant event infrastructure and staging requirements. With proper consultation and following the City process the stakeholders would have to agree to a collaborative event plan to co-exist.
- The current event plan removes Concord Community Park and limits access to bikes lanes and seawall to residents for several days in summer. Staff do not have the authority to commit to an event without consent from the private land owners who operate Concord Community Park.
- Insight to current event application and potential event impact:



THE WAY FORWARD

- Staff do not recommend the City to pre-approve or provide any letter confirming intention to provide event permit for the proposed NEFC site or any alternative site, until the proper consultation and engagement of impacted stakeholders agree upon event plan.
- If alternative locations and dates are possible, staff will continue to work with OSS Group and tourism stakeholders to identify how we can realize a future Formula E event in Vancouver.
- Staff recognize the importance of the events sector to the local economy and will proactively work with tourism and hospitality partners to identify events that are the 'right fit' for Vancouver and support our destination profile and economic rebuild, both in the short term and long term.

Formula E Meeting Notes

- Waiting on feedback from the city for the comments for the document?
- New wave of drawings to present today
- Isn't any conversation on resolution tracker
 - Comments and responses and need cities feedback
- DES: follow up on that
 - KAITLYN: Streets - no response
 - Will send document to Streets outside of this meeting

Formula E

PACIFIC WEST

- Received feedback: engineers at COV wants to review the drawings
- Each location design submission to show the demolition and movers and any required work before the final configuration
- 746 Pacific BLVD west:
 - 1st is final configuration- going to remove the sidewalk and do grading work
 - Grading to gutter line
 - Before event install will require a patch to transition from pacific to track alignment
 - Post event the patch will be removed to keep the existing catch basin
 - Contractor to find out what's inside the grate
 - Take out if it can be
 - Need to lower it down
 - John Mccarthy - COV
 - Fencing
 - Going to be removed and replaced with a modular system so it can be removed during the event and replaced after the event so people aren't wandering into private property
 - Dina will go over drawing and address the kiosk install?
 - Comments on resolution tracker to help resolve the comments asap
- Because curb and gutter will be removed they are placing low profile barriers
- Replacing a tactile path
- Light pole will be affected- it will be removed and reinstalled at a different elevation (lower)

50 PACIFIC BLVD

- Pit lane
- Existing driveway
- Curb and gutter - removal
 - Removing a few panels to facilitate width of the track
 - Four (sidewalk) panels down from existing locations
 - Won't conflict with existing valve
 - Low profile grade for driveway transition will be removed

- Asphalte will be graded
- Curb and gutter will be reinstated
- Fencing will be removed for event and replaced with modular system
- Simple removal

QUEBEC ST

- A patch to accommodate the race before event
- Reinstall the curb and gutter
 - Replaced with asphalt
 - Within a ten meter part of the track
 - Graded to the top of the curb
 - Pre construction survey to make sure everything goes back to the way it was
 - Smoothing out parking lot
 - Patch will be installed to the top of the curb of the sidewalk to the medium
 - A turn for the racetrack
 - Track is to facilitate that transition
 - To help turn onto Quebec
 - Will be constructed night before event and reconstructed post event
 - Catch basin will remain as is
-
- Geoff: Traffic management closure + event
 - Target dates: month of May but Quebec is right before the event
 - Supplier to do the patch work on the night of the 26th

CAROL ST.

- The grade across carol street will be half percent as requested
- Kosiks going on- considered in the initial drawings of the racetrack

NEXT STEPS:

- Still a lot of questions that need answers
- Will need a weekly meeting to discuss and make sure were on track
- 30 minute meeting on Fridays
- Revisit carol street location on resolution tracker
- Drawings to be submitted tomorrow

s.13(1)



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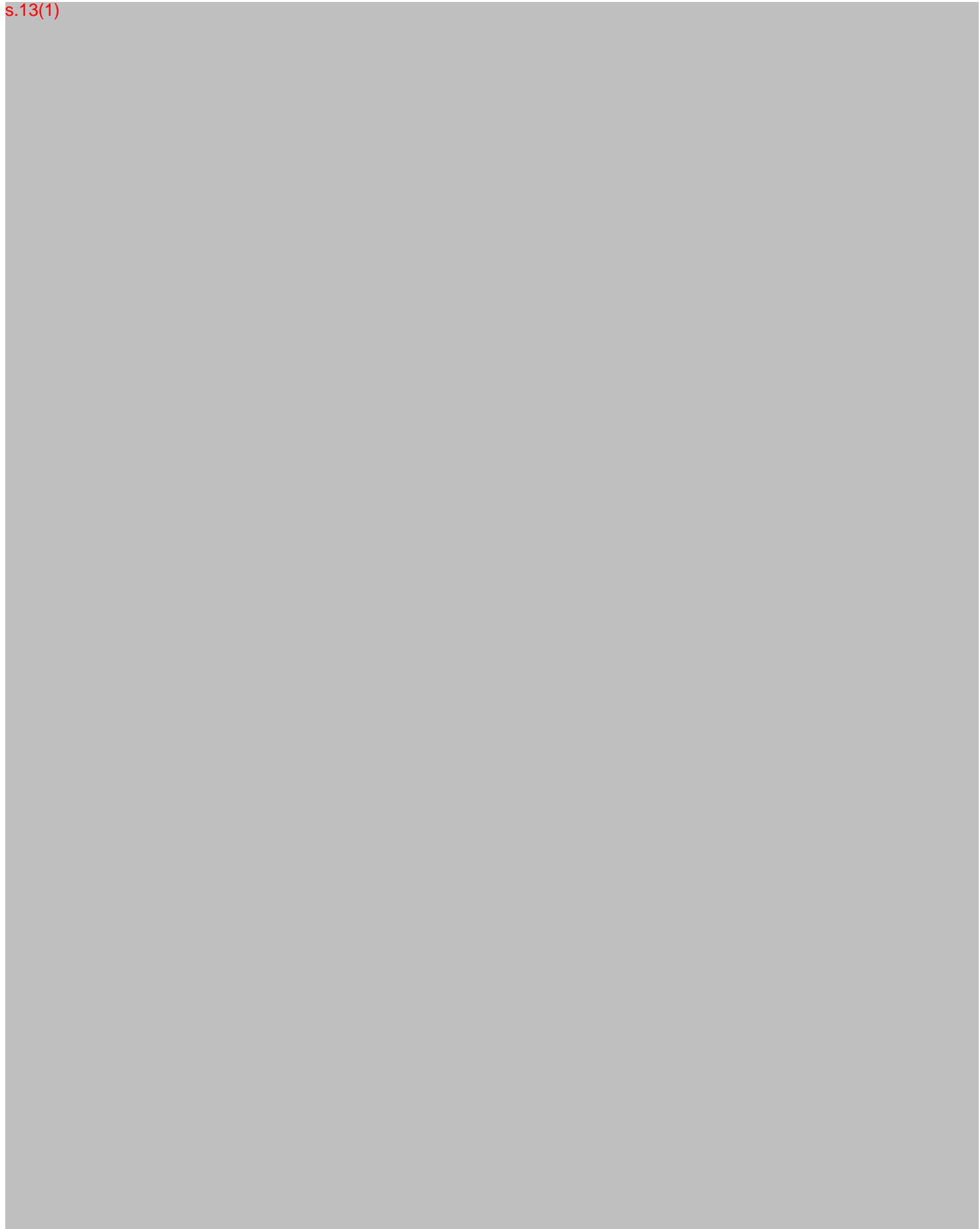
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Pista Ng Bayan- June 29 th - Medium Complexity	Medium	June 25 th
Women's Street Market- June 29 th to August 31 st	Medium	June 30 th to August 31 st
Jazz Festival (Roundhouse)- June 29 th and 30 th	High	June 25 th -26 th
Dragonboat Festival- June 21 st to 23 rd	High	June 18 th -19 th
Scotiabank Half Marathon- June 23 rd	High	June 19 th

Historical Events and dates- July 1 st -10 th	Event Complexity	Probable 2022 Date (Estimate Only)
The Arbutus Club Annual Canada Day Fun Run/Walk- July 1 st	Low	July 1 st (Formula E Overlap)
Canada Day on Nanaimo- July 1 st	Medium	July 1 st (Formula E Overlap)
Canada Day- Army Navy Air Force Veterans of Canada- July 1 st	Medium	July 1 st (Formula E Overlap)
Canada Day at Canada Place- July 1 st	High	July 1 st (Formula E Overlap)
Canada Day #OnRobson- July 1 st	High	July 1 st (Formula E Overlap)
Movie Night on the Plaza- July 3 rd to August 21 st	Medium	Early July to Late August (Formula E Overlap)
Greek Summertime- July 4 th -14 th	Low	July 8 th to 18 th
Sunrise Summer Kickoff- July 6 th	Medium	July 3 rd or 10 th (Formula E Overlap)
Silk Road Festival- July 6 th and 7 th	Medium	July 8 th -9 th or July 15/16 th
Carnaval del Sol- July 6 th and 7 th	Medium	July 8 th -9 th
Khatsalano Street Party- July 6 th	High	July 8 th
Community Caring Day- July 6 th	Medium	July 8 th
Summer Series- July 6 th to 27 th	Low	July 8 th to 29 th
Symphony at Sunset- July 7 th	Medium	July 9 th
Commercial Street Village Car Free/ Zero Waste Day- July 7 th	Medium	July 9 th
Car Free Day Commercial Drive- July 7 th	High	July 9 th









CANADIAN E-FEST

ENERGY

ENVIRONMENT

ELECTRIC

LET'S ACCELERATE CHANGE

The idea is to build a 3-day event (Thursday, Friday, Saturday) that would speak to the community and the world – acting as a catalyst for a **green and sustainable tomorrow.**

July 7-8-9, 2022



2-days to inspire businesses

A business conference putting **technology** and **sustainability** at the forefront to re-energize and re-tool Vancouver's businesses



2 Concerts to build a culture

2 international acts supported by local artistic talents to create a sense of **collectivity** around sustainability



1 Formula E race

1 day of electric racing with the **world's first net zero carbon sport (UNFCC)**, the ABB Formula E FIA World Championship



Key Factors

65 dB(A) average

Sounds level within City regulations (70 dB(A) intermediary and event zone)

Adaptable Circuit

The race circuit's infrastructure is temporary and modifiable year-on-year

Minimal Road Impact

Because of the site layout, roads will be closed for a duration of 48 hours

A Lasting Legacy

INFRASTRUCTURE

Invest in E.V. charging stations

INCLUSIVITY

Social, gender, and racial inclusivity at heart

EDUCATION

Inspiring future community leaders

Financial Responsibilities

City of Vancouver 0
PRO 100

Civil works (road maintenance)
Site build and race track infrastructure
Public Services
Event Costs

Responsibility

Promoter
Promoter
Promoter
Promoter

Economical Impact

\$ 22.5M

Tourism Spending

avg multiple
x2.7

\$ 29.2M

Organizer Spending

includes Prom
ula E, and

\$ 17M

Media Coverage

International Imagery,
social press
City

\$ 68.7M

TOTAL ANNUAL
ECONOMICAL
IMPACT

COMPONENT	DESCRIPTION	COV OWNER	TARGET DELIVERY/ RESOLUTION DATE	STATUS @	COURSE- CORRECTION STEPS
Preliminary planning meetings with City departments	Share OSS plans with impacted Departments and identify key issues	FASE	Summer 2021	Completed	N/A
First security deposit	s.21(1) wire transfer	FASE	Thursday Feb. 17th	Completed	N/A
OSS Financial Statements & Plan	OSS to deliver copy of most recent financial statements and plan to fund the event	FASE	Thursday, Feb. 17th	Partially Completed	Statements missing OSS Director's signature, legal tracking as "non-material" breach" will notify OSS
Insurance Certificate	Proof of insurance on City provided insurance form	FASE	Thursday, Feb. 17th	Waiting for delivery	Legal to draft notice to OSS
Civil Works	Approved consulting Engineers plans for changes to street/sidewalk infrastructure, authorize OSS to begin subcontracting work	FASE/ALL ENG	Mar	Underway	May need additional City' technical staff support and attention, ENG Directors give staff guidance on how to prioritize OSS needs
Community Engagement Plan	Review and accept OSS; detailed plan on how OSS will conduct meaningful engagement and communication with area residents and businesses	FASE	Monday March 28th	Underway	Waiting for OSS to deliver detailed comms plan, links to TMP
Second security deposit	s.21(1) post-dated cheque	FASE	Monday, March 28th	In Finance Vault	Remind Finance to deposit cheque
Public safety and security plan	OSS to present public safety and security plan for VPD/ENG review	FASE	Monday, March 28th	Underway	Should we have VPD on Contract Oversight Committee?
Economic Benefits Consultant Hire	OSS to confirm contract with 3rd party to conduct economic benefits tracking and report on metrics, at a minimum as defined in contract	Sport Hosting?	Monday, March 28th	Underway	Ask Michelle C. to send list of possible contractors to OSS
EV charging legacy commitment	OSS to pay City s.21(1) for EV charging legacy or may provide in-kind if approved by the City, In-Kind proposal required Council approval	Sustainability	Monday March 28th	Underway	May need to increase security deposit if in-kind plan looking like it won't work.
Confirmation of Private Property Agreements	OSS to provide evidence of contracts with Private Property owners (ie Concord, Arenas, etc)	FASE	Monday, March 28th	Underway	Community Park SROW?
Traffic Management Plan	First draft is critically required by Engineering Services, VPD and Board of Parks and Recreation	FASE	Monday, March 28th	Underway	OSS asked to speed and deliver first draft for review by end of Feb
Seawall Management Plan	Seawall: Plan for maintaining public access to seawall, including detour plan if required	FASE/Park Board	Monday, March 28th	Underway	Possible need for Seawall closure and detour. Will need to get Council to remove requirement from Motion?

Community Benefits Agreement	Enter into CBA that meets minimal requirements listed in contract; including procurement and hiring metrics	ACCS	Monday, March 28th	Underway	ACCS to assign staff lead for follow up, connect with OSS, define timelines
Outdoor Concert Licensing	Licensing to approved outdoor concert - Nickleback et al	Licensing	Monday, March 28th	Underway	Licensing has concerns, technically not permissible, however history of outdoor music events on site. Sarah Hicks looking into it.
Creekside Park Plan	Creekside Park Site Program: Details of event program/activities	Park Board	Monday, March 28th	Underway	PB staff engaging with OSS to ensure acceptable plan is in place prior to issuing of permit
PB Agreement	Formal agreement between Park Board and OSS.	Park Board	Monday, March 28th	Pending	PB Meeting Feb 28th
Revised Cost Estimate Provided to OSS	FASE to provide OSS with updated cost estimate based on available data and status of EV Legacy and Local Music planning	FASE/VPD	~April 15th	Pending	Requires TMP and Public Safety Plan for more detailed estimating.
Additional Deposit	If revised estimate is greater than security deposit at the time, request appropriate increase in deposit amount	FASE	~April 15th	Pending	Unlock funds held for EV Legacy and local music s.21(1) if plans for both are acceptable
Issue FASE Permit	Issue of official "Special Event Permit" once all above deliverables are confirmed to have been satisfactorily met	FASE	~April 15th	Pending	Could hold off on issuing permit if any of above are material breaches of contract
Park Stakeholder Engagement	Report out on stakeholder engagement discussions with Dragon Boat Festival Society, Science World	Park Board	Ongoing	Underway	Regular meetings between OSS and Dragon Boat have begun
MST Engagement	MST engagement results: Report out on engagement discussions with MST	ACCS/Parks?	Ongoing	Unknown	ACCS to assign staff lead for follow up
Local Artist & Performer Contracts	OSS to provide proof of contracts spending no less than s.21(1) on local artists and performers	ACCS	June, 1	Unknown	Connecting OSS with ACCS to discuss planning. Final verification may need to wait to after event
At-risk youth program	Council motion included requirement to create program for at-risk youth to access/participate in the event	ACCS	June, 1	Unknown	ACCS to assign staff lead for follow up,
City 20x20 booth programing	City has access to 20x20 "booth" at conference event, need to determine how to best program that space	Van Plan? VEC? Sustainability?	June, 1	Unknown	Interest from VEC to program if space is available

Historical Events and dates- Last week of June	Event Complexity	Probable 2022 Date (Estimate Only)
Rope for Hope- June 27 th	Medium	June 30 th
Westside Community Food Market- June 27 th to September 12 th	Low	June 30 th to July 13 th
#Gastown Thursday Nights- June 27 th to August 29 th	Low	June 30 th to August 31 st
Pista Ng Bayan- June 29 th - Medium Complexity	Medium	June 25 th
Women's Street Market- June 29 th to August 31 st	Medium	June 30 th to August 31 st
Jazz Festival (Roundhouse)- June 29 th and 30 th	High	June 25 th -26 th
Dragonboat Festival- June 21 st to 23 rd	High	June 18 th -19 th
Scotiabank Half Marathon- June 23 rd	High	June 19 th

Historical Events and dates- July 1 st -10 th	Event Complexity	Probable 2022 Date (Estimate Only)
The Arbutus Club Annual Canada Day Fun Run/Walk- July 1 st	Low	July 1 st
Canada Day on Nanaimo- July 1 st	Medium	July 1 st
Canada Day- Army Navy Air Force Veterans of Canada- July 1 st	Medium	July 1 st
Canada Day at Canada Place- July 1 st	High	July 1 st
Canada Day #OnRobson- July 1 st	High	July 1 st
Movie Night on the Plaza- July 3 rd to August 21 st	Medium	Early July to Late August
Greek Summertime- July 4 th -14 th	Low	July 8 th to 18 th
Sunrise Summer Kickoff- July 6 th	Medium	July 3 rd or 10 th
Silk Road Festival- July 6 th and 7 th	Medium	July 8 th -9 th or July 15/16 th
Carnaval del Sol- July 6 th and 7 th	Medium	July 8 th -9 th
Khatsalano Street Party- July 6 th	High	July 8 th
Community Caring Day- July 6 th	Medium	July 8 th
Summer Series- July 6 th to 27 th	Low	July 8 th to 29 th
Symphony at Sunset- July 7 th	Medium	July 9 th
Commercial Street Village Car Free/ Zero Waste Day- July 7 th	Medium	July 9 th
Car Free Day Commercial Drive- July 7 th	High	July 9 th

Rope for Hope
 Westside Community Food Market
 Gastown Thursday Nights
 Pista Ng Bayan
 Women's Street Market
 Jazz Festival
 Dragonboat Festival
 Scotiabank Half Marathon

The Arbutus Club Annual Canada Day
 Canada Day on Nanaimo
 Canada Day- Army Navy Air Force Veterans of Canada

Canada Day at Canada Place
Canada Day on Robson
Movie Night on the Plaza
Greek Summersets
Sunrise Summer Kickoff
Silk Road Festival
Carnaval del Sol
Khatsalano Street Party
Community Caring Day
Summer Series
Symphony at Sunset
Car Free Day Commercial Drive

Status of deliverables and other submittals related to FormulaE permitting:

- TMP
 - Primary TMP for main event site/track – submitted, comments return and changes needed – no final approval until changes are complete and resubmitted to City
 - TMP for barrier installation by contractors – submitted and deemed sub-par, major changes needed – not approved
 - TMP(s) for civil works – requested by City, not submitted, not approved
 - TMP modifications seawall management and bike detour – requested by City, not submitted, not approved
- Licensing
 - Run of show requested (schedule, sub events); requested by City, not received
 - Structures – stamped drawings requested; not received
 - Licensing can not issue permits without review of the above
- Community Engagement Plan
 - NEFC plan – draft received, comments returned, not clear on how residents will learn of upcoming townhalls, etc?
 - Not provided plan for communication to broader audience outside of NEFC area such as vehicle and bicycle commuters, transit users, other visitor to the downtown core and seawall users. (i.e. mass market mail out, media, social broadcast, etc),
- Public Safety Plan
 - First draft received, comments returned, not approved at this time
 - Issue resolution necessary regarding BCEHS availability
 - Additional details on safety plan for Nickleback concert
 - VFRS need more details for deployment to buildings with restricted access
- Civil Works
 - Complete and approvable engineered drawing not received. 90% drawings in circulation for comment; **Caution:** the difference between a 90% drawing and a 100% completed and approved drawing can be significant and time consuming.
 - Plan's missing details on post-event restoration, repair, maintenance of street and sidewalk modification.

Community Benefits Agreement

- CBA Agreement – City has returned CBA agreement, accepting some but not all changes requested by OSS
- Conceptual ideas submitted for MST, at-risk youth, DTES; but lacking in detail or evidence of meaningful progress, agreements, or contracts to date.
- No confirmation of contractual engagement of local artists or performers
- No evidence of contracting of 3rd party monitor/reporter. OSS's request to strike 3rd party monitoring from the CBA is concerning to the City as this is a term previously agreed to in the Host City Agreement.

Private Property Contracts

- Concord - No contracts received for primary site
- Concord Community Park. OSS submission for permanent changes not approved, City waiting for OSS to resubmit plans that include full restoration to as-is condition.
- Canoe Culture proof of agreement to relocate requested by City, not received
- BC Place – No evidence of agreement in place
- Science World – No evidence of agreement in place

Insurance

- No proof of \$20Million insurance provided from OSS
- Proof of \$5Million insurance required for all contractors & vendors operating on City property

EV Legacy Plan

- ABB requested to be removed from any proposals related to OSS's contractual obligation
- No other in-kind or other EV legacy plan in-lieu of s.21(1) obligation submitted by OSS
- City will secure s.21(1) for Sustainability Fund and conduct work on behalf of OSS.

Economic Benefits Reporter

- No evidence provided to confirm contractual engagement of economic benefits monitor/reporter

**CITY OF VANCOUVER
FORMULA E HOST CITY AGREEMENT**

THIS AGREEMENT dated for reference the 26th day of January, 2022.

BETWEEN:

CITY OF VANCOUVER, a municipal corporation with offices at
453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

(the "**City**")

AND:

**ONE STOP STRATEGY GROUP INC. /
GROUPE DE STRATÉGIE ONE STOP INC.**, a company
extra-provincially registered under the laws of the Province of
British Columbia (Registration No. A0115095) with offices at
Suite 210 - 2307 René-Lévesque Boulevard West
Montreal, Quebec, H3H 1R7

(the "**Organizer**")

WHEREAS:

A. The City is:

- i) the owner of all public sidewalks, streets and roads within the boundaries of the City of Vancouver (hereinafter collectively called "**City Streets**");
- ii) the owner of or has control of certain real property including the improvements situated thereon within the boundaries of the City of Vancouver (hereinafter collectively called "**City Buildings**");

B. The City's Council resolved on April 28, 2021 as follows:

"A. THAT Council direct staff to work with One Stop Strategy (OSS Group) to enable the Canadian Round Formula E event (the "**Event**") that is anticipated to include a two-day conference, music and cultural events and one day electric vehicle race in July 2022, with consideration given to a three-year term, costs to be borne by the organizer, and all City service costs to be recoverable from the organizer.

B. THAT execution of the event should minimize impact on community, road and park usage, include dialogue with False Creek residents to address neighbourhood considerations, and ensure public access to the seawall is maintained throughout the event.

C. THAT staff report back with a post-event summary including community and economic benefits and impacts, to help inform hosting of the event in future years.

D. THAT the Host City Agreement include a community legacy commitment of public electric vehicle charging stations where most needed in the City, and event

access/participation for at-risk youth in support of the City's climate and sustainability and social equity goals

E. THAT Council direct staff to consider, examine and report back to Council with possibilities for a Community Benefits Agreement with the proponent(s), similar to Agreements with Parq Casino and Resort and Agreements during the 2010 Olympics Games, to provide employment and if possible training opportunities to the DTES and adjacent inner-city community to provide opportunities to vulnerable and marginalized people."

- C. For the purpose of hosting the Event, the Organizer wishes to occupy, possess and/or use certain City Streets and related infrastructure (hereinafter collectively called "**City Property**") and the City wishes to accommodate the Organizer's request; and
- D. The City and the Organizer wish to enter into an Agreement with each other setting out the terms and conditions of the Organizer's occupation, possession and/or use of City Property (but expressly excluding, for further certainty, any City Property designated as permanent public park under Section 488 of the Vancouver Charter), as well as the Organizer's promises for the delivery of its community consultation and community legacy benefits.

NOW THIS INDENTURE WITNESSETH that in consideration of the fees, covenants and Agreements hereinafter reserved and contained on the part of the Organizer to be paid, observed and performed, the City hereby grants to the Organizer permission to occupy, possess and/or use certain City Property upon the following terms and conditions:

1. Grant

Subject always to the terms and conditions of this Agreement, any Special Event Activity Permit (the "**Permit**") required by the City's Film and Special Event Office ("**FASE**"), and such other terms and conditions as FASE may advise the Organizer of at any time and from time to time, the City hereby grants to the Organizer and its directors, officers, employees, material suppliers, agents, contractors, subcontractors and invitees (the "**Organizer's Personnel**") the right to occupy, possess and/or use that specific City Property described in the Permit issued for the Event (the "**License Area**") during those dates and times specified on the Permit, or such other dates agreed to by FASE for the specific purpose of hosting the Event (the "**Event Dates**").

2. Permits and Fees

Upon execution of this Agreement by the Organizer, the Organizer will deliver the Performance Security (as defined and in accordance with Section 3 below) together with a signed copy of this Agreement.

At least 5 days prior to commencement of the Event Dates, the Organizer hereby agrees to:

- (a) obtain from all adjacent third party private property owners the necessary licence or lease of the areas owned by them ("Private Property Licences") as shown on the Organizer's initial concept plans provided to the City as being required to facilitate the Event and provide full, accurate executed copies of same to the City

along with the Organizer's irrevocable consent to verify the contents of each Private Property Licence with each applicable third party;

- (b) obtain a Permit from FASE for the Event; and
- (c) deliver to FASE such additional fees as may be payable for the Permit and the permission from the City for the occupation, possession and/or use of the License Area and the carrying out of the Event by in the amounts required by FASE and typically required by FASE for permits similar to the Permit. However the Performance Security required under Section 3 below will be all that is required with respect to letters of credit, certified cheques, or money orders under the Permit.

The Organizer acknowledges and agrees that the City will not execute and complete this Agreement nor process (or continue to process) the Organizer's Permit application unless the Organizer is in full compliance with the Performance Security requirements of Section 3 below at all times.

3. Letter of Credit or Deposit ("Performance Security")

- (a) The Organizer must either pay a deposit or deliver a letter of credit to the City as security for its obligations under this Agreement. If the Organizer elects to deliver a letter of credit ("**Letter of Credit**") it must be an irrevocable standby letter of credit that complies in all respects with the City's requirements as set out in the City's Corporate Policy, Policy Number AF-002-02 approved on June 24, 2016, as may be amended or replaced from time to time, and in all other respects, complies with any other terms and conditions stated elsewhere in this Agreement to be applicable and is in form and substance acceptable to the City Solicitor. If the Organizer elects to provide a Letter of Credit, the same must be delivered to the City concurrently with the Organizer's execution of this Agreement.
- (b) Subject to paragraph (c) below, if the Organizer elects to pay a deposit (the "**Deposit**") rather than provide a Letter of Credit, such amount must be paid to the City in Canadian dollars by certified cheque or by wire transfer in accordance with the City's banking instructions within ^{s.21(1)} days of the Organizer's execution of this Agreement. In the case of a certified cheque, such cheque must be drawn on an account in the name of the Organizer with a major Canadian chartered bank and certified by that bank. No interest will be payable by the City to the Organizer on the Deposit.
- (c) Despite paragraph (b) above, if the Organizer elects to provide a Deposit rather than a Letter of Credit and provides its financial statements ("Financial Statements") as well as its financial plan to fund the Deposit, the City will allow the Organizer to pay the Deposit by way of
 1. ^{s.21(1)} by wire transfer in accordance with paragraph (b),
 2. ^{s.21(1)} by way of a post-dated cheque drawn on an account in the name of the Organizer with a major Canadian chartered bank made payable to the City of Vancouver post-dated to ^{s.21(1)} days prior to the Event,

with both the Financial Statements and s.21(1) post-dated cheque being delivered concurrently with the Organizer's execution of this Agreement. For the purposes of this Agreement, "Financial Statements" means the Organizer's complete most current (no less current than most recent completed fiscal year) financial statements, including balance sheet, statement of income and expenses (profit/loss), changes in financial position, and all notes and assumptions to financial statements, all as prepared by a Chartered Professional Accountant and either (i) audited by a Chartered Professional Accountant along with the attestation of that auditor, or (ii) certified correct by a director of the Organizer and accompanied by the Corporate Income Tax Returns of the Organizer for the prior 2 years showing alignment of the account balances in the financial statements with the account balances reported to Canada Revenue Agency in the Corporate Income Tax Returns. For further certainty, and without limiting the general scope of the default and termination provisions set out in Section 9(e) [Termination], and despite any other term of this Agreement, the failure of the Organizer to wire transfer the s.21(1) in strict accordance with the terms of Section 3(b) above will result in the automatic termination of this Agreement without written notice by the City to the Organizer, although the City may but is not obligated to provide its written notice of such event for further certainty and as a formality.

The City will retain the Deposit or Letter of Credit as security (the "**Performance Security**") for payment by the Organizer of all of its obligations to the City under this Agreement.

The City will be entitled to draw down on the Letter of Credit or Deposit at any time and from time to time so as to reimburse the City for any and all costs to which it is entitled to be reimbursed by the Organizer under this Agreement.

Whenever the Letter of Credit is within s.21(1) days of expiry, the Organizer will provide a replacement Letter of Credit of the same amount at least s.21(1) days in advance of such expiry.

To the extent that there is any balance remaining on the Letter of Credit or Deposit after the Event has been held and the City has had s.21(1) days to track and record its costs and confirm all amounts due to the Organizer have been paid in full (either by direct payment or draw down on the Letter of Credit or Deposit) the City will return the Letter of Credit or, in the case of a Deposit, the remaining balance of the Deposit (without interest) to the Organizer within 180 days of the completion of the Event.

In the event of a termination of this Agreement due to the default of the Organizer, the portion of the Performance Security which secures the EV Legacy Payment and Local Artist Payment (both as defined below) is non-refundable and the City will not be obligated to return any portion of the Performance Security which secures the EV Legacy Payment, Local Artist Payment, as well as all Services Costs incurred up to the date of such termination, all of which will continue to be secured by the Performance Security despite such termination.

4. Event to Guarantee No Cost to the City

The Organizer hereby agrees to pay upon demand all costs (collectively, the "**Services Costs**") incurred by the City in connection with the Organizer's occupation, possession and/or use of City Property and/or the Organizer's Personnel including but not limited to costs for additional City personnel, including without limitation and by way of example only:

- (a) all incremental out-of-pocket costs which but for the Event would not have been incurred or consumed by the City;
- (b) all internal staff resources costs such as any City Engineering Services and Vancouver Police Department costs associated with permits, the installation of temporary no stopping signs, equipment, traffic control, security, and any other services provided by the City in connection with the Event; and
- (c) all such specific Services Costs examples as further described in Section 5 [Restrictions].

The Performance Security amount will not be construed as a limit on the Services Costs payable by the Organizer and the Organizer acknowledges that it is responsible for payment of all Services Costs regardless of whether the Services Costs are higher than the initial Performance Security amount.

The City may draw down on the Performance Security towards payment of the Services Costs and if, after paying such Services Costs as aforesaid:

- (a) any balance remains on the Performance Security remains after the Event, the Letter of Credit or remaining balance of the Deposit will be forwarded to the Organizer with a breakdown of the actual Services Costs drawn down on the Performance Security; and
- (b) there remains an amount owing by the Organizer in respect of actual Services Costs, after complete drawn down on the Performance Security, the City will deliver an invoice to the Organizer along with a breakdown of actual Services Costs and the Organizer will pay to the City such amount within FOI days of the date of the invoice.

The Organizer acknowledges and agrees that the initial Performance Security amount described in this Section 4 is a minimum security amount for the obligations of the Organizer to the City under this Agreement.

Where after further work with the Organizer on the Organizer's application for the Permit and final planning work, FASE determines that the Services Costs will likely exceed the initial Performance Security amount, then FASE may by written notice to the Organizer, require an additional or increased Letter of Credit or an increased Deposit, whereupon the Organizer will deliver same within FOI calendar days of such notice. For certainty, where the Organizer has elected to deliver the Performance Security pursuant to Section 3(c), the increase will be payable immediately on demand to the City by certified cheque or wire transfer (as opposed to an additional post-dated cheque or Letter of Credit).

5. Restrictions

The Organizer agrees that:

- (a) the Organizer will not use any City Property other than the specific License Area described in the Permit issued for the Event without the prior written consent of the City;

- (b) the use of the License Area will be governed by the terms and conditions of this Agreement and the Permit issued for the Event;
- (c) the Organizer will have the non-exclusive right to use the License Area according to the dates and times specified in the Permit, which will include set-up and take-down times and dates;
- (d) the Organizer will provide space ("**City Space**") within the License Area for the exclusive use by the City for community engagement initiatives and fundraising, including the right to set up and staff tents, tables, structures, displays, A/V equipment and other materials as necessary for the City to engage with Event participants on Event Dates. The City Space will have a footprint of no less than 20' x 20' and be in a location having comparable frontage, visibility, and accessibility as that of the Organizer's sponsors;
- (e) the Organizer will only use the License Area during the dates and times specified in the Permit for the purpose of preparing for, holding and clean-up after the Event but for no other purpose whatsoever;
- (f) the Organizer will comply, at its own expense, with all municipal, provincial and federal laws, bylaws, regulations and requirements pertaining to or relating to the Event or the use of the License Area by the Organizer and the Organizer's Personnel, including without limitation, all laws, bylaws, regulations and requirements relating to health, fire and safety;
- (g) the Organizer will obtain all required permits, licences and approvals required to hold the Event from all applicable federal, provincial and municipal authorities, including but not limited to all permits, licences and approvals required by the City and all permits, licences and approvals required by Vancouver Coastal Health with respect to food, food vending and health aspects of the Event;
- (h) the Organizer will not commit or permit any nuisance on the License Area or any manner of use which causes or is likely to cause unreasonable annoyance or disturbance to the general public or abutting land owners or their tenants, licensees or occupants;
- (i) the Organizer will not release or permit to be released any contaminants onto the License Area, and "contaminants" means any deleterious, dangerous, hazardous, corrosive or toxic substances, pollutants, goods or waste the manufacture, storage, handling, treatment, generation, use, transport, release, disposal or discharge into the environment of which any environmental laws control, regulate, licence or prohibit or which are or may be deleterious, dangerous or hazardous to human, animal or plant health or life or the environment;
- (j) the Organizer will not suffer, cause or permit any unlawful events or events which endanger public safety on or around the License Area;
- (k) the Organizer will not commit or permit any damage, waste or injury to the City Property and the Organizer will repair or rectify any damage, waste or injury, to the satisfaction of the City's General Manager of Engineering (the "**City Engineer**"), or will reimburse the City for the cost of repairing, all damage, waste or injury to

the License Area caused or contributed to by the Organizer or the Organizer's Personnel, plus **s.21(1)** of all such costs for the City's administration costs;

- (l) the Organizer will provide uninterrupted and unrestricted access to the License Area by fire, police, medical, ambulance and City personnel throughout the duration of the Event;
- (m) the Organizer will provide first aid facilities and will establish safety, first aid and emergency response procedures that would be provided or established by prudent organizers of similar public events;
- (n) the Organizer will pay all costs incurred by, or on behalf of the City to accommodate the Event on the License Area, including, but not limited to, the costs of barricades, delineators, signs, pavement markings, traffic diversions, portable flashers, electrical services, advertisements advising the public of the Event and any other measures that the City Engineer deems necessary and in the interest of the public. The City will invoice the Organizer and the Organizer will pay such invoices within **s.21(1)** days of receipt of same on the basis of all labour costs calculated to include all statutory costs (such as WorkSafeBC, CPP, EI,) as well as employment benefits (such as pension, medical, dental, vacation) and all materials costs (at the amounts paid by the City for same) plus an amount on account of the City's overhead and administrative costs equal to **s.21(1)** on the foregoing labour and materials payments. In the event that the City uses third party contractors for any of its requirements, the direct out-of-pocket costs of same plus an administrative fee of **s.21(1)** will be payable by the Organizer on same;
- (o) the Organizer will contract with the regular full time members of the Vancouver Police Board via the City ("VPD") (Constables, Sergeants, and Staff Sergeants) for traffic control support, when police are required to staff positions as per an approved Traffic Management Plan and when Police are required for operational and public safety support. Police service and support will be charged at the most current hourly rates published by the VPD. For further certainty, the Organizer acknowledges and agrees that it will not have access to non-regular members, commonly known as TA's (Traffic Authority) staff for this purpose;
- (p) the Organizer will at all times comply with a traffic management plan for the Event which has been approved by the City;
- (q) the Organizer will not set up or place any kiosks, temporary utilities or services (including adequate public washroom facilities), temporary structures, fences, barricades, barriers or other equipment or structures (collectively, the "Event Equipment") on the License Area unless and until the specifics and locations of such Event Equipment have been approved by the City;
- (r) the Organizer will not commence set up for the Event or place any Event Equipment on the License Area prior to the commencement of the Event Dates. The Organizer will complete the removal of all Event Equipment from the License Area and will finish clean-up of the Event to the satisfaction of the City Engineer no later than the end of the Event Dates as indicated on the Permit. If the Organizer does not remove all of the Event Equipment, vehicles, banners, advertisements, litter or debris from the License Area to the satisfaction of the City Engineer by the


time limited herein, the City may, but will not be required to do so, remove such Event Equipment, vehicles, banners, advertisements, litter or debris and the Organizer will promptly pay to the City the cost of such removal s.21(1) of all such costs for the City's administration costs;

- (s) the Organizer may licence vendors to sell food, beverages, or other merchandise during the Event pursuant to the Permit and the Organizer will ensure that every such vendor will:
 - i) have and display copies of all required health permits and other permits required by the City or any other applicable authority to operate; and
 - ii) provide evidence of the insurance required pursuant to Schedule A attached hereto;
- (t) the Organizer will be responsible for ensuring that the License Area is appropriate for the Event and that the Event is carried out in a safe, well controlled manner;
- (u) the Organizer will comply at all times with the insurance requirements for the Event as set out in the attached Schedule A to this Agreement. The Organizer will deliver to FASE a certificate of insurance (on the form provided by the City) evidencing the insurance coverage required by the City within s.21(1) days of executing and delivering this Agreement to the City;
- (v) the Organizer will be the "prime contractor" (as defined in the Workers Compensation Act) for the License Area for the duration of the Event and will carry out all obligations of the "prime contractor" except that the Organizer may, with the City's approval, designate another party to be the "prime contractor" but only after such third party and the City have entered into an Agreement designating such other third party as the "prime contractor";
- (w) the Organizer will advertise details of the Event, including the Event Dates, times, route, street and traffic impacts and closures, and public transit impacts for the Event for the benefit of the public in a manner satisfactory to the City. The Organizer will deliver the ad copy to FASE prior to publication;
- (x) the Organizer will work with FASE and TransLink and Coast Mountain Bus Company to ensure that transit services are minimally affected by the Event;
- (y) the Organizer will notify FASE of any amplified noise related to the Event and will cooperate with the City to mitigate and reduce the impact of such noise on local residents and the general public. Notwithstanding any other provision of this Agreement, the Organizer will comply at all times with the requirements of the City of Vancouver Noise Control By-Law;
- (z) the Organizer hereby releases the City and the Vancouver Police Board and their respective officers, commissioners, elected or appointed officials, employees and agents (collectively, the "City Personnel") from and agrees to indemnify and save harmless the City, the Vancouver Police Board and the City Personnel from and against all costs, losses, damages, compensation, claims, demands, actions, judgments and expenses (including those for injury to persons, including death,

loss of use of property, or damage to property including property belonging to the City) resulting from, or that would not or could not have occurred "but for" the occupation, possession or use of the License Area and activities conducted on the License Area by the Organizer or the Organizer's Personnel. Notwithstanding anything to the contrary, the release and indemnity contained in this paragraph will survive the expiry or termination of the license granted by this Agreement;

- (aa) the Organizer covenants and agrees that the City has:
 - i) made no representation or warranties as to the fitness for any particular use, safety, condition or state of repair of the License Area and the Organizer has inspected the License Area and hereby accepts the License Area "as is"; and
 - ii) no obligation concerning construction, fitting, finishing or furnishing of the License Area for use by the Organizer other than as specifically set forth in this Agreement;
- (bb) the license granted in this Agreement will not be construed as creating any interest in the License Area whatsoever;
- (cc) approval to hold the Event is based on the information provided to the City by the Organizer. The Organizer will immediately advise FASE of any changes which may affect the use of License Area or City resources;
- (dd) if the City requires the License Area for any Public Interest Purpose, the City may temporarily interrupt, or if the City deems necessary, cancel the license granted in this Agreement by the delivery to the Organizer of reasonable written notice, except in the case of a real or apprehended emergency, when no notice will be necessary. For the purpose of this Agreement, a "Public Interest Purpose" is one where the City Engineer or the VPD, acting in the public interest and in good faith, determine that access to the License Area is required in order to preserve or protect public safety or the public interest. In this regard, the City will, following the execution of this Agreement, work cooperatively with the Organizer to incorporate into the Public Safety Plan the protocols and procedures whereby the City's access rights can be exercised without unduly prejudicing the Organizer's rights under this Agreement;
- (ee) the Organizer will not assign, sublicense or otherwise part with any or all of the rights granted under this Agreement without the prior written consent of the City;
- (ff) nothing contained in this Agreement will be construed as a limitation on the powers of the City as a municipal corporation; and
- (gg) The City may terminate the license granted herein if the Organizer fails to comply with any of the foregoing terms and conditions.

6. Community Benefits Agreement

No later than  days prior to the start of the Event Dates, the Organizer must enter into a Community Benefits Agreement ("CBA") which agreement must be substantially compliant with the City's Community Benefits Agreement Policy (the "CBA Policy") and be on such other terms

and conditions satisfactory to the General Manager of Arts, Culture and Community Services and the Director of Legal Services. By way of example only, and without limiting the scope of the above obligations, the CBA will require the Organizer and its partners to, at the Organizer's sole cost and expense:

- Participate in a First Source Hiring program, in consultation and partnership with community stakeholder groups and the City, making new entry level jobs available to equity seeking community members in Vancouver first and striving for an overall target of **s21(1)** of labour (Including that for contractors, subcontractors and other possible vendors) sourced from adjacent low-income communities and equity seeking groups across the city; including women in trades, Indigenous people, racialized communities, and others facing barriers to opportunity due to discrimination, exclusion and stigmatization;
- Demonstrate Best Efforts to procure a minimum of **s21(1)** of material goods and services from third party certified social impact and/or equity seeking businesses and social enterprises, across the entire lifecycle of the development site, prioritizing Vancouver-based ventures but extending through supply chains regionally and outside the Province and the Country where and when required. This Includes, where applicable, post-Event and ongoing service needs;
- Demonstrate Best Efforts to attain **s21(1)** procurement of materials, goods and services from Vancouver companies or companies located in Metro Vancouver or British Columbia. These may or may not also be equity seeking 3rd party certified businesses as defined in the CBA Policy;
- Retain the services of an independent third party to the satisfaction of the City in order to assist in monitoring and reporting on the progress towards reaching these goals on an agreed upon timeline with the City of Vancouver during and upon completion of the Event and its various phases. This may include, where applicable and where possible, post-Event and ongoing service needs; and;
- Participate in a Project Specific Implementation and Monitoring Working Group with City staff, industry and training and skill development bodies, employment services organizations, and community representatives with knowledge of social procurement, social hiring, and community economic development.

Note to Organizer: The above obligations are a minimum set of obligations with respect to the CBA Policy and does not preclude the Organizer from entering into any additional agreements with communities including ones geographically located nearby the Licence Area or with First Nations.

7. Economic Impact Reporting

- (a) The parties agree to the general principle that research and data relating to the Event that demonstrates the number of persons visiting the City of Vancouver for the primary purpose of attending the Event ("**Inbound Visitation Numbers**") as well as the other information noted in paragraph (d) below ("**Other Event Impact Information**") are important factors in assessing the economic and tourism impact of the Event.

- (b) Accordingly, the Organizer will at least ~~60~~ days prior to the start of the Event Dates, contract with an independent third party consultant ("**Event Impact Reporter**") to be approved by the City, acting reasonably so as to ensure the contractual terms include the City as a third party beneficiary (but without any liability for payment or other obligations) to the contract and so as to ensure the Event Impact Reporter is arms' length from both the Organizer and the City and to ensure that such contract requires the Event Impact Reporter to undertake (at the Organizer's sole cost and expense) research relating to Inbound Visitation Numbers (as defined below) and Other Event Impact Information (as defined below) and obtain such data as the parties consider to be reasonably necessary to calculate Inbound Visitation Numbers and collect and report on Other Event Impact Information. The Organizer agrees to cooperate fully with, and provide all such information and data as the Organizer acquires in connection with the Event and its attendees, to the Event Impact Reporter at no charge to the City or Event Impact Reporter, including Organizer Event Data (as defined in Section (d) below).
- (c) The City and the Organizer agree that the tools, methodologies, and metrics (the "**Metrics**") described more fully in Section (d) below) are reasonable and sufficient for the purposes of measuring Inbound Visitation Numbers and collecting and reporting on Other Event Impact Information.
- (d) The City and the Organizer agree to the following Metrics and Other Event Impact Information to measure Inbound Visitation Numbers and the economic impact of the Event generally:
- i) detailed summary of the event that took place in terms of event objectives planned and achieved, the program of activities that took place, any changes that were required from the planned event due to external circumstances;
 - ii) summary of how the event aligned and supported City of Vancouver Council priorities including but not limited to; affordability, diversity, equity, reconciliation, and climate change. For more information please see: <https://vancouver.ca/your-government/corporate-plan.aspx>;
 - iii) Listing of actual media exposure coverage that took place, with details as to media outlets, interviews and promotional materials, samples of primary event programs/brochures that supported the event, and details of the recognition strategy that acknowledged the support and contribution of the City of Vancouver;
 - iv) summary of the numbers of the segments of the event participants (i.e. actual participants, volunteers, attendees, visitors, etc.) to substantiate the assessed economic impact of the event on the local community and on the tourism and business sectors (include statistics and/or examples of feedback);
 - v) summary of the volunteer contribution to the event in terms of legacy knowledge and expertise;
 - vi) any particular difficulties, opportunities or challenges that were encountered during the planning and implementation of the event that could assist future events held in the City of Vancouver;

- vii) the Organizer Event Data (as defined in Section (f) below and collated, owned and provided by the Organizer to the City and Event Impact Reporter all at the Organizer's sole expense);
- viii) such other data as the parties consider reasonably necessary to supplement, complement, and/or verify the Organizer Event Data provided by the Organizer including but not limited to Event day data and post-Event surveys;
- ix) inbound Visitation Numbers will be based on two categories of accommodation utilized by visitors:
 - "Hotel" means a hotel within the city limits of the City of Vancouver operated by a member in good standing of the Vancouver Hotel Destination Association; and
 - "Other Accommodation" means other accommodation within the city limits of the City of Vancouver such as accommodation provided by AirBnB, VRBO, private homes (eg. friends and family of visitors), or entities that are not members of the Vancouver Hotel Destination Association;
- x) the contract the Organizer enters into with the Event Impact Reporter will require the Event Impact Reporter to use the Metrics and Other Event Impact Information to determine:
 - how many adult Canadian residents visited Vancouver primarily for the purpose of attending the Event and for each such person that booked and stayed at a Hotel for at least 2 room nights will be designated as 2 "quantified room nights";
 - how many adult Canadian residents visited Vancouver primarily for the purpose of attending the Event and for each such person that booked and stayed at Other Accommodation for at least 2 room nights will be designated as 1 "quantified room night";
 - how many adult residents of the United States of America visited Vancouver primarily for the purpose of attending the Event and for each such person that booked and stayed at a Hotel for at least 2 room nights will be designated as 2 "quantified room nights";
 - how many adult residents of the United States of America visited Vancouver primarily for the purpose of attending the Event and for each such person that booked and stayed at Other Accommodation for at least 2 room nights will be designated as 1 "quantified room night";
 - how many adult residents of any country other than Canada or the USA visited Vancouver primarily for the purpose of attending the Event and for each such person that booked and stayed at a Hotel for at least 2 room nights will be designated as 5 "quantified room nights";

- how many adult residents of any country other than Canada or the USA visited Vancouver primarily for the purpose of attending the Event and for each such person that booked and stayed at Other Accommodation for at least 2 room nights will be designated as 2.5 “quantified room nights”; and
 - Contracted hotel room nights by the Organizer for teams and staff will not be included in such determination;
- xi) subject to privacy legislation, the Organizer and City will each make available to the other all of their research and data with respect to the Event and its attendees;
- xii) the Event Impact Reporter's performance and determination, acting reasonably, of the research, data collection, interpretation, and calculation of the quantified room nights will be final and binding on the parties:
- the Organizer will make commercially reasonable efforts (as defined below) to ensure that the Event Impact Reporter completes the above process of calculating quantified room nights and collecting all of the above Other Event Impact Information and delivers the report (“**Event Impact Report**”) setting out its methodology for and calculation of Inbound Visitation Numbers in accordance with the Metrics within 90 days following completion of the Event (and for the purposes of this clause (g) “commercially reasonable efforts” means that the Organizer will ensure that everything within its control is done to contract with, ensure performance of the contract with the Event Impact Reporter, and ensure delivery of the Event Impact Report on time, but for certainty, also means that if there is any event beyond the Organizer's control such as a Force Majeure (as defined in Section 9(d)iii) or a similar clause in the contract with the Event Impact Reporter) excusing the Event Impact Reporter, or a breach of contract by the Event Impact Reporter, the Organizer will utilize all commercially reasonable means to enforce the contract, mitigate the effects of a Force Majeure, or if need be replace the Event Impact Reporter with a replacement Event Impact Reporter all in consultation with the City and with a view to the parties proceeding in a mutually cooperative manner so as to obtain a properly completed Event Impact Report as soon as reasonably possible. For further certainty, where such events beyond the Organizer's control delay or complicate the receipt of a Event Impact Report and such events cause the Organizer's to incur additional costs, such additional costs will be at the Organizer's expense (provided always that the City and the Organizer agreed that incurring the costs were reasonable in order for the Organizer to remedy such event);
- (e) Each party shall own the data set out in Section (d) above that it has collated, commissioned or provided under this Agreement but the other party shall have a non-exclusive, perpetual, fully-paid up licence to use such data for the purposes of this Agreement, its own internal purposes, and also in relation to future editions of the Event.

- (f) The Organizer will provide to the City and Event Impact Reporter an Organizer's report ("**Organizer's Report**") within ^{s.21(1)} days of the conclusion of the Event so as to provide the City and the Event Impact Reporter with sufficient time to complete and deliver the Event Impact Report that will include at a minimum the following:

- Ticket Purchaser/Participant Data
 - Origin of purchase
- Event Details
 - Attendance/Participant Total
 - Attendance/Participation Ticketed
 - Attendance/Participation Non-ticketed
- Number of Officials (specify number of local vs out of province)
- Number of Competitors (per team if applicable) (specify number of local vs out of province)
- Number of Accredited Media (specify number of local vs out of province)
- List Broadcasters covering event
- Number of TV Nations
- Online Streaming Available (Y/N)
 - Number of online streaming nations
 - Relevant Social Media Statistics
 - Number of Event Volunteers
- Hotel and Other Accommodation Information
 - Hotel and Other Accommodation Properties Contracted
 - Number of rooms per property
 - Total Number of Room Nights Contracted
 - Other Accommodation impacts from spectators – private homes utilized, etc.
- Partner Promotion Summary
 - StayVancouver Hotels package report
 - Other Travel Package offers performance summaries
- Community Engagement Summary
- Incremental Marketing Summary
 - Travel reports
 - Asset exchange performance summary

(collectively, the "**Organizer Event Data**")

- (g) Failure to substantially comply with this Section 7 will not only constitute a breach of this Agreement, but will also result in City staff recommending to Council that successive year hostings of the Event not be approved by Council.

8. **Consultation and Community Amenity/Legacy Promises**

(a) **Community Cultural Amenities (Local Culture)**

Further to Section (e)(ii) below the Organizer will pay **s.21(1)** ("Local Artist Payment") to the City on account of its promise to provide at least **s.21(1)** of funding towards local artists and musicians in Vancouver. The parties agree that this amount will be secured by the Performance Security required to be delivered concurrently with the Organizer's execution of this Agreement. As the Organizer signs contracts with each local artist or musician, the Organizer will forward originally signed copies of same to the City. Then as each artist invoices the Organizer for same and obtains a receipt for payment for same, the Organizer will forward these to the City and the City will then return that portion of the Deposit or Letter of Credit to the Organizer.

(b) **EV Stations**

- i) The Organizer pay the amount of **s.21(1)** ("EV Legacy Payment") to the City on account of its legacy investments back into the local community. The parties agree that this will be secured by the Performance Security required to be delivered concurrently with the Organizer's execution of this Agreement.
- ii) Subject to paragraph iii), the City will transfer this amount to its Sustainability Reserve after the completion of the Event to be applied by City Council to "EV Legacy Projects" as defined below.
- iii) Despite paragraph ii) above, the Organizer may request the City accept in-kind contributions from 3rd Parties partially or fully in lieu of the EV Legacy Payment. Such a request must be in writing and be supported by a fully executed contract between the Organizer and such 3rd party (subject to Council approval and then upon such approval fully assignable to the City but without releasing the Organizer unless and until such 3rd party has completed its obligations to provide such in-kind contribution). The City will then present such request to City Council and if Council approves such request (but only if and to the extent and subject to any conditions imposed on same by Council), the Organizer will be permitted to fully or partially off-set the EV Legacy Payment with such in-kind contribution and upon the full and proper completion of the in-kind contribution, the City will return the applicable amount of the Performance Security.
- (iv) For the purposes of this Agreement, "EV Legacy Projects" means
 - 2 x 50kW (or greater) DC fast charging stations,
 - 6 curbside Level 2 charging stations,
 - 15-20 community centre Level 2 charging stations, or
 - such other combination or types of charging stations as are approved by Council

(c) **False Creek Resident Consultation**

The Organizer will engage in local resident consultation and accommodation to an extent and in a manner approved by FASE, all at the Organizer's expense.

(d) **Community Legacy**

The Organizer will submit as part of its Permit application process, a

- i) detailed plan for fulfilling its commitment to providing Event access/participation for at-risk youth in support of the City's social equity goals, and
- ii) a detailed plan for fulfilling its commitment to maintain a "Local Artist Budget" of **s.21(1)** to engage local artists and performers who live and work in the City of Vancouver.
- iii) detailed plan and proposed community benefits Agreement to provide employment and training opportunities to the DTES and adjacent inner-city community to provide opportunities to vulnerable and marginalized people.

The City will then review and provide comments on the Organizer's submittals and the Organizer will then revise and finalize same as required by City and the City and Organizer will then sign a supplemental community benefits Agreement legally binding the Organizer to same.

9. **General**

(a) **Open Book and Transparent**

The parties will maintain an open book policy towards each other and provide the other party with full access and inspection rights to all records relating to the Event and this Agreement within **s.21(1)** Business Days of any request for such access. In this regard, the Organizer will maintain all of its business records relating to the Event and this Agreement at premises located within Vancouver at all times during the term of this Agreement and for a period of at least 2 years afterwards.

(b) **Governing Law**

This Agreement will be governed in accordance with the laws of British Columbia and all applicable laws of Canada and the parties now irrevocably submit to the exclusive jurisdiction of the courts of British Columbia.

(c) **Use of Trademarks**

For the purposes of Schedule "B" [Use of Trademarks], each party (respectively the "**Licensor**" for the purposes of this paragraph and Schedule "B") now grants to the other party ("**Licensee**") the limited rights for Licensee to use certain trademark or trademarks of Licensor (the "**Licensed Marks**");

City: The corporate logo (and any other logos or marks) which are to be provided to the Organizer will be provided to the Organizer following the execution of this Agreement and at least 4 months prior to the Event.

Organizer: The Event logo (and any other logos or marks) which are to be provided to the City will be provided to the City following the execution of this Agreement and at least 4 months prior to the Event.

(d) **Term**

This Agreement takes legal effect and starts on being signed and ends on December 31, 2022, unless extended by mutual agreement or sooner terminated in accordance with its terms.

Where the Event is determined by the Event Impact Report and by FASE to have been successful and to have delivered on the promised economic and legacy benefits, FASE will recommend to Council that an Agreement similar to this Agreement be entered into for one or more subsequent years.

(e) **Termination**

i) **Default/Early Termination**

- a. Despite any other term of this Agreement if, at any time the Organizer breaches its obligations to provide Performance Security by the time required and in the form required by this Agreement, or in the case of Performance Security delivered pursuant to Section 3(c), the post-dated cheque is not cleared by the bank upon which it is drawn ("NSF" or for any other reason), the City will provide the Organizer ^{s.21(1)} 30 Business Days from the City's written notice to the Organizer to remedy such breach, failing which this Agreement will be deemed to be automatically terminated without further written notice from the City.
- b. If either party materially breaches any material term of this Agreement, and if such breach is not cured by the breaching party within ^{s.21(1)} 30 days after the non-breaching party sends written notice of such breach to the breaching party, then the non-breaching party will have the right to terminate this Agreement with immediate effect upon written notice.
- c. Where the Organizer is the party in material breach, the Performance Security will be forfeited and the City will not be under any obligation to return same except to the extent it secures any amount in excess of the ^{s.21(1)} ~~the amount of the Performance Security~~ incurred by the City up to the date of termination.
- d. If either party suffers the occurrence of one or more of the following events, the other party may terminate this Agreement with immediate effect upon written notice: (i) there is a cessation of

operations of such party, or a bankruptcy proceeding, dissolution, liquidation or the appointment of a trustee or a receiver, or (ii) such party makes an assignment for the benefit of creditors or admits in writing that it is unable to pay its debts as they become due.

ii) Upon Termination

The following applies in the event of a termination or expiration of this Agreement:

- a. Termination of this Agreement by either party in accordance with (a) above will be without prejudice to any accrued rights and obligations of the parties at the time of such termination. The right of each party to terminate this Agreement is in addition to and in no way limits the rights or remedies which such party may have at law or in equity or on any other legal theory or basis.
- b. Upon expiry or earlier termination of this Agreement, all Trademark rights granted to each other will immediately end and both parties will immediately and permanently cease all use of the other party's Trademarks in any manner.
- c. All provisions of this Agreement which, by their nature are intended to survive the expiry or sooner termination of this Agreement, shall survive the expiry or sooner termination of this Agreement.

iii) Force Majeure

Neither the City nor the Organizer will be liable for any delay or failure to perform any their obligations if and to the extent caused by circumstances beyond their reasonable control and without their fault, including, without limitation, fire, flood, storm, accident, pandemic, epidemic, riots, strikes, lockouts or other work stoppage, acts of God, interference by civil or military authorities, orders, regulations or direction by public authority ("**Event of Force Majeure**") for such period of time as the Event of Force Majeure continues, provided that the party prevented from performing uses all reasonable efforts to perform such obligation once the Event of Force Majeure has ceased and provided further that in no event will an Event of Force Majeure operate to extend the time period for the delivery or payment of Performance Security.

Despite paragraph iii) above, where an Event of Force Majeure operates (despite the Organizer's reasonable efforts to mitigate and counteract same) to force the Organizer to cancel all or part of the Event, either party shall have the right to terminate this Agreement effective immediately upon written notice of termination being given to the other party.

The City acknowledges and agrees that the Organizer reserves the right to materially change the nature, name, location and dates of the Event. However, in the event (but excluding an Event of Force Majeure) that the Organizer materially changes any aspects of the Event such that the

Legacy Benefits, Inbound Visitation Numbers, promotional and other benefits intended by the City to accrue to it from this Agreement have been materially adversely affected, the City reserves the right to cancel the Event and any related permits and the Organizer will remain fully liable for all Services Costs incurred by the City to date and the Organizer will remain fully liable to s.21(1)

s.21(1)

s.21(1); the matter will be resolved by arbitration pursuant to the Arbitration Act (British Columbia).

(f) Allocation of Revenue

The Organizer is permitted to retain and use for expenses in producing the Event all of its fees, and all commercial revenue from the Event including all revenue from advertising sales, broadcast rights, sponsorships and ticket sales (as agreed to through the venue ticketing partner agreements).

(g) Expenses

- i) The Organizer shall be responsible for all expenses incurred for producing the Event.
- ii) The Organizer recognizes it is a "late-comer" event that has selected a location and date typically blacked out for new major events; specifically, the downtown core on Canada Day long weekend and has declined recommendations by the City to select a date that is not "blacked out". Furthermore, The Organizer recognizes that it was informed that the selection of the Canada Day long weekend could increase costs due to resource constraints and has selected the Event Dates knowing that risk. Accordingly, in addition to all other payment obligations set out in this Agreement, the Organizer now also acknowledges and agrees to reimburse the City for any and all additional incremental costs incurred by the City which would not or could not have been incurred but for the increased demand on the City's resources as a result of the Event occurring on the Event Dates, including by way of example only and without limiting the general scope of the preceding sentence, the costs of overtime for existing staff, hiring and training additional staff, contracting for additional temporary staff or services, or the costs of renting or purchasing additional supplies, such as traffic cones, delineators, signs, or barricades where needed due to the City's existing resources being exhausted by the other events taking place during the Event Dates.
- iii) Except for the obligations to comply with its obligations under this Agreement, the City will have no liability in contract, tort, or on any other legal theory or basis to the Organizer or any of its employees or agents for anything arising under this Agreement except for a breach of this Agreement by the City in which case the City's liability is expressly limited as set out in Section iv)(c) below.
- iv) The maximum aggregate liability of the City to the Organizer related to or in connection with this Agreement will be limited to the return of any unused

amount on the Deposit, provided always that this limit on liability does not apply to any liability arising as a result of any of the following matters:

- a. intellectual property infringement;
 - b. personal injury or death;
 - c. property loss, damage, or theft; or
 - d. fraud.
- v) Neither the City, Vancouver Police Board nor City Personnel will be liable under this Agreement for any indirect, special, incidental, punitive or consequential damages (including without limitation, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort, strict liability or any other theory), even if the City has been informed of this possibility.

(h) **Notices**

Any notices relating to this Agreement shall be in writing and shall be deemed effective only if and when received by email or mail to the parties as follows:

ONE STOP STRATEGY GROUP INC. /
GROUPE DE STRATÉGIE ONE STOP INC.:
Suite 210 – 2307 René-Lévesque Boulevard West
Montreal, Quebec, H3H 1R7

Attention: Matthew Carter
Email: mcarter@ossgroup.org

CITY OF VANCOUVER:

453 West 12th Avenue
Vancouver, British Columbia, V5Y 1V4

Attention: Geoff Teoli
Email: geoff.teoli@vancouver.ca

(i) **Time/Days**

For the purposes of this Agreement,

- (i) “days” means calendar days, and “Business Days” means any day that is not a Saturday, Sunday or “holiday” as that term is defined in the Interpretation Act (British Columbia), and
- (ii) time is of the essence.

(i) **Entire Agreement**

This Agreement and its schedules are the entire Agreement between the parties and this Agreement supersedes and replaces all prior Agreements, communications, and negotiations between the parties.

(k) **Electronic Execution**

Delivery of an executed signature page to this Agreement by either Party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party. Pursuant to the Electronic Transactions Act (BC), delivery of an email by one party to the other stating their intent to be legally bound by this Agreement will also be effective as signing and transmitting an executed signature page.

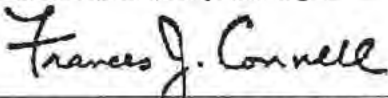
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER

Per:



Paul Mochrie, City Manager



Francie Connel, QC, City Solicitor

ONE STOP STRATEGY GROUP INC. / GROUPE DE STRATÉGIE ONE STOP INC.1

Per:



Authorized Signatory: Matthew Carter, CEO

SCHEDULE A INSURANCE REQUIREMENTS

- (a) The Organizer will maintain and keep in force at all times following the execution of this Agreement and for a period of at least 2 years after the end of the Event Dates Commercial General Liability Insurance policy in an occurrence form for an amount not less than s.21(1) per occurrence with a deductible no greater than s.21(1). The Commercial General Liability policy will contain the following extensions:
- (i) personal injury including advertising liability;
 - (ii) broad form products and completed operations;
 - (iii) blanket contractual liability;
 - (iv) cross liability or severability of interest;
 - (v) non-owned automobile liability; and
 - (vi) non-owned watercraft liability;
- and will also contain the following provisions:
- (vii) the policy will not be cancelled or endorsed to reduce the limits of liability without 30 days' written notice by registered mail to FASE. Should the policy be endorsed to restrict coverage midterm, notice of such restriction will be provided in writing by registered mail to FASE no later than the effective date of change. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;
 - (viii) the City, the Vancouver Police Board, Vancouver Park Board, and Vancouver Library Board, including their officials, officers, employees, agents and volunteers (the "**City Group**") will be added as additional insureds, but only with respect to liability arising out of the Event;
 - (ix) the insurance coverage will be primary insurance with respect to the City Group for all losses resulting in property damage, death and bodily injury arising out of the Event, and any insurance or self-insurance maintained by or on behalf of the City Group will be excess of this insurance and will not contribute with it; and
 - (x) subject to this Section (a), the Organizer will obtain and maintain at its own expense any additional insurance which the Organizer is required by law to carry or which the Organizer considers necessary and not inconsistent with the provisions of this Section (a). The Organizer will obtain and maintain at its own expense any additional insurance which the Organizer is required by law to carry or which the Organizer considers necessary.
- (b) Unless otherwise agreed in writing by the City, if the Organizer retains a contractor or subcontractor to perform any work or services related to the Event, the Organizer will cause each such contractor or subcontractor to obtain commercial general liability

insurance with limits not less than s.21(1) and on the terms set out in Section (a) above.

- (c) Within the time period set out in Section 5(u) of this Agreement, the Organizer will deliver to FASE evidence of insurance as required by this Schedule A in the form of a certificate of insurance. The certificate of insurance shall identify policy holder/named insured, description of event, insurance company name(s), policy number(s), policy period and limits of insurance, all accordance with the requirements of this Schedule A. If required by the City, the Organizer will provide certified copies of the policies signed by the insurers.

SCHEDULE B USE OF TRADEMARKS

In this Schedule B, the “**Licensor**” means the City or Organizer in their capacity, respectively, of permitting the use of the Licensed Marks pursuant to Section 9(c) of this Agreement and “**Licensee**” means the City or Organizer in their capacity, respectively, as the user of those Licensed Marks.

- (a) Licensor grants to Licensee, during the Term, a non-exclusive licence to use the relevant Licensed Marks for the express purposes set out, and to the extent permitted, in this Agreement and in particular in this Schedule B (collectively, the “**Purposes**”).
- (b) Prior to the use of any Licensed Mark, Licensee shall, at its own cost and expense, submit to Licensor for approval all final designs and specifications of such use. Licensor shall notify Licensee of its approval or rejection of any submission for approval within ten (10) business days following receipt thereof. In the event that any item submitted shall not have been approved or rejected within such period, then such submission shall be deemed to have been rejected. Licensor shall have the right, in its sole and absolute discretion, to withdraw approval with respect to any use of the Licensed Marks, samples of which were previously approved if the quality of such use ceases to be acceptable to Licensor due to deviation from such previously approved samples or upon the happening of some event which compromises or reflects unfavourably upon the good name, good will, reputation and/or image of Licensor or which might jeopardize or limit Licensor's proprietary or other right, title or interest in or to the Licensed Marks.
- (c) Licensee agrees that at all times Licensor shall maintain and have the right to control the character and quality of all wares and services with which Licensee is or may become licensed to use the Licensed Marks under this Agreement, including all Purposes.
- (d) Licensee agrees that all use of the Licensed Marks will inure solely to the benefit of the Licensor (or the owner of such Licensed Marks where these have been licensed to the Licensor) and that Licensee will acquire no right, title or interest in or to the Licensed Marks or any associated goodwill. Licensee will not, including after any expiry or termination of this Agreement, take any step to register or apply to register any of the Licensed Marks, or any other mark or name confusingly similar thereto, as or as part of any trade-mark, trade name, corporate name, business name, domain name or trading style.
- (e) Licensee shall not use the Licensed Marks in association with any other trademarks or trade names. Licensor reserves all rights, titles and interests in and to the Licensed Marks except as specifically permitted herein to Licensee and Licensor may exercise all such rights, titles and interests at any time including, but not limited to, the right to make any changes Licensor deems necessary to the Licensed Marks including without limitation use, style, or appearance of the Licensed Marks as well as changes to the character and quality of any wares and services with which Licensee is or may become licensed to use the Licensed Marks.
- (f) Licensee shall use its commercially reasonable efforts to undertake the Purposes consistent with the high standards and prestige represented by the Licensed Marks, and to enhance and preserve the reputation of the Licensed Marks.

- (g) Licensee may include its own trademark(s) or the trademark(s) of a third party when using the Licensed Marks provided that Licensee has received prior written consent to such inclusion from Licensor.
- (h) Licensee shall not use the Licensed Marks, in whole or in part, as a corporate name, trade name, or domain name.
- (i) Licensee acknowledges that Licensor is either the owner of all right, title, and interest in and to the Licensed Marks and is also the owner of the goodwill attached or which shall become attached to the Licensed Marks or has been licensed the right to grants rights to use such Licensed Marks in connection with the business and goods in relation to which the same has been, is, or shall be used. Licensee shall not do or suffer to be done any act or thing which may adversely affect any rights of Licensor or any owner in and to the Licensed Marks or any registrations thereof or which, directly or indirectly, may reduce the value of the Licensed Marks or detracts from their reputations.
- (j) Licensee shall not challenge Licensor's or the actual owner's ownership of, or the validity of, the Licensed Marks or any application for registration thereof, or any trademark registration thereof, or any rights of Licensor therein, nor shall Licensee seek to register the Licensed Marks or any variation or simulation thereof. Further, Licensee shall cooperate fully with any request by Licensor (at Licensor's cost) in connection with any application, registration or filing in connection with the Licensed Marks.
- (k) Licensor shall take such action as it deems advisable for the protection of its rights in and to the Licensed Marks and Licensee shall fully cooperate with Licensor in connection therewith including, but not limited to, joining Licensor upon request as a party to any action brought by Licensor at Licensor's cost. However, Licensor shall not be required to take any action if it deems inadvisable to do so and Licensee may not take any action with respect to the Licensed Marks without Licensor's prior written approval.
- (l) Licensee shall notify Licensor promptly after becoming aware of any infringement or threatened infringement of the Licensed Marks.
- (m) Licensee shall not, directly or indirectly, during the Term or at any time thereafter, do anything (or refrain from doing anything) where the effect of such action (or inaction, as the case may be) may adversely affect, or disparage the reputation, prestige, value, image or impression of, the Licensed Marks.
- (n) Nothing in this Agreement shall preclude the appearance of the Licensed Marks in any and all forms of media whether now or hereafter developed (including photographs and video footage) in perpetuity when used for internal, historical or otherwise non-commercial and non-promotional purposes in connection with the content of this Agreement.
- (o) Licensee acknowledges and agrees that in the event of a breach or threatened breach by Licensee of any provisions in this Agreement relating to the Licensed Marks, the damage to Licensor may be irreparable and impossible to accurately estimate, making any remedy at law or in damages inadequate and, accordingly, Licensor shall be entitled to seek injunctive relief against Licensee in such event in addition to any other relief (including damages) available to it.

- (p) The licence hereunder may not be assigned, sublicensed or transferred by Licensee and any such attempted assignment, sublicense or transfer, whether voluntary or by operation of law, directly or indirectly, shall be void and of no force or effect. The sale, issuance or transfer of any voting capital stock of any corporate entity which directly or indirectly controls Licensee which results in a change in the direct or indirect voting control of Licensee shall be deemed an assignment hereof if such transfer or issuance shall limit or reduce the ability of the current owners of Licensee to control its business and affairs.













FormulaE Event - Request for additional Deposit

Attn: Matthew Carter

The City has conducted a cost estimate review using materials recently submitted by OSS related to the upcoming FormulaE event. Based on the recent submissions we have recalculated the estimated costs and are requesting an additional performance deposit of \$471,000 CND. Please send this amount by wire transfer within 10 calendar days off this notice as required under Section 4 of the Host City Agreement.

Listed below is a summary of the current deposit on hand and the estimate costs.

Current Deposit Balance		\$500,000
Traffic Control VPD	s.21(1)	
Event Crowd Safety VPD		
Concert Crowd Safety VPD		
Engineering Operations ENG (Traffic)		
Engineering Operations Other		
Post-event maintenance, repair, restoration		
s.21(1) Overhead*		
Contingency		
Hold back for EV Legacy		
Hold back for Local Artists and Performers		
Total Updated Cost Estimate		<u>\$971,000</u>
Deposit shortfall		<u>-\$471,000</u>

The above costs are based on plans submitted to date, including some plans that are not complete or fully approved. It is an estimate only and may be adjusted again per the terms of the Host City Agreement.

Subject: FormulaE Updated Event Cost Estimate

Attn: Matthew Carter

The City has updated the event cost estimate using the materials recently submitted by OSS. Based on these submissions the total estimated City related costs and related performance security requirements are currently over \$1Million CND. We are providing a breakdown of the estimate for your review. Please promptly review and send any clarifying questions or submit additional documents to help fine tune any of these estimates no later than Wednesday, April 20th. After which, we will be send a formal request for an appropriate increase of OSS's deposit with the City as per the terms of the Host City Agreement.

Please also note that this is an estimate only and based on the information available at this time. The City will continue to monitor OSS's plan, submissions, and conditions of approvals and provide updated estimates as necessary.

Operational and Safety Cost Estimate

Traffic Control VPD	s.21(1)	
Event Crowd Safety VPD		
Concert Crowd Safety VPD		
Vancouver Fire & Rescue		
ENG Ops (Traffic)		
ENG Ops (Sanitation, Sewer, Electrical)		
ENG Waterworks (Hydrant upgrades, repairs)		
Overhead Charge *		
Sub Total Estimated Operations Costs		<u>\$515,000</u>
Additional Deposit Adjustments		
EV Legacy (transfer to sustainability reserve)	s.21(1)	
Local Artists & Performer (holdback)		
Concord Community Park restoration deposit		
Civil Works (street and sidewalk) restoration deposit		
Sub Total Deposit Adjustments		<u>\$575,000</u>
Total Cost Estimate		<u>\$1,090,000</u>
Deposits Received		-\$500,000
Deposit Shortfall		<u><u>\$590,000</u></u>

[1] The City has not approve any plan for in-kind contribution towards OSS's EV Legacy commitment; therefore s.21(1) will be transferred to the sustainability reserve per the Host City Agreement.

[2] As of the date of this assessment, we are not aware of any contracts awarded to local artist or performers, and until such time as that is confirmed we will need to hold back s.21(1) as per the terms of the Host City Agreement.

[3] As of the date of this assessment, OSS is expected to plan for a complete restoration of Concord Community Park to "as-is" condition. Until that restoration is completed to the satisfaction of the City a s.21(1) security deposit is required to be held.

[4] As of the date of this assessment, the City has not approved any civil works changes to remain after the 2022 event; therefore a s.21(1) security deposit will be required to be held until all necessary post-event restoration and repairs of streets and sidewalks are complete.

FormulaE

Deliverable Status

TMP and Other Submittals to issue permit:

- **TMP**
 - Primary TMP for main event site/track – submitted, comments return and changes needed – no final approval until changes are complete and resubmitted to City
 - TMP for barrier installation by contractors – submitted and deemed sub-par, major changes needed – not approved
 - TMP(s) for civil works – requested by City, not submitted, not approved
 - TMP modifications seawall management and bike detour – requested by City, not submitted, not approved
- **Licensing**
 - Run of show requested (schedule, sub events); requested by City, not received
 - Structures – stamped drawings requested; not received
 - Licensing can not issue permits without review of the above
- **Community Engagement Plan**
 - NEFC plan – draft received, comments returned, not clear on how residents will learn of upcoming townhalls, etc?
 - Not provided plan for communication to broader audience outside of NEFC area such as vehicle and bicycle commuters, transit users, other visitor to the downtown core and seawall users. (i.e. mass market mail out, media, social broadcast, etc),
- **Public Safety Plan**
 - First draft received, comments returned, not approved at this time
 - Issue resolution necessary regarding BCEHS availability
 - Additional details on safety plan for Nickleback concert
 - VFRS need more details for deployment to buildings with restricted access
- **Civil Works**
 - Complete and approvable engineered drawing not received. 90% drawings in circulation for comment; **Caution:** the difference between a 90% drawing and a 100% completed and approved drawing can be significant and time consuming.
 - Plan's missing details on post-event restoration, repair, maintenance of street and sidewalk modification.

Community Benefits Agreement

- CBA Agreement – City has returned CBA agreement, accepting some but not all changes requested by OSS
- Conceptual ideas submitted for MST, at-risk youth, DTES; but lacking in detail or evidence of meaningful progress, agreements, or contracts to date.
- No confirmation of contractual engagement of local artists or performers

- No evidence of contracting of 3rd party monitor/reporter. OSS's request to strike 3rd party monitoring from the CBA is concerning to the City as this is a term previously agreed to in the Host City Agreement.

Private Property Contracts

- Concord - No contracts received for primary site
- Concord Community Park. OSS submission for permanent changes not approved, City waiting for OSS to resubmit plans that include full restoration to as-is condition.
- Canoe Culture proof of agreement to relocate requested by City, not received
- BC Place – No evidence of agreement in place
- Science World – No evidence of agreement in place

Insurance

- No proof of \$20Million insurance provided from OSS
- Proof of \$5Million insurance required for all contractors & vendors operating on City property

EV Legacy Plan

- ABB requested to be removed from any proposals related to OSS's contractual obligation
- No other in-kind or other EV legacy plan in-lieu of s.21(1) obligation submitted by OSS
- City will secure s.21(1) for Sustainability Fund and conduct work on behalf of OSS.

Economic Benefits Reporter

- No evidence provided to confirm contractual engagement of economic benefits monitor/reporter

s.13(1)



s.13(1)



TMP and Other FASE Specific Submittals:

OSS Default of Obligations to Obtain FASE Permit by March 28

OSS has routinely submitted incomplete submittals lacking the information previously requested by City staff.. For example, City requires certain submittals to be certified and stamped by a Professional Engineer and OSS would repeatedly submit such a submittal without such certification resulting in material delays since City staff could not review or approve and would have to wait for OSS to submit compliant submittals. When City staff did receive moderately compliant submittals, City staff responses on same would not be addressed by OSS in a timely manner and in some cases not at all.

In spite of clear instructions to OSS (instructions that are routinely understood and completed by other applicants for a FASE permit)

- OSS continually failed or neglected to comply with standard FASE Permit requirements in a timely manner and in some cases at all.
- OSS failed or neglected to comprehend that a complete submittal is one that has complete details, engineers stamp in some cases, all staff concerns and change requests have been addressed, and the plan/document has been formally approved by the City.

TMP [Geoff – The following is excellent! Just need to fill in balance of info 😊]

- As early as January 2021, FASE staff advised OSS of the critical importance of providing a TMP as soon as possible in the application process
- Despite numerous requests and repeated warnings of delay impact and Host City Agreement default implications, the City did not receive a first draft TMP until March 28, 2022.
- This first draft TMP went through a first stage review and feedback was sent by City staff to OSS on **March/April** requesting changes.
- The City has as of this date not received any revised TMP in response and the TMP remains unapprovable since it is missing key components that make it unacceptable for approval
 - Primary TMP for main event site/track – submitted, comments return and changes needed – unable to approval until changes are complete
 - TMP for barrier installation by contractors – submitted and deemed below standard, major changes needed – not approved
 - TMP(s) for civil works – requested by City, not submitted, not approved
 - TMP missing references to bike network detours and changes
 - TMP missing any details on public communications plan
 - TMP for load in days missing
- Seawall Management Plan
 - March 2021, OSS committed to City Council that the seawall would remain open during the event
 - **March/April?** OSS submitted a totally non-compliant draft plan that included closing the seawall to bike users with a major detour

- **March/April?** City responded to OSS indicating that this was not accepted and stated that bike access must be maintained
- To date OSS has not responded to this communication from staff.
- Reroute and detour options missing from the TMP
- Licensing
 - In initial meetings with FASE, OSS, and Licensing Department in **MONTH/Date?** 2021, it was made clear that permit licenses for use of private property requires a long planning runway, examples where provided of other major events on the same site that typically apply 9-12 months in advance. However, no official plans or documentation where submitted until **???date**
 - Bi-weekly meetings scheduled with FASE, Licensing, and Planning department on **DATES before April?**, April 11, April 21
 - During the above bi-weekly meetings the City clearly stated a need for a detailed “Run of show” schedule, without which permits applications could not be properly reviewed. OSS representatives promised delivery of “run of show”, however to date not received
 - During the above bi-weekly meetings, staff made it clear that fully completed and engineer stamped drawings for the major structures such as we required; this were promised by OSS, but to date not received
 - NTD re no show April 21st meeting
- Concord Community Park
 - As early as Jan 2021, staff advised OSS that changed to the Community Park had a complex history and could present challenges to the permitting process if not addressed promptly
 - Despite the above advise from staff OSS first presented a draft proposal for changes to the Community Park until April 4th, 2022
 - April 7th as part of one of the bi-weekly meetings mentioned about OSS informed them that the permanent changes proposed to the Park not likely to be approved in time to meet deadlines and a new plan should be submitted that included no permanent changes and returning the park to as-is condition.
 - April 11th, follow up email sent by Assistant Director of Development asking for response to request for new proposal
 - April 21st bi-weekly meeting - OSS No show to meeting with Licensing and Planning
 - To date complete plans as requested not received
- Community Engagement Plan
 - March 28th draft plan received, comments returned, lacking detail, not clear on how residents will learn of upcoming townhalls, missing details related to cross reference to also missing TMP Communications plan
 - March 28th staff responded immediately with comments that the plan did not provided sufficient information related to communication to broader audience outside of NEFC.
 - To date no response on staff feedback from OSS
 - Staff have been excluded from any participation in discussion with community representatives, despite repeated offers to join.
 - As of April 21st, E-Fest website states there will be a townhall meeting April 26th, promises meeting details (time and place) will be posted 10 business days prior (April

13th) that time has passed yet the details still have not been updated on the website or shared with staff.

- Public Safety Plan
 - April 1st, 1st draft received, however plan in the draft form is not approvable without addressing these concerns
 - Webex Meeting on April 13th, number of questions, comments, concerns from first responders [same or similar to above] to OSS with request for more details and information. VFRS Assistant Chief Dave Boone followed up with email with comprehensive list of 13 issues/concerns
 - Follow up Webex meeting to above on April 21st, same concerns remain, same request for additional details and information outstanding. OSS “missed” the email from VFRS asked for a resend.
- Civil Works
 - 2021 First meeting with City and Engineering groups began.
 - First draft of some Civil works plans submitted
 - Feb, March April 2022 meetings to discuss draft plans, stamped engineered drawing not received.
 - Many components of civil works plans do not meet City standards, lacking in enough detail to approve or missing details completely
 - Plan’s missing any details on proposed post-event restoration, repair, maintenance of street and sidewalk modifications.
 - Staff from multiple Engineering departments have met with OSS twice since the March 28th deadline passed, provide significant comments and requests for more detailed information as plans are not approvable as submitted. Yet even with this, Staff are still not in receipt of complete plans

TMP and Other FASE Specific Submittals:

OSS Default of Obligations to Obtain FASE Permit by March 28

OSS has routinely submitted incomplete submittals lacking the information previously requested by City staff. For example, City requires certain submittals related to building of large structures to be certified and stamped by a Professional Engineer and OSS would repeatedly submit such a submittal only partially complete and without satisfactory detail or an Engineers stamp, resulting in material delays since City staff could not review or approve and would have to wait for OSS to submit compliant submittals. When City staff did receive moderately compliant submittals, City staff responses on same would not be addressed by OSS in a timely manner and in some cases not at all.

In spite of clear instructions to OSS (instructions that are routinely understood and completed by other applicants for a FASE permit)

- OSS continually failed or neglected to comply with standard FASE Permit requirements in a timely manner and in some cases at all.
- OSS failed or neglected to comprehend that a complete submittal is one that has complete details, engineers stamp in some cases, all staff concerns and change requests have been addressed, and the plan/document has been formally approved by the City.

TMP [Geoff – The following is excellent! Just need to fill in balance of info 😊]

- As early as January 2021, FASE staff advised OSS of the critical importance of providing a TMP as soon as possible in the application process
- Despite numerous requests and repeated warnings of delay impact and Host City Agreement default implications, the City did not receive a first draft TMP until March 28, 2022.
- This first draft TMP went through a first stage review and feedback was sent by City staff to OSS over the following weeks requesting changes.
- The City has as of this date not received any revised TMP in response and the TMP remains unapprovable since it is missing key components that make it unacceptable for approval
 - Primary TMP for main event site/track – submitted, comments return and changes needed – unable to approval until changes are complete
 - TMP for barrier installation by contractors – submitted and deemed below standard, major changes needed – not approved
 - TMP(s) for civil works – requested by City, not submitted, not approved
 - TMP missing references to bike network detours and changes
 - TMP missing any details on public communications plan
 - TMP for load in days missing
- Seawall Management Plan
 - March 2021, OSS committed to City Council that the seawall would remain open during the event

- March 21st, 2022 OSS submitted a totally non-compliant draft plan that included closing the seawall to bike users with a major detour
- March 30th, City responded to OSS indicating that this was not accepted and stated that bike access must be maintained
- To date OSS has not responded to this communication from staff.
- Reroute and detour options missing from the TMP
- Licensing
 - In initial meetings with FASE, OSS, and Licensing Department in 2021, it was made clear that permit licenses for use of private property requires a long planning runway, examples where provided of other major events on the same site that typically apply 9-12 months in advance. No applications, schedule of events, plans or documents have been submitted. OSS provided a high-level overview to the Chief Licence Inspector on March 9, 2022.
 - Bi-weekly meetings have been held with FASE, Licensing, and Development Services staff on March 28, April 7th, and April 21st (which was rescheduled from April 14th at OSS request). OSS representatives did not attend the April 21st meeting, and did not advise staff of any conflicts or need to reschedule. During the above bi-weekly meetings the City clearly stated a need for a detailed “Run of show” schedule and building plans, without which permits applications could not be properly reviewed. OSS representatives promised delivery of “run of show”, however to date not received
 - During the above bi-weekly meetings, staff made it clear that fully completed and engineer stamped drawings for the major structures, such as tents, stages and grandstands that require building, electrical and/or plumbing permits, such as were required; this was promised by OSS, but to date not received
- Concord Community Park
 - As early as Jan 2021, staff advised OSS that changes to the Community Park had a complex history and could present challenges to the permitting process if not addressed promptly
 - Despite the above advice from staff OSS first presented a draft proposal for changes to the Community Park until April 4th, 2022
 - April 7th as part of one of the bi-weekly meetings mentioned about OSS informed them that the permanent changes proposed to the Park not likely to be approved in time to meet deadlines and a new plan should be submitted that included no permanent changes and returning the park to as-is condition.
 - April 11th, follow up email sent by Assistant Director of Development asking for response to request for new proposal
 - April 21st bi-weekly meeting - OSS No show to meeting with Licensing and Planning
 - To date complete plans as requested not received
- Community Engagement Plan
 - March 28th draft plan received, comments returned, lacking detail, not clear on how residents will learn of upcoming townhalls, missing details related to cross reference to also missing TMP Communications plan
 - March 28th staff responded immediately with comments that the plan did not provide sufficient information related to communication to broader audience outside of NEFC.

- To date no response on staff feedback from OSS
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- As of April 21st, E-Fest website states there will be a townhall meeting April 26th, promises meeting details (time and place) will be posted 10 business days prior (April 13th) that time has passed yet the details still have not been updated on the website or shared with staff.
- Public Safety Plan
 - April 1st, 1st draft received, however plan in the draft form is not approvable without addressing these concerns
 - Webex Meeting on April 13th, number of questions, comments, concerns from first responders [same or similar to above] to OSS with request for more details and information. VFRS Assistant Chief Dave Boone followed up with email with comprehensive list of 13 issues/concerns
 - Follow up Webex meeting to above on April 21st, same concerns remain, same request for additional details and information outstanding. OSS “missed” the email from VFRS asked for a resend.
- Civil Works
 - February 18th, 2022 first official meeting with City and Engineering groups to discuss conceptual plans.
 - First draft of some specific Civil works plans submitted
 - March April 2022 meetings to discuss draft plans, stamped engineered drawing not received.
 - Many components of civil works plans do not meet City standards, lacking in enough detail to approve or missing details completely
 - Plan’s missing any details on proposed post-event restoration, repair, maintenance of street and sidewalk modifications.
 - Staff from multiple Engineering departments have met with OSS twice since the March 28th deadline passed, provide significant comments and requests for more detailed information as plans are not approvable as submitted. Yet even with this, Staff are still not in receipt of complete plans

TMP and Other FASE Specific Submittals:

Overall status; OSS's has tendency to submit incomplete draft plans at the last minute. These plans are lacking in details and where needed missing engineered stamps, this has left staff unable to approve. Feedback sent to OSS on draft plans is not responded to in a timely manner or in some cases not responded to at all.

Receipt of a draft plan does mean the deliverable requirement has been met. A complete deliverable is one that has complete details, engineers stamp in some cases, all staff concerns and change requests have been addressed, and the plan/document has been formally approved by the City.

TMP

- As early as January 2021, FASE staff expressed to OSS the critical importance of providing a TMP early in the application process
- Despite that, the City did not receive a first draft TMP until March 28, 2022.
- The draft submitted went through a first stage review and feedback was sent to OSS on **March/April** requesting changes.
- At this stage the TMP is still in an unapproved and missing key components that make it unacceptable for approval
 - Primary TMP for main event site/track – submitted, comments return and changes needed – unable to approval until changes are complete
 - TMP for barrier installation by contractors – submitted and deemed below standard, major changes needed – not approved
 - TMP(s) for civil works – requested by City, not submitted, not approved
 - TMP missing references to bike network detours and changes
 - TMP missing any details on public communications plan
- Seawall Management Plan
 - March 2021, OSS committed to City Council that the seawall would remain open during the event
 - **March** Draft plan submitted to the City that included closing the seawall to bike users with a major detour
 - **March** City sent feedback that this was not accepted and stated what bike access must be maintained
 - To date OSS has not responded to this communication from staff.
 - Reroute and detour options missing from the TMP
- Licensing
 - **March and again on March** Run of show requested (schedule, sub events); requested by City, not received
 - Major Structures – stamped drawings requested; not received
 - Licensing can not issue permits without review of the above
- Concord Community Park
 - As early as Jan 2021, staff advised OSS that changed to the Community Park could be complex and should be addressed quickly

- DATE First proposal official received
- DATE Meeting with OSS informed them that changes as presented were not likely to be approved and a new plan should be permitted
- DATE Email sent asking for response to request for new proposal
- To date not received
- Community Engagement Plan
 - March 28th draft plan received, comments returned, lacking detail, not clear on how residents will learn of upcoming townhalls, missing details related to cross reference to also missing TMP Communications plan
 - March 28th staff responded immediately with comments that the plan did not provide sufficient information related to communication to broader audience outside of NEFC.
 - To date no response on staff feedback from OSS
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 - As of April 21st, E-Fest website states there will be a townhall meeting April 26th, promises meeting details (time and place) will be posted 10 business days prior (April 13th) that time has passed yet the details still have not been updated on the website or shared with staff.
- Public Safety Plan
 - First draft received, comments returned, not approved at this time
 - No details on safety plan for Nickleback concert
 - Any comment from Jordan re VPD/FVRS current feedback/status "approvability" of plan in it's current state?
- Civil Works
 - 2021 First meeting with City and Engineering groups began.
 - First draft of some Civil works plans submitted
 - Feb, March April 2022 meetings to discuss draft plans, stamped engineered drawing not received.
 - Many components of civil works plans do not meet City standards, lacking in enough detail to approve or missing details completely
 - Plan's missing any details on proposed post-event restoration, repair, maintenance of street and sidewalk modifications.
 - Staff from multiple Engineering departments have met with OSS twice since the March 28th deadline passed, provide significant comments and requests for more detailed information as plans are not approvable as submitted. Yet even with this, Staff are still not in receipt of complete plans

From: [Matthew Carter](#)
To: [Teoli, Geoff](#)
Subject: [EXT] Re: URGENT - FORMAL LEGAL NOTICE - Vancouver Formula E Host City Agreement - Notice of Default and Demand for Access to Records
Date: Friday, April 8, 2022 3:26:41 PM
Attachments: [OSS Motorsports.pdf](#)

City of Vancouver security warning: Do not click on links or open attachments unless you were expecting the email and know the content is safe.

Everything was passed to my legal team immediately.

It's is past 6 now in Montreal so I would expect you to receive a response on Monday.

Regards

On 8 Apr 2022, at 15:01, Teoli, Geoff <Geoff.Teoli@vancouver.ca> wrote:

Hi Matthew,

Just following up on this notice the City sent you on Tuesday. Our auditor is ready to start their review of OSS's records and needs to know the address and contact person and telephone number in order to arrange access.

Could you kindly provide this to me at your earliest convenience? As noted in the notice Tuesday, the deadline for giving the City this access is Tuesday, April 12, 2022.

Thanks in advance,

Geoff Teoli
Senior Branch Manager
City of Vancouver, Engineering
Film & Special Events Branch

From: Oehlschlager, Kelly <kelly.oehlschlager@vancouver.ca>
Sent: Tuesday, April 5, 2022 5:44 PM
To: Matthew Carter <mcarter@ossgroup.org>
Cc: Connell, Francie <francie.connell@vancouver.ca>; Teoli, Geoff <Geoff.Teoli@vancouver.ca>
Subject: URGENT - FORMAL LEGAL NOTICE - Vancouver Formula E Host City Agreement - Notice of Default and Demand for Access to Records

Dear Mr. Carter,

I am sending the attached on behalf of Francie Connell, QC, City Solicitor for the City of

Vancouver.

The attached is a formal legal Notice of Default and Demand for Access to OSS's records issued to you pursuant to the Host City Agreement.

It is extremely important that you read this and obtain legal advice on this immediately.

Sincerely,

Kelly Oehlschlager
Assistant Director of Legal Services – Corporate

City of Vancouver
Legal Services Department

453 West 12th Avenue
Vancouver, British Columbia,
Canada V5Y 1V4

O: 604.873.7726

C: 778.384.3467

E: kelly.oehlschlager@vancouver.ca

W: www.vancouver.ca

This e-mail and the information it contains may only be used by the intended recipient. Unauthorized use is prohibited. If you are not the intended recipient, please immediately send this email back to the sender and delete the original.

NOTICE OF DEFAULT
AND REQUIREMENT FOR ACCESS TO RECORDS

BY EMAIL TO: mcarter@ossgroup.org

April 5, 2022

One Stop Strategy Group Inc. /
Groupe de Stratégie One Stop Inc.
Suite 210 – 2307 René-Lévesque Boulevard West
Montreal, Quebec H3H 1R7

Attention: Matthew Carter, CEO

RE: Formula E Championship Event Proposed for Vancouver July 2022
Agreement ("Host City Agreement") between City of Vancouver (the "City")
and One Stop Strategy Group Inc. ("OSS") dated January 26, 2022

Dear Mr. Carter,

Notice of Default

Pursuant to Section 9(e)(i) [Default/Early Termination] of the Host City Agreement, the City now gives formal legal notice of default to OSS and demands that the following defaults be fully remedied within 15 days of this notice:

1. Breach of Section 3(c) requirements to provide satisfactory audited financial statements and financial plan, concurrently with paying the first tranche of the Performance Security:

"Despite paragraph (b) above, if the Organizer elects to provide a Deposit rather than a Letter of Credit and provides its financial statements ("Financial Statements") as well as its financial plan to fund the Deposit"

"Financial Statements" means the Organizer's complete most current (no less current than most recent completed fiscal year) financial statements, including balance sheet, statement of income and expenses (profit/loss), changes in financial position, and all notes and assumptions to financial statements, all as prepared by a Chartered Professional Accountant and either (i) audited by a Chartered Professional Accountant along with the attestation of that auditor, or (ii) certified correct by a director of the Organizer and accompanied by the Corporate Income Tax Returns of the Organizer for the prior 2 years showing alignment of the account balances in the financial statements with the account

Mailing Address:
453 West 12th Avenue
Vancouver, BC V5Y 1V4
Canada

Delivery Address:
300-575 West 8th Avenue
Vancouver, BC V5Z 0C4
Canada

Telephone: (604) 873-7512
Fax: (604) 873-7445
{01797449v2}



balances reported to Canada Revenue Agency in the Corporate Income Tax Returns.”

2. Breach of Section 5(u) requirements to provide proof of insurance and the related insurance certificate on or before February 2 (as conditionally extended by City to February 17), 2022:

“(u) the Organizer will comply at all times with the insurance requirements for the Event as set out in the attached Schedule A to this Agreement. The Organizer will deliver to FASE a certificate of insurance (on the form provided by the City) evidencing the insurance coverage required by the City within 7 days of executing and delivering this Agreement to the City”

3. Breach of Section 2(a) requirements to secure the Private Property Licences (for the Concord and other non-City lands needed for the Formula E Event) on or before March 28, 2022:

“At least 95 days prior to commencement of the Event Dates, the Organizer hereby agrees to: (a) obtain from all adjacent third party private property owners the necessary licence or lease of the areas owned by them (“Private Property Licences”) as shown on the Organizer’s initial concept plans provided to the City as being required to facilitate the Event and provide full, accurate executed copies of same to the City along with the Organizer’s irrevocable consent to verify the contents of each Private Property Licence with each applicable third party”

4. Breach of Section 2(b) requirements to provide the necessary traffic management plan and other submittals on time so as to enable the City’s Film and Special Events (FASE) Office to issue the required event permit on or before March 28, 2022:

“At least 95 days prior to commencement of the Event Dates, the Organizer hereby agrees to:

(b) obtain a Permit from FASE for the Event”

5. Breach of Section 6 requirements to secure the Community Benefits Agreement on or before March 28, 2022:

“No later than 95 days prior to the start of the Event Dates, the Organizer must enter into a Community Benefits Agreement (“CBA”) which agreement must be substantially compliant with the City’s Community Benefits Agreement Policy (the “CBA Policy”) and be on such other terms and conditions satisfactory to the General Manager of Arts, Culture and Community Services and the Director of Legal Services.”

6. Breach of Section 7(b) requirements to secure the Event Impacts Reporter on or before March 28, 2022:

“(b) Accordingly, the Organizer will at least 95 days prior to the start of the Event Dates, contract with an independent third party consultant (“Event Impact Reporter”) to be approved by the City, acting reasonably so as to ensure the

contractual terms include the City as a third party beneficiary (but without any liability for payment or other obligations) to the contract and so as to ensure the Event Impact Reporter is arms' length from both the Organizer and the City and to ensure that such contract requires the Event Impact Reporter to undertake (at the Organizer's sole cost and expense) research relating to Inbound Visitation Numbers (as defined below) and Other Event Impact Information (as defined below) and obtain such data as the parties consider to be reasonably necessary to calculate Inbound Visitation Numbers and collect and report on Other Event Impact Information."

(the "**Breaches**").

Pursuant to Section 9(e)(i) of the Agreement, the failure of OSS to remedy the Breaches within 15 calendar days of this notice will give rise to the City's right to terminate the Host City Agreement with immediate effect upon written notice.

Notice Requiring Access to All Records

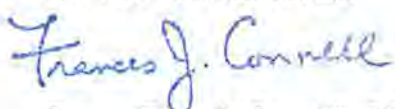
Nonetheless, the City wishes to work with OSS in good faith in this matter and in this regard would benefit from a better understanding of OSS's operational and financial challenges. Accordingly, the City now gives formal legal notice pursuant to Section 9(a) that OSS is required to provide the City with full access to the City and to provide the City with the ability to conduct a full inspection of all of OSS's records relating to the Formula E Event and would like this access on or before the 5 Business Days from this notice as required by the Host City Agreement.

As you know, Section 9(a) requires OSS to maintain all of its business records relating to the Event in Vancouver and so please advise of the address and contact name and telephone number of the person who will provide the City with this required access.

Should you have any questions regarding this notice please contact Geoff Teoli, Senior Branch Manager, Engineering – Film and Special Event Branch.

Yours truly,

CITY OF VANCOUVER



Per: Francie Connell, QC
City Solicitor

FJC/CKO:hkg

cc: Geoff Teoli

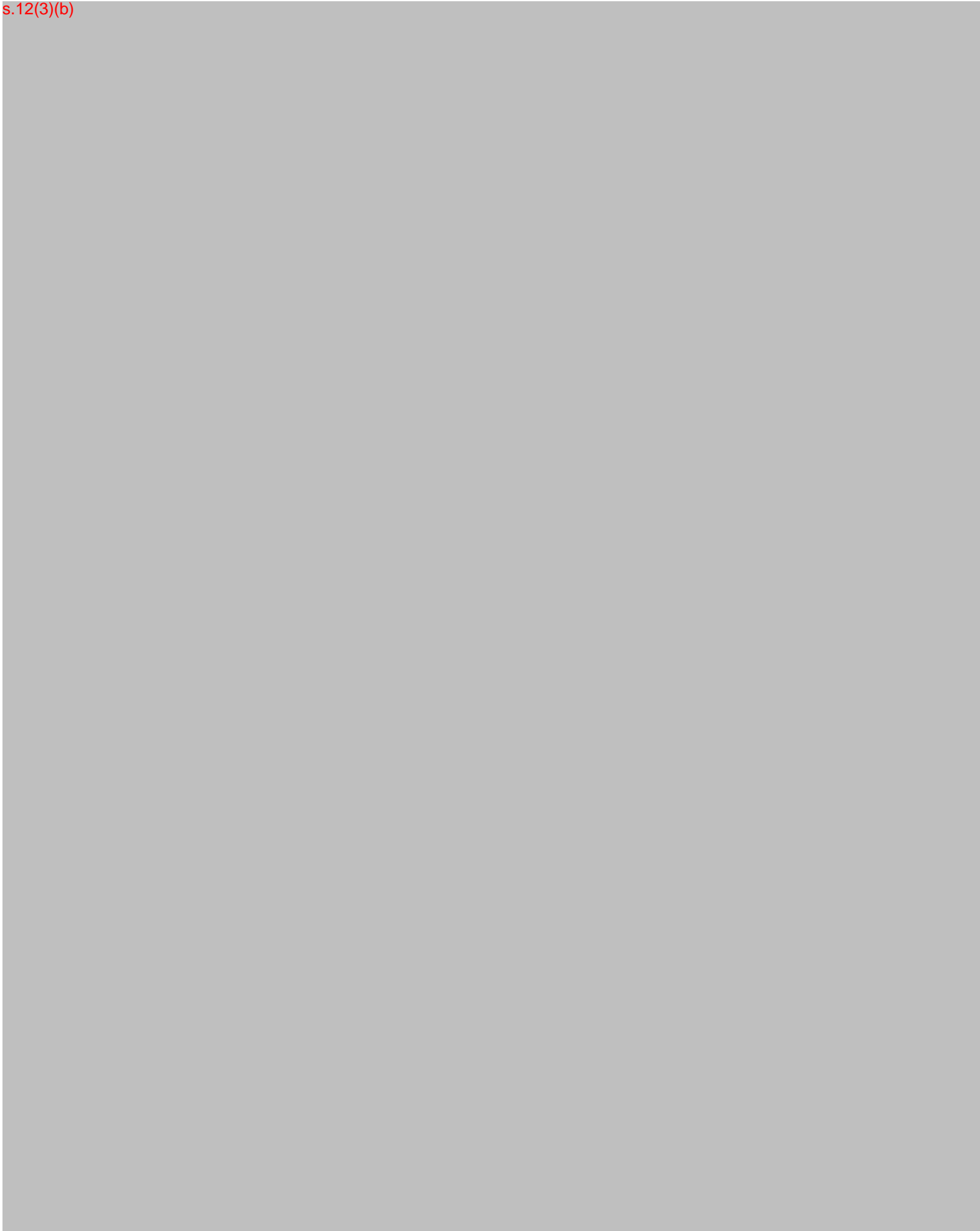






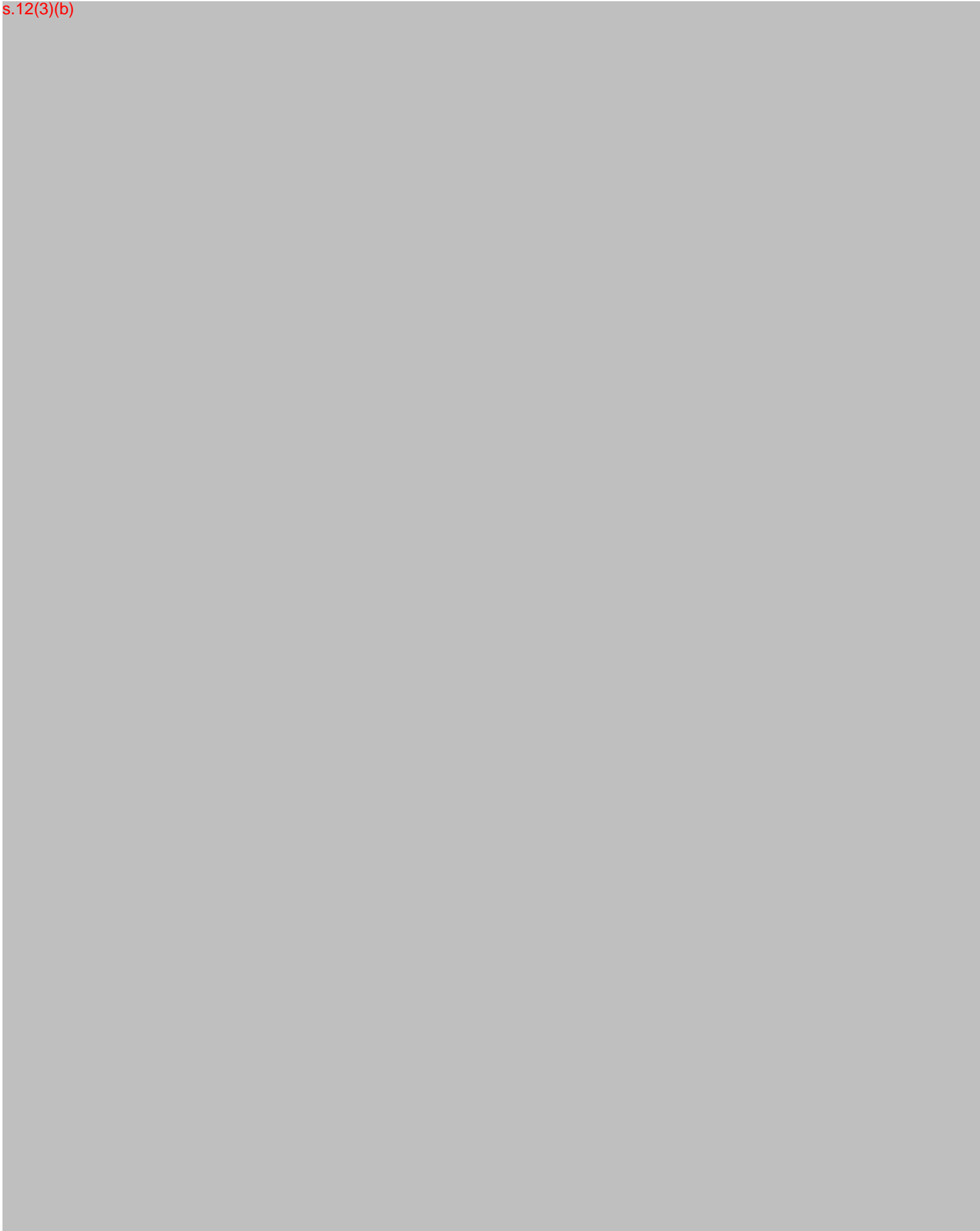








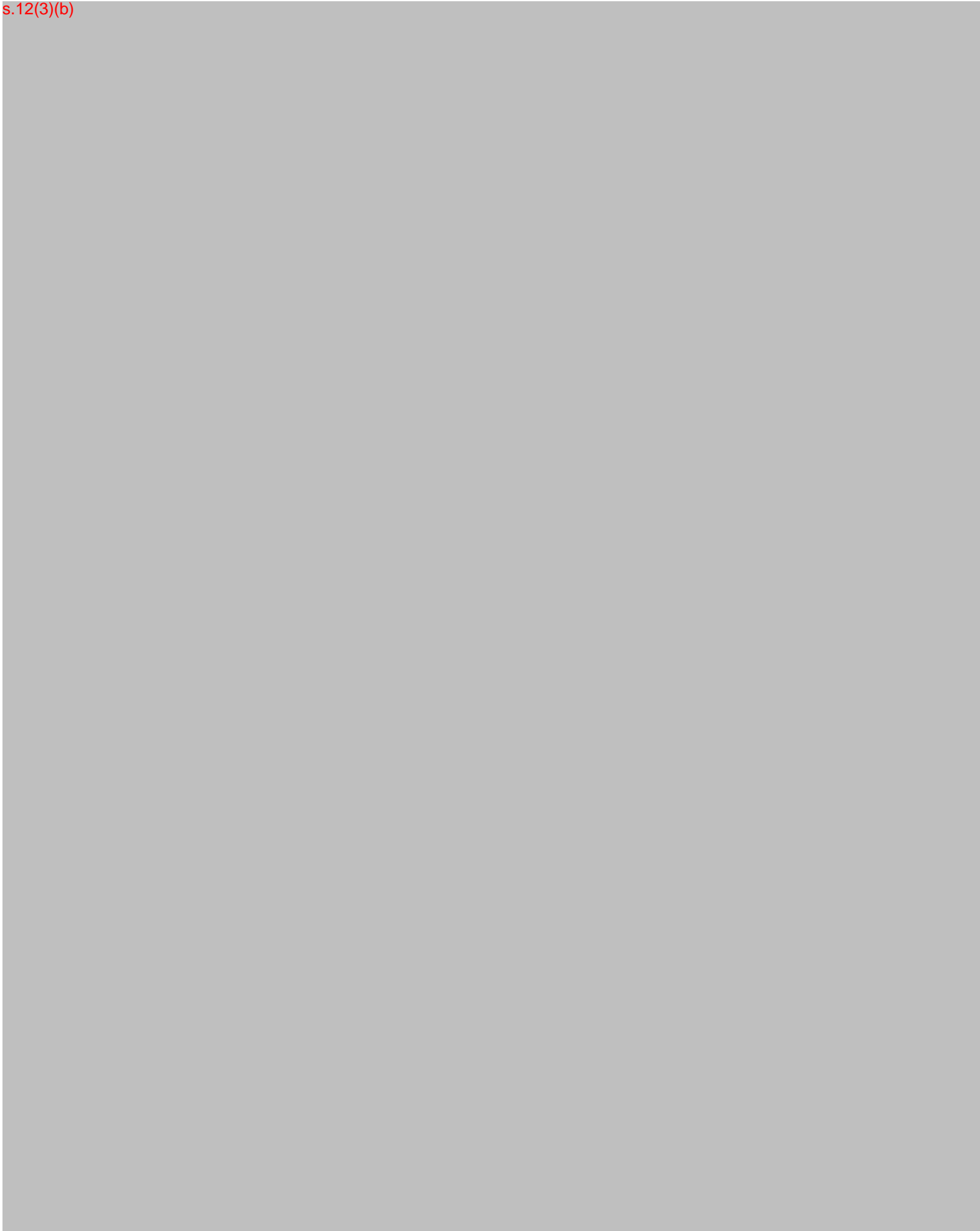
































From: ["Levitt, Karen" <karen.levitt@vancouver.ca>](mailto:karen.levitt@vancouver.ca)
To: ["Direct to Mayor and Council - DL"](#) s.15(1)(l)
Date: 3/14/2022 3:28:22 PM
Subject: Confidential Formula E Update

CONFIDENTIAL

Dear Mayor and Council,

s.13(1)



s.13(1)

All the best,

Karen

Karen Levitt, Deputy City Manager (she/her)
karen.levitt@vancouver.ca **telephone** (604) 873-7251

The City of Vancouver acknowledges that it is situated on the unceded traditional territories of the xʷməθm̓əṇ̓əm/Musqueam, ḥəw̓əṇ̓əm/Squamish and səlilwətaʔ/Tsleil-Waututh nations.

From: ["Levitt, Karen" <karen.levitt@vancouver.ca>](mailto:karen.levitt@vancouver.ca)
To: ["Direct to Mayor and Council - DL"](#) s.15(1)(l)
Date: 4/1/2022 6:02:26 PM
Subject: Confidential

CONFIDENTIAL

Dear Mayor and Council –

s.12(3)(b), s.13(1)



All the best,

Karen

Karen Levitt, Deputy City Manager (she/her)
karen.levitt@vancouver.ca telephone (604) 873-7251

The City of Vancouver acknowledges that it is situated on the unceded traditional territories of the xʷməθm̓səl̓ (Musqueam), sḵw̓m̓ (Squamish) and səl̓ilwətaɣ (Tsleil-Waututh) nations.

s.14



From: "Levitt, Karen" <karen.levitt@vancouver.ca>
To: "Matthew Carter" <mcarter@ossgroup.org>
Date: 3/3/2022 5:12:33 PM
Subject: March 28th Deliverables
Attachments: 2022-03-03 Formula E- Contract Deliverables.docx

Hi,

Thanks for the call just now.

Here is a list of all the things due to the City by March 28th. You may have this list already, and if you do, you can ignore.

As discussed, if you can get draft versions to our FASE in advance of March 28th so our team can start early reviews on some of these, that would be super helpful.

Take care,

Karen

Karen Levitt, Deputy City Manager (she/her)
karen.levitt@vancouver.ca **telephone** (604) 873-7251

The City of Vancouver acknowledges that it is situated on the unceded traditional territories of the xʷməθm̐čəm/Musqueam, ɬəɬəw̓ 7mesh/Squamish and səliwətaʔ/Tsleil-Waututh nations.

Insurance Certificate	Proof of insurance on City provided insurance form	FASE	Thursday, Feb. 17th	Waiting for delivery	Have sent email as directed by Legal, requesting submission of emails. Suggested it will take 7-10 business days = March 11th	Desiree's comments
Community Engagement Plan	Review and accept OSS; detailed plan on how OSS will conduct meaningful engagement and communication with area residents and businesses	FASE	Monday March 28th	Underway	Waiting for OSS to deliver detailed comms plan, links to TMP	This is required as it informs the next steps we take on community engagement
Economic Benefits Consultant Hire	OSS to confirm contract with 3rd party to conduct economic benefits tracking and report on metrics, at a minimum as defined in contract	Sport Hosting?	Monday, March 28th	Underway	Have asked Michelle C. to send list of possible contractors to OSS- Need confirmation that they have hired this consultant.	We need confirmation of who this consultant will be

EV charging legacy commitment	OSS to pay City s.21(1) for EV charging legacy or may provide in-kind if approved by the City, In-Kind proposal required Council approval	Sustainability	Monday March 28th	Underway	May need to increase security deposit if in-kind plan looking like it won't work.	We need an overall document outlining how they plan on meeting this requirement for Sustainability review and approval
Confirmation of Private Property Agreements	OSS to provide evidence of contracts with Private Property owners (i.e. Concord, Arenas, etc.)	FASE	Monday, March 28th	Underway	Community Park SROW? Have received legal opinion that Concord is required to submit a request for use of space to "Director of Planning", have identified John Greer as initial contact with a possibility it may need to go to Theresa O'Donnell if necessary. Have communicated the requirement to Concord.	Concord needs to submit outlines of requested items to DoP John Greer
Traffic Management Plan	□ First draft is critically required by Engineering Services, VPD and Board of Parks and Recreation	FASE	Monday, March 28th	Underway	OSS has delivered a very rough draft of Traffic Management Plan (but is not nearly detailed enough to provide comprehensive feedback)	We are awaiting initial comments from Traffic Management on the high level draft that was submitted, but we need a more robust Traffic Management Plan as this informs all the other pieces of the event plan. All FEST Committee stakeholders are waiting for this information to proceed to next steps.

Seawall Management Plan	Seawall: Plan for maintaining public access to seawall, including detour plan if required	FASE/Park Board	Monday, March 28th	Underway	Possible need for Seawall closure and detour. Will need to get Council to remove requirement from Motion?	We need one document from OSS outlining all seawall options.
Community Benefits Agreement	Enter into CBA that meets minimal requirements listed in contract; including procurement and hiring metrics	ACCS	Monday, March 28th	Underway	ACCS has assigned Natalie Lue. Initial meeting with OSS took place 03/02/22. Follow up required.	Natalie is sending them a CBA template, but we will need a document outlining how they plan to satisfy (working draft is fine) all the CBA requirements (MST engagement, youth at risk, local artists, etc.)
Outdoor Concert Licensing	Licensing to approved outdoor concert - Nickleback et al	Licensing	Monday, March 28th	Underway	Licensing has concerns, technically not permissible, however history of outdoor music events on site. Sarah Hicks looking into it.	They need to submit a comprehensive concert plan to Licensing asap.

From: "Silva, Octavio" <Octavio.Silva@vancouver.ca>
To: "Levitt, Karen" <karen.levitt@vancouver.ca>
Date: 1/28/2022 3:03:50 PM
Subject: Park Board Formula E Update

Hi Karen,

Following up on your request (and my jabber conversation with Geoff), attached is a summary of the information that we've requested from the Formula E organizers to support work on our end (Board review/approval, legal agreement, event permitting, etc.)

1. Site program & details of the event program/activities that will take place at Creekside Park
2. Production schedule & timelines for load-in/load-out, duration of park closure
3. Preliminary site plan & site boundaries, entrance/exit locations, proposed structures, etc.
4. Seawall management plan/TMP & plan for maintaining seawall access, including detour plan if needed
5. Alcohol service requirements & licence details, including consumption locations, capacity, hours of service
6. Community benefits & legacy contributions, sustainability initiatives, equity programs
7. Update on stakeholder engagement/discussions (MST, Dragon Boat Society, etc.)

In terms of timelines:

- We established a direct line of dialogue with Phillip in October 2021 (prior to that, they were assuming that discussions/agreements with the City would also apply to Park Board; despite the guidance/direction provided by Geoff to the contrary)
- Had in-person/on-site meeting with Phillip on November 16, 2021; above information requested at that time
- Phillip provided some high level information on December 10, 2021 to support our in-camera Board briefing on December 13, 2021 (most of the information was a compilation from documents they provided in the past, and lacked the specific detail required)

- After not receiving information in advance of the holiday break, we met with Phillip and Kirsten Mihailides on January 10, 2022, to again go over list of required information; follow-up email with list of requirements sent on January 11, 2022
- Phillip committed to providing information by January 24, 2022; have yet to receive any of this information but have been told that it will be coming this afternoon

Sorry for all the detail, but wanted to provide full context.

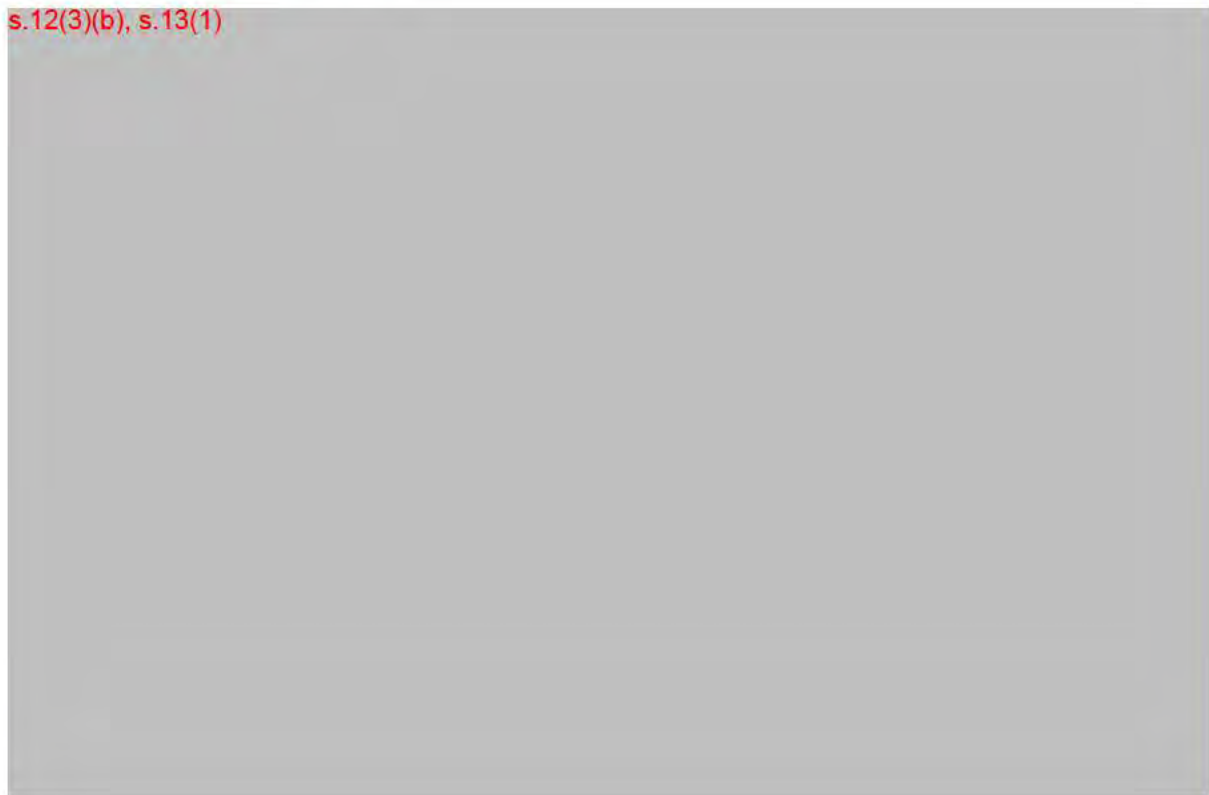
Thanks,
Octavio

From: ["Levitt, Karen" <karen.levitt@vancouver.ca>](mailto:karen.levitt@vancouver.ca)
To: ["Direct to Mayor and Council - DL" s.15\(1\)\(l\)](#)
Date: 4/5/2022 6:22:26 PM
Subject: RE: Notice of Default to OSS and Public Messaging - Confidential

CONFIDENTIAL

Thanks for this Councillor Wiebe.

s.12(3)(b), s.13(1)



Thanks,


Karen

From: Wiebe, Michael <Michael.Wiebe@vancouver.ca>
Sent: Tuesday, April 5, 2022 6:04 PM
To: Levitt, Karen <karen.levitt@vancouver.ca>
Subject: Re: Notice of Default to OSS and Public Messaging - Confidential

Hi Karen,

Thank you for your clarification.

s.12(3)(b), s.13(1)



Regards,

Michael Wiebe

Vancouver City Councillor

Assistant | Sarah Basi

City of Vancouver | Council Support

604.871.6712 | sarah.basi@vancouver.ca

I am humbly thankful that I live and work on the territories of the xʷməθŋ̱w̱əəm (Musqueam),
Skwx̱w̱ú7mesh (Squamish), and səliłwətaʔ (Tsleil-Waututh) Nations

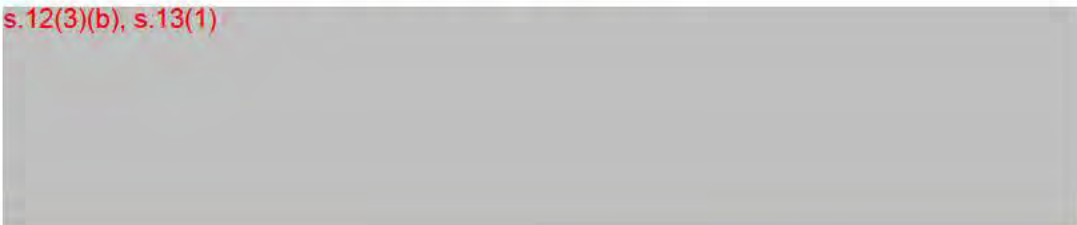
On Apr 5, 2022, at 5:45 PM, Levitt, Karen <karen.levitt@vancouver.ca> wrote:

\u-257 ?

CONFIDENTIAL

In response to Councillor Wiebe's question below:

s.12(3)(b), s.13(1)



s.12(3)(b), s.13(1)

Thanks,

Karen

From: Wiebe, Michael <Michael.Wiebe@vancouver.ca>

Sent: Tuesday, April 5, 2022 5:39 PM

To: Levitt, Karen <karen.levitt@vancouver.ca>

Subject: Re: Notice of Default to OSS and Public Messaging - Confidential

Hi Karen,

s.12(3)(b), s.13(1)

Regards,

Michael Wiebe

Vancouver City Councillor

Assistant | Sarah Basi

City of Vancouver | Council Support

604.871.6712 | sarah.basi@vancouver.ca

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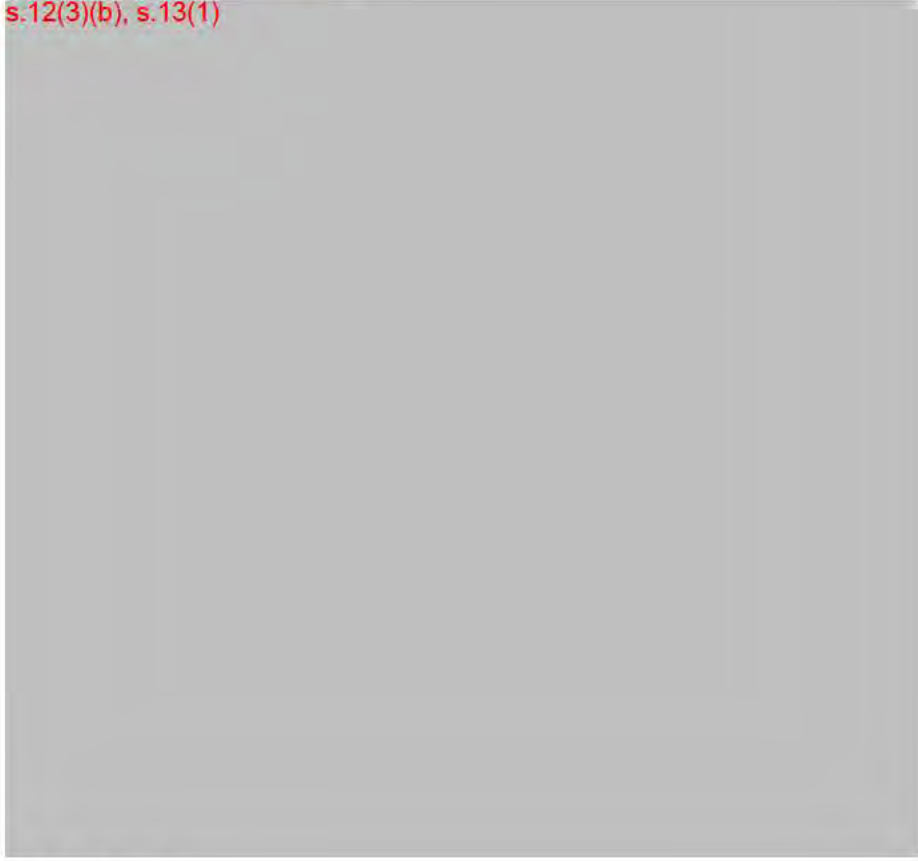
On Apr 5, 2022, at 5:30 PM, Levitt, Karen
<karen.levitt@vancouver.ca> wrote:

\u-257 ?

CONFIDENTIAL

Dear Mayor and Council ☐

s.12(3)(b), s.13(1)



All the best,

Karen

Karen Levitt, Deputy City Manager (she/her)
karen.levitt@vancouver.ca **telephone** (604) 873-7251

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