

File No.: 04-1000-20-2023-074

May 31, 2023

s.22(1)

Dear s.22(1)

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

I am responding to your request of February 8, 2023 under the *Freedom of Information and Protection of Privacy Act* for:

Record of invoices, contracts, and descriptions of projects, scope, and deliverables related to payments from the City to Fairview Strategy Inc., including a \$31,500 payment in 2021. Date range: January 1, 2021 to February 7, 2023.

All responsive records are attached.

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 (#04-1000-20-2023-074); 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)

:pm



SERVICES CONTRACT

City of Vancouver (the “City”)

AND: Fairview Strategy Inc. (the “Contractor”)

having the following address:

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

Tel Number: 604.873.7244
Email: Melissa.DeGenova@vancouver.ca

having the following address:

377-1231 Pacific Blvd
Vancouver, British Columbia, Canada
V6Z 0E2

Tel Number: 604.763.4490
Email: mike@rushbrooke.ca

Name of City Project Manager: Councillor De Genova

This contract for services is comprised of this cover page, the following parts A, B, C, D and E, the attached Services Contract Terms and Conditions, and any other attachments, schedules, appendices or annexes expressly referred to in the aforementioned parts A, B, C, D and E, and the signature blocks following Part F below. By signing below, the City and the Contractor hereby agree to be bound by the terms of this contract.

PART A - SERVICES:

SUMMARY:

To supply 350 hours of professional services and any or all required equipment to deliver communication support and training including digital content creation. The City Project Manager may choose to self-publish this content through digital means. The Contractor will provide some or all of the required equipment needed for training, as well as the following services:

1. Policy Research, Strategic Counsel, and External Communications:
 - Policy Research and Draft Policy Motions
 - External media management
 - Communication and Outreach to Constituents
 - Social Media: including key messaging and targeting reach and delivery
2. Council and Legislative Liaison:
 - Attend constituency meetings both with Councillor De Genova, or in her place if she cannot attend
 - Engage with the Mayor and Councillor, their staff, and city staff on behalf of Councillor De Genova

Start Date: July 01, 2021 (the “Start Date”)

The Contractor agrees to complete the Services by: December 31, 2021 (the “End Date”)

PART B - FEES AND EXPENSES:

Billing Date(s): See Section 20 of the Services Contract Terms and Conditions

Fees: \$25,500 plus GST (but including PST if any) as the project fee towards 350 hours of professional services

Definitions:

Expenses: [Tick applicable ONE; tick one.]
 Reimbursable by the City but only in accordance with this Contract (see the Services Contract Terms and Conditions); or
 Not reimbursable (included in fees)

“GST” means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time.

“PST” means the provincial sales tax payable and imposed pursuant to the Provincial Sales Tax Act (British Columbia), as amended or replaced from time to time.

Maximum Amount of Fees and Expenses (the “Maximum Amount”):
\$25,500 plus GST (but including PST if any)

PART C: APPROVED SUBCONTRACTORS

None.

PART D: INSURANCE

Without limiting any of its obligations or liabilities under this Services Contract, the Contractor will obtain and continuously carry and will cause its subcontractors to obtain and continuously carry during the term of the Services Contract at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:

- (a) Commercial general liability insurance with a limit of not less than \$2,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Contractor and the Contractor’s personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Contractor or the actions of the Contractor or the Contractor’s personnel. The policy will contain a cross-liability clause in favour of the City and will name the City and the City’s officials, officers, employees and agents as additional insureds;
- (b) All-risks property insurance covering the Contractor’s property of every description containing a provision in which the insurer waives all rights which it may acquire by payment of a claim to recover the paid amount from the City or its officials, officers, employees or agents; and
- (c) Automobile insurance covering all vehicles owned, leased or operated by the Contractor in connection with this Services Contract, including third party legal liability insurance in an amount not less than \$2,000,000 per occurrence, or such higher amount as the City may require from time to time.]

All insurance policies required by this Services Contract will be in a form, in amounts and with insurers acceptable to the City. All policies will provide that the insurer will provide the City with sixty (60) days’ prior written notice of any material change, lapse or cancellation of the policy. Notice must identify the contract title, number, policy holder, and scope of work.

The Contractor and each of its subcontractors will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.

Neither the providing of insurance by the Contractor in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Contractor from any other provisions of the Services Contract with respect to liability of the Contractor or otherwise.

The insurance coverage will be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City or its officials, officers, employees, or agents will be excess of the Contractor’s insurance and will not contribute with it.

Prior to the Start Date, the Contractor will provide the City with evidence of all required insurance in the form of a "Certificate of Insurance" (on the City's form).

The Certificate of Insurance will identify the contract title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. The Contractor will provide proof of insurance, in the form of a Certificate of Insurance or certified copies of all insurance policies to the Manager, Contracts and Administration at any time immediately upon request.

The Contractor will provide in its agreements with its subcontractors clauses in the same form as in this Part D. Upon request, the Contractor will deposit with the City detailed certificates of insurance for the policies it has obtained from its subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.

The Contractor will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

PART E: ADDITIONAL TERMS

None.

The parties hereto have duly executed this Contract as of the 29 day of June, 2021.

SIGNED AND DELIVERED on behalf of the City by its authorized signatory(ies):

Per: George Kavounas
Paul Bruce, Acting Chief Purchasing Official

SIGNED AND DELIVERED on behalf of the Contractor by its authorized signatory(ies):

Per: [Signature]
Mike Witherly, Principal

Approved as to Form:

J.M. De Genova
Councillor Melissa De Genova

SERVICES CONTRACT TERMS AND CONDITIONS

A. CONTRACTOR'S OBLIGATIONS

1. **Performance of Services.** The Contractor agrees to provide the City with the services described in PART A (and in any schedule referred to therein), including, without limitation, and to the extent not expressly described in PART A (or in any such schedule), all services necessary or incidental to the completion of the services contemplated and described therein (the "Services"), all in accordance with the Services Contract (this "Contract"). The Contractor must provide the Services commencing on the Start Date described in PART A and in accordance with the delivery schedule (if any) specified in PART A (or in any schedule referred to therein), regardless of the date of execution or delivery of this Contract. The Contractor must comply with the City's instructions in performing the Services, but unless otherwise specified herein, the Contractor shall at all times retain control over the manner in which those instructions are carried out.
2. **Provision of Service Inputs.** Unless otherwise specified herein, the Contractor must supply and pay for all labour, materials, permits and approvals (including from any relevant government authority) necessary or advisable to provide the Services.
3. **Standard of Care and Applicable Laws.** The Contractor must perform the Services to the standard of care, skill, and diligence prescribed herein, or where not prescribed herein, to the standard customarily maintained by persons providing, on a commercial basis, services similar to the Services, and in accordance with all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Contractor and its personnel and the Services.
4. **Warranty.** Without limitation to any additional warranties provided by the Contractor, whether indicated on the face of this contract or otherwise provided, the Contractor warrants that: (a) all goods, provided by the Contractor in connection with its performance of the Services ("Goods"), shall be of merchantable quality and free from defects in workmanship and materials; (b) all Goods shall strictly conform to applicable samples, specifications and drawings; (c) all Goods and Services shall be fit for the purpose intended by the City; (d) all Goods shall be free and clear of all liens, charges and encumbrances; (e) the Goods and Services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies; (f) the shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and (g) the Goods and Services shall comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified on the face of this Contract or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the Goods and Services by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the Goods and Services furnished by the Contractor, or if the Goods and Services do not conform to the terms and conditions of this Contract, the City may at its option (a) require the Contractor to promptly replace, redesign or correct the defective and non-conforming Goods and Services at no expense to the City, or (b) the City may replace or correct the defective Goods and Services and charge the Contractor with all expenses incurred by the City. The Contractor agrees to indemnify and save harmless the City, its officials, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Contractor hereunder.
5. **Contractor Personnel.** The Contractor must ensure that all persons it employs or retains to perform the Services are competent to perform them and are properly trained, instructed, and supervised, and that all such persons comply with the provisions of this Contract.
6. **Reporting.** The Contractor must, upon the City's request, fully report to the City on all work it does or has done in connection with providing the Services.
7. **Deliverables.** As a result of or as part of providing the Services, the Contractor may receive, create, produce, acquire or collect items including, without limitation, products, goods, equipment, supplies, models, prototypes and other materials; information and data; reports, drawings, plans, designs, depictions, specifications and other documentation (collectively, "Deliverables"). Deliverables do not include items that are: not required to be produced by the Contractor or supplied to the City as part of or together with the Services unless the City pays for such items; or specified in this Contract as being excluded from the Deliverables category; or items which pre-existed the effective date of this Agreement that are owned by a third party or that are used by the Contractor as part of the services provided to any of its other customers. All Deliverables will be owned solely by the City unless otherwise expressly provided herein and the City will have the complete right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation. The Contractor waives, in favour of the City, all moral rights in the Deliverables, transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable. The Contractor will permit the City to inspect and copy all Deliverables.

8. **Confidentiality.** The Contractor acknowledges that, in performing the Services required under this Contract, it may acquire information about matters which are confidential to the City, which information is the exclusive world-wide property of the City or its suppliers or citizens, as the case may be. The Contractor undertakes to treat as confidential all Deliverables and all information received by reason of its position as Contractor and agrees not to disclose the same to any third party either during or after the performance of the Services under this Contract, without the City's express prior written consent.
9. **Insurance.** The Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, the insurance coverage (if any) described in PART D (including the type and form of policy, the coverage amounts, and the amount of deductible). If no insurance coverage is specified in PART D, the Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, such insurance as would be obtained by a prudent consultant or contractor providing services similar to the Services. The Contractor must provide written proof of such insurance coverage upon the written request of the City.
10. **WorkSafeBC.** The Contractor agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full. The Contractor will provide the City with the Contractor's and each subcontractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the contractor and each subcontractor is in good standing with WorkSafeBC prior to the City having any obligation to pay monies under this Agreement.

Whenever the Contractor is required or permitted to perform any Services on any City sites, the Contractor is now appointed and now accepts appointment as the "prime contractor" in connection with such Services and will fulfil its obligations as Prime Contractor in accordance with the Workers Compensation Act (British Columbia), and the regulations thereunder, and the Contractor shall comply with all applicable health and safety laws.
11. **City Business Licence.** The Contractor will maintain a valid City of Vancouver business licence in good standing throughout the duration of this Contract.
12. **Resolution of Disputes.** This Contract will be governed by the laws of British Columbia and the parties now irrevocably attorn to the exclusive jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution. The Contractor shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute.
13. **Independent Contractor.** This Contract is a contract for services and neither the Contractor nor the Contractor's personnel or permitted subcontractors, are, or deemed to be, partners, appointees, employees or agents of the City. The Contractor will not represent to anyone that the Contractor has any authority to bind the City or that the Contractor is an employee or agent of the City.
14. **No Assignment or Subcontracting.** The Contractor will not assign or subcontract (other than to persons listed in PART C (or a schedule referred to therein)), either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Contractor), this Contract or any right or obligation of the Contractor under this Contract, without the prior written consent of the City, which consent may be arbitrarily withheld. No assignment or subcontract, whether consented to or not, relieves the Contractor from any obligations under this Contract. The Contractor must ensure that any assignee or subcontractor fully complies with this Contract in performing the Services and nothing in this Contract creates any contractual relationship between a subcontractor and the City.
15. **Conflict of Interest.** The Contractor must not provide any services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to the City under this Contract.
16. **Release and Indemnification**
 - a. **Release**

The Contractor now releases the City and the City's personnel from all losses including those caused by personal injury, death, property damage or loss, and economic loss, arising out of, suffered or experienced by the Contractor or the Contractor's personnel in connection with their performance of the Services.
 - b. **Acceptance "As Is"**

In undertaking the Services, the Contractor acknowledges that it has inspected the City's site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all the Contractor's personnel.

c. **Indemnity**

Despite any insurance which may be placed by the City, the Contractor now agrees to indemnify and save harmless the City and its officials, officers, employees, agents, successors, assigns and authorized representatives (in each case, an "Indemnified Party") from and against all costs, losses, claims, damages, actions and causes of action ("Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the completion of the Services or sooner cancellation of this Contract, that arise out of any act or failure to act of the Contractor or the Contractor's personnel, permitted assignees or subcontractors in connection with the performance of this Contract, including any Claims that arise out of or are in any way related to unpaid WorkSafeBC assessments or the failure to observe safety rules, regulations and practices of WorkSafeBC, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party. Contractor shall not be liable under any circumstance to the City for any special, consequential, punitive, incidental, lost profit or other indirect damages, even if advised of the possibility of the same. Except for (1) Claims that are covered by the Contractor's insurance and (2) except for Claims which are uninsured but are caused by the Contractor and cause direct personal injury, death, or loss or damage to the City's property or disclosure of confidential or proprietary information of the City's, Contractor's total aggregate liability for any claim of any kind arising as a result of or related to this Contract, whether based in contract, warranty, or any other legal or equitable grounds, shall be limited to the amounts received by Contractor from City for the particular project(s) which form(s) the basis of such claim. The parties agree that the foregoing limitations represent a reasonable allocation of risk under this agreement.

d. **Separate from Other Remedies and Rights**

Nothing in this Contract (including this indemnity) will affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

e. **Survival of Release/Indemnity**

This Section 16 will survive the expiry or sooner termination of this Contract.

B. CHANGES TO SERVICES

17. **Changes.** The City may, at any time and from time to time and without invalidating this Contract, require a change to the Services and/or to the schedule for the delivery of the Services. Should the Contractor consider that any such request or instruction constitutes a change warranting amendment of the Maximum Amount, another price or the schedule for the Services set forth in the Contract, the Contractor must advise the City in writing prior to acting on any such request or instruction, and in any event within five (5) City of Vancouver business days of such request or instruction. In that case, the Maximum Amount, other price and/or schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as the City may determine, acting reasonably. Failing any such adjustment, the Services provided pursuant to the request or instruction will be deemed to be included within the prices specified herein, and to be subject to the schedule prescribed herein.

18. **Changes to Key Personnel.** The City may from time to time request reasonable changes to the key personnel of the Contractor engaged in performing the Services, and the Contractor shall comply with any such request. The Contractor shall not change any of such key personnel without the prior written approval of the City, which approval will not be unreasonably withheld.

C. PAYMENT

19. **Payment of Fees and Expenses.** In consideration for the satisfactory performance of the Services, The City will pay to the Contractor the fees specified in PART B (as supplemented by any schedule referred to therein), subject to this Section C. In addition, if the parties have specified in PART B that the Contractor's expenses are reimbursable in accordance with this Contract, the City will reimburse the Contractor for all expenses that: (i) are approved by the City in writing (in accordance with the City's existing policies and procedures for expense reimbursement) prior to their being incurred by the Contractor; (ii) are necessary, in the opinion of the City, to perform the Services; and (iii) are supported by proper receipts or other documentation satisfactory to the City (acting reasonably), provided always that the City reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Contractor in connection with its performance of the Services. If a "Maximum Amount" is specified in Part B, then the City is not, and shall not be, obliged to pay to the Contractor more than such Maximum Amount on account of aggregate fees (and, if applicable, expenses). Payment terms are "net 30 days" from the date of receipt of a valid invoice.

20. **Invoicing.** The Contractor will, by the 25th day of each month, provide to the City's Project Manager (named on the cover page of this Contract) a draft invoice with an attached detailed account of all charges to be claimed by the Contractor for the preceding month. The City's Project Manager shall review the draft, raise any concerns with the Contractor within ten working days and, after settlement of any issues (in the Project Manager's discretion), approve the draft invoice. The Contractor, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Contractor will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. Each invoice must contain:

- Contractor name, address and telephone;
- City purchase order number;
- Name of the City's Project Manager;

- Invoice number and date; and
- Tax registration number(s).

21. **Builders Lien Act.** If the Services to be performed under this Contract are subject to the holdback requirements set out in the *Builders Lien Act* (British Columbia) (the "Lien Act"), the City will withhold and discharge the required holdback amounts in accordance with the requirements set out in the Lien Act.
22. **Discharge of Liens and Withholding.** The Contractor will, if applicable, make payment and take all other steps which may be necessary so that no lien claims, including lien claims made under the Lien Act, are made in connection with the provision of the Services, and that the compensation payable to the Contractor by the City is not subject to attachment for debt, garnishing process or otherwise. In the event that any lien is filed in connection with the provision of the Services at any court or land title office, the Contractor shall immediately cause such lien to be discharged. The City may withhold from any payment due to the Contractor an amount sufficient to indemnify the City against any lien claim that could arise in connection with the provision of the Services, until such time as the lien has been discharged or other arrangements to satisfy such lien have been made by the Contractor.
23. **Withholding for Non-Residents.** If the Contractor is a non-resident of Canada, the City may withhold from any payment due to the Contractor such amounts as may be required to be withheld pursuant to the applicable provisions of the Canada *Income Tax Act* (the "ITA"). Any amount so withheld shall be remitted to the Receiver General for Canada or otherwise dealt with by the City strictly in accordance with the provisions of the ITA.
24. **Record Keeping.** The Contractor must maintain, and shall cause any subcontractors to maintain, time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to the City. The City or any of its authorized representatives will, for the purposes of audit and examination, have access and be permitted, upon reasonable notice to the Contractor, to inspect such records for review, copy and audit at any time and from time to time while this Contract is in effect and for a period of three years after the expiry or termination of this Contract for any reason.
25. **Currency.** Unless otherwise specified in this Contract, all references to money are to Canadian dollars.
- D. GENERAL**
26. **Time for Performance.** Time is of the essence in this Contract.
27. **Amendments.** No modification of this Contract is effective unless it is in writing and signed by all the parties.
28. **Entire Agreement.** This Contract constitutes the entire agreement between the parties as to performance of the Services, and replaces and supersedes any other agreements, correspondence or other discussions between the parties, whether or not any of the foregoing have been reduced to writing.
29. **Conflict.** If there is a conflict between a provision of a schedule to this Contract and the terms and conditions of this Services Contract, the provision in the relevant schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Contract.
30. **Severability.** If any provision of this Contract is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Contract, and any such void or unenforceable provision may be severed from this Contract without affecting the remainder of the Contract.
31. **Termination.** The City may terminate this Contract:
- a. Upon failure of the Contractor to comply with this Contract, immediately on giving written notice of termination to the Contractor, or
 - b. For any other reason, on giving at least 10 days' written notice of termination to the Contractor.
- If the City terminates this Contract under paragraph b. above, the City must pay the Contractor that portion of the fees and expenses described in PART B which equals the portion of the Services that was completed to the City's satisfaction before termination. That payment discharges the City from all liability to the Contractor under this Contract. If the Contractor fails to comply with this Contract, the City may terminate it and pursue other remedies as well.
32. **Binding Effect.** This Contract shall be binding on the Contractor's successors and permitted assigns and shall enure to the benefit of any successors and assigns of the City.
33. **Voluntary Agreement.** The Contractor acknowledges and declares that it has carefully considered and understood the terms of this Contract, that it has either consulted legal counsel or waived such right, and that it is executing this Contract voluntarily.
34. **Further Assurances.** The Contractor agrees that upon any reasonable request of the City, the Contractor will make, do, execute or cause to be made, done or executed all such other acts as may be required to more fully give effect to the terms and conditions hereof.
35. **Headings.** The headings used in the Parts and sections of this Contract are for convenience of reference only, and shall not operate to expand, modify or interpret the language therein.
36. **Counterparts.** This Contract may be executed in one or more counterparts, including by facsimile or other electronic transmission, and each of such

counterparts shall be deemed to be taken together to constitute one and the same original document.

37. **Additional Terms:** The additional terms set out in Part E (or in any schedule referred to therein) apply to this Contract. **END OF TERMS AND CONDITIONS OF SERVICES CONTRACT**

From: [Morales, Celeste](#)
To: [AP Central](#)
Cc: [Penney, Tina](#)
Subject: RE: Fairview Strategy invoice
Date: Tuesday, January 05, 2021 11:01:05 AM
Attachments: [20210105104702319.pdf](#)

Good morning!

The attached invoice was scanned originally on December 15, 2020, and it's addressed to Rosemary Hagiwara for approval. However, Rosemary Hagiwara is away until January 11, 2021, and the invoice has not been dealt with. I'm sending it again for processing. Could you kindly expedite the process and forward it to Tina Penney for approval.

Thanks,
Celeste

-----Original Message-----

From: no-reply@vancouver.ca <no-reply@vancouver.ca>
Sent: Tuesday, January 05, 2021 10:47 AM
To: Morales, Celeste <celeste.morales@vancouver.ca>
Subject: Message from "HN033"

This E-mail was sent from "HN033" (MP C4503).

Scan Date: 01.05.2021 10:47:02 (-0800)
Queries to: no-reply@vancouver.ca



Fairview Strategy

SCANNED
DEC 15/20

INVOICE

Fairview Strategy Inc.
#377 - 1231 Pacific Blvd.
Vancouver, British Columbia V6Z 0E2
Canada

(604) 763-4490
www.fairviewstrategy.com

BILL TO
City of Vancouver
Councillor De Genova
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4
Canada

(604) 873-7244

TINA PENNY

Invoice Number: 11

Invoice Date: December 14, 2020

Payment Due: December 14, 2020

Amount Due (CAD): \$5,250.00

| Services | Quantity | Rate | Amount |
|----------|----------|------|--------|
|----------|----------|------|--------|

| | | | |
|---|---|------------|------------|
| Communication Services Media training and communications services 5 of 5. | 1 | \$5,000.00 | \$5,000.00 |
|---|---|------------|------------|

ACCOUNT 531220/50023325
SIGNATURE _____
PARKED INV _____
DATE POSTED _____
VENDOR 128372

| | |
|--------------------------|------------|
| Subtotal: | \$5,000.00 |
| GST 5% (758553473): | \$250.00 |
| Total: | \$5,250.00 |
| Amount Due (CAD): | \$5,250.00 |

December 14, 2020



Fairview Strategy

INVOICE

Fairview Strategy Inc.
602 West Hastings
Suite 602
Vancouver, British Columbia V6B 1P2
Canada

(604) 763-4490
www.fairviewstrategy.com

BILL TO
City of Vancouver
Councillor De Genova
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4
Canada

(604) 873-7244

CELESTE MONTGOMERY

Invoice Number: 37

Invoice Date: July 7, 2021

Payment Due: July 7, 2021

Amount Due (CAD): \$5,250.00

Pay Securely Online

PO# 4500609181

| Services | Quantity | Rate | Amount |
|---|----------|------------|------------|
| Communication Services Media training and communications services | 1 | \$5,000.00 | \$5,000.00 |
| Subtotal: | | | \$5,000.00 |
| GST 5% (758553473): | | | \$250.00 |
| Total: | | | \$5,250.00 |
| Amount Due (CAD): | | | \$5,250.00 |

ACCOUNT: 531220 / 50023325

SIGNATURE: _____

PO: 4500609181

GR: 1000352681 / 5039149

IR: _____

VENDOR: 128372

Pay Securely Online



link.waveapps.com/gwd63t-2zx64k



CITY OF
VANCOUVER
 Fairview Strategy Inc
 377 - 1231 Pacific Blvd
 Vancouver BC V6Z 0E2

Salesperson / Telephone / Fax
 /604-357-3015/

CITY OF VANCOUVER
Purchase Order

PO number/date
 4500609181 / Jul 09, 2021
 Issuing employee/Telephone
 Elana Walker / 604 871 3179
 Our fax number Created by
 604 873 7057 WALKEEL
 Our email address
 elana.walker@vancouver.ca

Please bill to:
 Accounts Payable
 PO Box 7757
 Vancouver, BC, V6B 0L5
 Tel/Fax : 604-673-8355, 604-673-8356
 Remit to: APInvoice@vancouver.ca
 Inquiry : APCentral@vancouver.ca

Please deliver to:
 Attention: Celeste Morales
 City Clerk - Third Floor
 Councillor Melissa De Genova
 453 West 12th Avenue
 Vancouver BC V5Y 1V4

Delivery date Jul 09, 2021

Payment terms : Due upon receipt of invoice

Currency CAD

Services Contract already created and executed by the City Clerks Office - Dated July 1, 2021
 This PO is created to facilitate the vendor invoice payment.

| Item | Material # Order qty. | U/M | Description | Unit price | Delivery Date Ext. price | Tx |
|-------|--------------------------|------------|--|------------|-----------------------------|----|
| 00010 | 1.000 | Perf. unit | Media Training and Communication Srvcs | 25,500.00 | Jul 09, 2021 25,500.00 | IG |

Expected value of unplanned services: 25,500.00

| | |
|------------------------------------|-----------|
| Total net item value excluding tax | 25,500.00 |
| HST | 0.00 |
| Parking Tax | 0.00 |
| GST | 1,275.00 |
| PST | 0.00 |
| Total Including tax | 26,775.00 |

Tax code legend: IB - GST&PST Applied
 IG - GST Applied
 IM - GST Applied, PST Self-Assessed
 IN - Non-Taxable

| Item | Material # Order qty. | U/M | Description | Unit price | Delivery Date Ext. price | Tx |
|------|--------------------------|-----|---------------------------------------|------------|-----------------------------|----|
| | | | SB - GST&PST Applicable Self-Assessed | | | |
| | | | SG - GST Applicable Self-Assessed | | | |

PURCHASE ORDER TERMS AND CONDITIONS

PRECEDENCE OF DOCUMENTS:

If there is a written contract for the sale and purchase of the goods or services referred to on the first page of this purchase order (the "Supply"), which written contract has been entered into prior to the issuance of this purchase order and is existing between the person or company to which this purchase order is addressed (the "Vendor") and the City of Vancouver (the "City") as of the time of the issuance of this purchase order, then this purchase order shall not be construed as an amendment to, or as a waiver of any term of, or as a contract supplementary to, such pre-existing contract (the "Contract"). Rather, in such event, the Contract shall govern the Supply, and, notwithstanding any other statement herein, the terms and conditions herein shall have no effect, except as may be expressly referred to in the Contract, and save that this purchase order may be used for the City's accounts payable and supplier-management purposes and that the City requests that the Vendor include the number of this purchase order on all invoices and other documents relating to the Supply and that the Vendor direct invoices for the Supply to the address set forth above under "Please bill to." If there is no Contract (as defined above), a contract will be formed on the terms and conditions stated in this purchase order upon the Vendor's execution of this purchase order or the commencement of performance of the Supply, in the manner and to the extent stated under "Offer and Acceptance" below.

REQUIRED DOCUMENTATION:

Failure to meet these requirements may result in the goods and/or invoices being returned at the Vendor's cost.

- a. The purchase order number must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists and correspondence.
- b. A separate invoice must be rendered for each shipment or delivery and mailed or delivered with the goods to the Department/Division/Branch shown on the front of the purchase order. All invoices must bear a unique reference (invoice) number.
- c. A packing list must be included with each shipment applied against this purchase order.
- d. Where applicable, serial numbers are to be shown on the invoice including serial numbers of trade-in equipment.
- e. The Vendor shall provide appropriate labels and material safety data sheets for WHMIS regulated products. No product containing asbestos shall be supplied at any time without written authorization.

OFFER AND ACCEPTANCE:

The Vendor, by the execution of this purchase order or by the commencement of performance enters into a binding agreement of purchase and sale with the City for the supply of the goods and services as listed on the face of this purchase order subject to these terms and conditions.

The City's placement of this purchase order with the Vendor is expressly conditioned upon the Vendor's acceptance of all the terms and conditions contained on, attached to, or expressly incorporated by reference in this purchase order.

Any terms and conditions proposed by the Vendor that are inconsistent with or in addition to the terms and conditions of this purchase order are void and of no effect, whether provided in an invoice, confirmation of purchase or other instrument.

PAYMENT:

Payment by the City shall be made after final acceptance by the City of the goods and services, notwithstanding any previous passing of title to the goods.

PRICES/TERMS OF SHIPMENT:

Unless otherwise noted on the face of the purchase order:

- a. prices and shipping terms are DDP (Incoterms 2000); and
- b. prices include all packing, handling, cartage, taxes, duties and are otherwise all-inclusive.

DELIVERY:

Time is of the essence. The Vendor must advise immediately of any shortage or delay of any kind. If delivery of goods and services is not completed by the delivery date, the City reserves the right to terminate this purchase order in whole or in part and to purchase substitute goods and services elsewhere and charge the Vendor with any incidental or consequential damages that might be incurred.

WARRANTY:

Without limitation to any additional warranties provided by the Vendor, whether indicated on the face of the purchase order or otherwise provided, the Vendor warrants that: (a) all goods shall be of merchantable quality and free from defects in workmanship and materials; (b) all goods shall strictly conform to applicable samples, specifications and drawings; (c) all goods and services shall be fit for the purpose intended by the City; (d) all goods shall be free and clear of all liens, charges and encumbrances; (e) the goods and services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies; (f) the shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and (g) the goods and services shall comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified on the face of the purchase order or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the goods and services by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the goods and services furnished by the Vendor, or if the goods and services do not conform to the terms and conditions of this purchase order, the City may at its option (a) require the Vendor to promptly replace, redesign or correct the defective and non-conforming goods and services at no expense to the City, or (b) the City may replace or correct the defective goods and services and charge the Vendor with all expenses incurred by the City. The Vendor agrees to indemnify and save harmless the City, its members, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Vendor hereunder.

INSPECTION:

All goods and services are subject to inspection and approval by the City upon delivery. The City reserves the right to refuse acceptance of goods and services which are not in accordance with City's specifications or not in compliance with the Vendor's warranties (expressed or implied). Goods not accepted will be returned to the Vendor at the Vendor's expense. The City will not be deemed to have accepted goods and services by virtue of a partial or full payment for them and in no event unless and until the City gives the Vendor written confirmation of acceptance following the City's receipt, inspection and approval of the goods and services.

PASSAGE OF TITLE/RISK:

Despite any other term of this purchase order, risk of loss or damage to the goods and services will remain with the Vendor until the receipt, inspection and written approval of the goods and services by the City.

INSURANCE:

The Vendor shall purchase and maintain insurance appropriate for a prudent supplier of the goods and services. The Vendor shall provide proof of such insurance, if so requested by the City.

INDEMNITY:

The Vendor agrees to indemnify and save harmless the City, its members, officers, employees, assigns, agents and clients from any liability, loss, cost and expense arising directly or indirectly from claims, proceedings and investigations ("Losses") advanced by or on behalf of third parties to the extent such Losses are caused or contributed to by any breach of this agreement by the Vendor or negligence or willful misconduct by the Vendor or other party for whom the Vendor is responsible.

WAIVER AND LIMITATIONS OF LIABILITY:

The Vendor hereby waives and disclaims any right of action or claim against the City (other than for payment of the purchase price set forth on the face of this purchase order) for any liability, loss, cost and expense arising directly or indirectly from its supply of the goods and services listed on the face of this purchase order.

If, regardless of the foregoing, the City becomes liable on any basis to the Vendor its liability shall not in the aggregate exceed the purchase price set forth on the face of this purchase order.

WORKSAFEBC:

The Vendor shall maintain registration with WorkSafeBC and adhere to all WorkSafeBC practices relevant to the goods and/or services to be delivered by the Vendor under the terms of this purchase order.

CITY SUPPLIED PROPERTY:

Title to any items which have been supplied to the Vendor by the City, or paid for by the City, in advance of delivery by the Vendor of the goods and services ordered on the face of the purchase order, shall at all time be vested in the City. The risk of loss for such items shall remain with the Vendor until delivery to the City of such items, in the same conditions as originally received by the Vendor. The Vendor hereby agrees to be responsible for any and all loss or damage to the City's property while such property is in its possession or control.

Technical information, specifications, drawings, designs, building and floor plans and other documentation relating to the business or activities of the City disclosed by the City to the Vendor pursuant to this purchase order shall be held in strict confidence by the Vendor and shall remain the exclusive property of the City and may not be copied or reproduced without

the express written consent of the City.

INTELLECTUAL PROPERTY:

The Vendor shall defend, indemnify and hold harmless the City, its members, officers, employees, agents, clients, and the public from any expense, cost, loss, claim, damage, judgment or liability for infringement or alleged infringement of third party intellectual property rights including any patent, copyright, industrial design, trademark or trade secret with respect to the goods and services and their process of manufacture. The Vendor shall at its own expense defend or assist in the defence of, at the City's option, any action in which such infringement is alleged.

COMPLIANCE WITH LAWS:

In accepting this purchase order, the Vendor represents that it has complied and will continue during the performance of this purchase order to comply with the provisions of all applicable third party contracts, and all applicable laws. The laws of British Columbia govern this agreement, the courts of British Columbia have exclusive jurisdiction over any disputes under it, and all provisions of the International Sale of Goods Act (BC) are specially excluded.

NO PROMOTION OF RELATIONSHIP:

The Vendor must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City.

ASSIGNMENT:

This purchase order shall not be assigned or subcontracted by the Vendor without the prior written consent of the City.

CHANGES/MODIFICATIONS/TERMINATION:

The City reserves the right at any time, to cancel or terminate this purchase order in whole or in part by written or verbal notice confirmed in writing or to make changes in any one or more of the following: quantity, specifications, methods of shipment or packing, and place or timing of delivery. If any such change causes a change in the cost of or the time required for performance of this purchase order, an equitable adjustment shall be made in the price or delivery schedule, or both. No agreement or understanding to modify this purchase order shall be binding on the City unless in writing and signed by the City's authorized agent.

Purchase Order Confirmation

TO ALL VENDORS: To expedite the purchase order process and to ensure prompt payment, acknowledgement of the purchase order details is **mandatory**.

Please email your confirmation within 24 hrs to: elana.walker@vancouver.ca.

If confirmation is not received, no further changes to the purchase order will be accepted.

Before confirming the order please:

- ` Verify and check pricing is accurate
- ` Check material descriptions, part numbers and quantities for accuracy
- ` Supply pricing or estimates for any costs not included in the current purchase order

If there are any discrepancies, please contact the buyer within 24 hours to request adjustments.

Before shipping the order please:

- ` Ensure the purchase order number is shown on packing or shipping documents that are included with the shipment
- ` Advise the buyer if freight is not included (Non-Canadian Vendors: Please advise the buyer if freight and duty is not prepaid)
- ` For shipments from the U.S., please use our custom broker, Livingston International account #306008/020

Delivering to and Invoicing the City:

<http://vancouver.ca/doing-business/delivering-to-and-invoicing-the-city.aspx>

All invoices must be emailed in **PDF format only** to the remit to email address on the attached purchase order.

NOTE: Please submit one email per invoice.

Acknowledgement: PO: 4500609181

Name and Title: _____

Signature: _____

Date: _____



Fairview Strategy

INVOICE

Fairview Strategy Inc.

602 West Hastings

Suite 602

Vancouver, British Columbia V6B 1P2

Canada

(604) 763-4490

www.fairviewstrategy.com

City of Vancouver

Councillor De Genova

453 West 12th Avenue

Vancouver, British Columbia V5Y 1V4

Canada

(604) 873-7244

Invoice Number: 41

P.O./S.O. Number: 4500609181

Invoice Date: July 24, 2021

Payment Due: July 24, 2021

Amount Due (CAD): \$5,250.00

| Services | Quantity | Rate | Amount |
|------------------------|----------|--------------------------|-------------------|
| Communication Services | 1 | \$5,000.00 | \$5,000.00 |
| | | Subtotal: | \$5,000.00 |
| | | GST 5% (758553473): | \$250.00 |
| | | Total: | \$5,250.00 |
| | | Amount Due (CAD): | \$5,250.00 |



Fairview Strategy

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Fairview Strategy Inc.

602 West Hastings

Suite 602

Vancouver, British Columbia V6B 1P2

Canada

(604) 763-4490

www.fairviewstrategy.com

City of Vancouver

Councillor De Genova

453 West 12th Avenue

Vancouver, British Columbia V5Y 1V4

Canada

(604) 873-7244

Invoice Number: 43

P.O./S.O. Number: 4500609181

Invoice Date: August 24, 2021

Payment Due: August 24, 2021

Amount Due (CAD): \$5,250.00

| Services | Quantity | Rate | Amount |
|------------------------|----------|--------------------------|-------------------|
| Communication Services | 1 | \$5,000.00 | \$5,000.00 |
| | | Subtotal: | \$5,000.00 |
| | | GST 5% (758553473): | \$250.00 |
| | | Total: | \$5,250.00 |
| | | Amount Due (CAD): | \$5,250.00 |



Fairview Strategy

INVOICE

Fairview Strategy Inc.

602 West Hastings

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Vancouver, British Columbia V6B 1P2

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(604) 763-4490

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City of Vancouver

Councillor De Genova

453 West 12th Avenue

Vancouver, British Columbia V5Y 1V4

Canada

(604) 873-7244

Invoice Number: 47

P.O./S.O. Number: 4500609181

Invoice Date: September 24, 2021

Payment Due: September 24, 2021

Amount Due (CAD): \$5,250.00

| Services | Quantity | Rate | Amount |
|------------------------|----------|--------------------------|-------------------|
| Communication Services | 1 | \$5,000.00 | \$5,000.00 |
| | | Subtotal: | \$5,000.00 |
| | | GST 5% (758553473): | \$250.00 |
| | | Total: | \$5,250.00 |
| | | Amount Due (CAD): | \$5,250.00 |



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602 West Hastings

Suite 602

Vancouver, British Columbia V6B 1P2

Canada

(604) 763-4490

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City of Vancouver

Councillor De Genova

453 West 12th Avenue

Vancouver, British Columbia V5Y 1V4

Canada

(604) 873-7244

Invoice Number: 49

P.O./S.O. Number: 4500609181

Invoice Date: October 24, 2021

Payment Due: October 24, 2021

Amount Due (CAD): \$5,250.00

| Services | Quantity | Rate | Amount |
|------------------------|----------|--------------------------|-------------------|
| Communication Services | 1 | \$5,000.00 | \$5,000.00 |
| | | Subtotal: | \$5,000.00 |
| | | GST 5% (758553473): | \$250.00 |
| | | Total: | \$5,250.00 |
| | | Amount Due (CAD): | \$5,250.00 |

From: [Xu, Yin](#)
To: [AP Central](#)
Subject: fairview strategy
Date: Wednesday, February 16, 2022 4:21:23 PM
Attachments: [sapcsEF85DP77.tiff](#)

Hi:

Please scan and thank you

Yin Xu

Accounts Payable

Email: yin.xu@vancouver.ca

604.673.8366

Fairview Strategy Inc.

#377 - 1231 Pacific Boulevard
Vancouver BC V6Z 0E2
mike@rushbrooke.ca
https://fairviewstrategy.com/
GST/HST Registration No.: 758553473 RT 0001



Fairview Strategy

INVOICE

BILL TO
Councillor De Genova / *ROSEMARY HAGIWARA*
City of Vancouver
453 West 12th Avenue
Vancouver British Columbia
V5Y 1V4

INVOICE 133
DATE 25/01/2022
TERMS Net 30
DUE DATE 24/02/2022

| DATE | DESCRIPTION | TAX | QTY | RATE | AMOUNT |
|------------|------------------------|-----|-----|----------|----------|
| 25/01/2022 | Communication Services | GST | 1 | 5,000.00 | 5,000.00 |

| | |
|--------------------|-------------------|
| SUBTOTAL | 5,000.00 |
| GST @ 5% | 250.00 |
| TOTAL | 5,250.00 |
| BALANCE DUE | \$5,250.00 |

TAX SUMMARY

| RATE | TAX | NET |
|----------|--------|----------|
| GST @ 5% | 250.00 | 5,000.00 |

J M De Genova

ACCOUNT 531220/50023325

SIGNATURE _____

PARKED INV _____

DATE POSTED _____

VENDOR 128372

Morales, Celeste

From: Marshall, Erin
Sent: Tuesday, April 5, 2022 3:15 PM
To: Morales, Celeste
Subject: FW: [EXT] Invoice 53 from Fairview Strategy Inc.
Attachments: Invoice_53_from_Fairview_Strategy_Inc.pdf

Hi Celeste,

Please see below for Cllr. De Genova's approval.

Best regards,

Erin

Erin Marshall

Assistant to Councillors
Office of the City Clerk | City of Vancouver
t: 604.871.6710
e: erin.marshall@vancouver.ca

From: De Genova, Melissa <Melissa.DeGenova@vancouver.ca>
Sent: Tuesday, April 5, 2022 3:13 PM
To: Marshall, Erin <Erin.Marshall@vancouver.ca>
Subject: Fwd: [EXT] Invoice 53 from Fairview Strategy Inc.

Approved

Melissa De Genova **COUNCILLOR**

City of Vancouver
3rd Floor, City Hall
453 West 12th Avenue
Vancouver, BC V5Y 1V4
Direct: 604-873-7244
Cell: 604-366-9197
Twitter: @MelissaDeGenova
Facebook: @DeGenova4Vancouver

Assistant:
Erin.Marshall
Erin.Marshall@vancouver.ca
Direct: 604-871-6710

CONFIDENTIALITY NOTICE: This message and any accompanying documents contain confidential information intended for a specific individual and purpose. This message is private and protected by law. If

you are not the intended recipient, you are hereby notified that any disclosure, copying or distribution, or the taking of any action based on the contents of this information, is strictly prohibited.

Begin forwarded message:

From: "Fairview Strategy Inc." <mike@fairviewstrategy.com>
Date: April 5, 2022 at 2:59:22 PM PDT
To: "De Genova, Melissa" <Melissa.DeGenova@vancouver.ca>
Subject: [EXT] Invoice 53 from Fairview Strategy Inc.

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.

INVOICE 53 DETAILS



Fairview Strategy

Fairview Strategy Inc.

DUE 05/04/2022

\$5,250.00

Print or save
[\[connect.intuit.com\]](https://connect.intuit.com)

Powered by QuickBooks

Dear City of Vancouver,

We appreciate your business. Please find your invoice details here. Feel free to contact us if you have any questions.

Have a great day!
Fairview Strategy Inc.

Bill to Counsellor De Genova
City of Vancouver
453 West 12th Avenue
Vancouver British Columbia
V5Y 1V4

Terms Due on receipt

31/03/2022

Communication Services \$5,000.00

Services as agreed.

1 X \$5,000.00 GST

| | |
|-------------|------------|
| Subtotal | \$5,000.00 |
| GST @ 5% | \$250.00 |
| Total | \$5,250.00 |
| Balance due | \$5,250.00 |

Tax summary

| | |
|--------------|----------|
| GST @ 5% | |
| Net 5,000.00 | \$250.00 |

Print or save
[connect.intuit.com]

Fairview Strategy Inc.


409 Granville St Suite 1052 Vancouver BC V6C 1T2

mike@rushbrooke.ca

<https://fairviewstrategy.com/> [fairviewstrategy.com]

GST/HST Registration No.: 758553473 RT 0001

If you receive an email that seems fraudulent, please check with the business owner before paying.

 **intuit quickbooks.** [quickbooks.com]

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Fairview Strategy Inc.

409 Granville St Suite 1052
Vancouver BC V6C 1T2
mike@rushbrooke.ca
https://fairviewstrategy.com/
GST/HST Registration No.: 758553473 RT 0001



Fairview Strategy

INVOICE

BILL TO
Counsellor De Genova / *ROSEMARY HAGIWARA*
City of Vancouver
453 West 12th Avenue
Vancouver British Columbia
V5Y 1V4

INVOICE 53
DATE 05/04/2022
TERMS Due on receipt
DUE DATE 05/04/2022

| DATE | DESCRIPTION | TAX | QTY | RATE | AMOUNT |
|------------|------------------------|-----|-----|----------|----------|
| 31/03/2022 | Communication Services | GST | 1 | 5,000.00 | 5,000.00 |

| | |
|--------------------|-------------------|
| SUBTOTAL | 5,000.00 |
| GST @ 5% | 250.00 |
| TOTAL | 5,250.00 |
| BALANCE DUE | \$5,250.00 |

TAX SUMMARY

| RATE | TAX | NET |
|----------|--------|----------|
| GST @ 5% | 250.00 | 5,000.00 |

ACCOUNT 531220/50023325
SIGNATURE _____
PARKED INV _____
DATE POSTED _____
VENDOR 128372

City of Vancouver (the “City”)

AND: Fairview Strategy Inc. (the “Contractor”)

having the following address:

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

Tel Number: 604.873.7244
Email: Melissa.DeGenova@vancouver.ca

having the following address:

377-1231 Pacific Blvd
Vancouver, British Columbia, Canada
V6Z 0E2

Tel Number: 604.763.4490
Email: mike@rushbrooke.ca

Name of City Project Manager: Councillor De Genova

This contract for services is comprised of this cover page, the following parts A, B, C, D and E, the attached Services Contract Terms and Conditions, and any other attachments, schedules, appendices or annexes expressly referred to in the aforementioned parts A, B, C, D and E, and the signature blocks following Part F below. By signing below, the City and the Contractor hereby agree to be bound by the terms of this contract.

PART A - SERVICES:

SUMMARY:

To supply 350 hours of professional services and any or all required equipment to deliver communication support and training including digital content creation. The City Project Manager may choose to self-publish this content through digital means. The Contractor will provide some or all of the required equipment needed for training, as well as the following services:

1. Policy Research, Strategic Counsel, and External Communications:
 - Policy Research and Draft Policy Motions
 - External media management
 - Communication and Outreach to Constituents
 - Social Media: including key messaging and targeting reach and delivery
2. Council and Legislative Liaison:
 - Attend constituency meetings both with Councillor De Genova, or in her place if she cannot attend
 - Engage with the Mayor and Councillor, their staff, and city staff on behalf of Councillor De Genova

Start Date: January 04, 2022 (the “Start Date”)

The Contractor agrees to complete the Services by: October 31, 2022 (the “End Date”)

PART B - FEES AND EXPENSES:

Billing Date(s): See Section 20 of the Services Contract Terms and Conditions

Fees: \$25,500 plus GST (but including PST if any) as the project fee towards 350 hours of professional services

Definitions:

- Expenses:** [Tick applicable ONE; tick one.]
- Reimbursable by the City but only in accordance with this Contract (see the Services Contract Terms and Conditions); or
 - Not reimbursable (included in fees)

“GST” means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time.

“PST” means the provincial sales tax payable and imposed pursuant to the Provincial Sales Tax Act (British Columbia), as amended or replaced from time to time.

Maximum Amount of Fees and Expenses (the “Maximum Amount”):
\$25,500 plus GST (but including PST if any)

PART C: APPROVED SUBCONTRACTORS

None.

PART D: INSURANCE

Without limiting any of its obligations or liabilities under this Services Contract, the Contractor will obtain and continuously carry and will cause its subcontractors to obtain and continuously carry during the term of the Services Contract at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:

- (a) Commercial general liability insurance with a limit of not less than \$2,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Contractor and the Contractor’s personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Contractor or the actions of the Contractor or the Contractor’s personnel. The policy will contain a cross-liability clause in favour of the City and will name the City and the City’s officials, officers, employees and agents as additional insureds;
- (b) All-risks property insurance covering the Contractor’s property of every description containing a provision in which the insurer waives all rights which it may acquire by payment of a claim to recover the paid amount from the City or its officials, officers, employees or agents; and
- (c) Automobile insurance covering all vehicles owned, leased or operated by the Contractor in connection with this Services Contract, including third party legal liability insurance in an amount not less than \$2,000,000 per occurrence, or such higher amount as the City may require from time to time.]

All insurance policies required by this Services Contract will be in a form, in amounts and with insurers acceptable to the City. All policies will provide that the insurer will provide the City with sixty (60) days’ prior written notice of any material change, lapse or cancellation of the policy. Notice must identify the contract title, number, policy holder, and scope of work.

The Contractor and each of its subcontractors will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.

Neither the providing of insurance by the Contractor in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Contractor from any other provisions of the Services Contract with respect to liability of the Contractor or otherwise.

The insurance coverage will be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City or its officials, officers, employees, or agents will be excess of the Contractor’s insurance and will not contribute with it.

Prior to the Start Date, the Contractor will provide the City with evidence of all required insurance in the form of a "Certificate of Insurance" (on the City's form).

The Certificate of Insurance will identify the contract title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. The Contractor will provide proof of insurance, in the form of a Certificate of Insurance or certified copies of all insurance policies to the Manager, Contracts and Administration at any time immediately upon request.

The Contractor will provide in its agreements with its subcontractors clauses in the same form as in this Part D. Upon request, the Contractor will deposit with the City detailed certificates of insurance for the policies it has obtained from its subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.

The Contractor will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

PART E: ADDITIONAL TERMS

None.

The parties hereto have duly executed this Contract as of the 31 day of December, 2021.

SIGNED AND DELIVERED on behalf of the City by its authorized signatory(ies):

Per: P D F Bruce
Paul Bruce, Acting Chief Purchasing Official

SIGNED AND DELIVERED on behalf of the Contractor by its authorized signatory(ies):

Per: [Signature]
Mike Witherly, Principal

Approved as to Form:

[Signature]
Councillor Melissa De Genova

SERVICES CONTRACT TERMS AND CONDITIONS

A. CONTRACTOR'S OBLIGATIONS

1. **Performance of Services.** The Contractor agrees to provide the City with the services described in PART A (and in any schedule referred to therein), including, without limitation, and to the extent not expressly described in PART A (or in any such schedule), all services necessary or incidental to the completion of the services contemplated and described therein (the "Services"), all in accordance with the Services Contract (this "Contract"). The Contractor must provide the Services commencing on the Start Date described in PART A and in accordance with the delivery schedule (if any) specified in PART A (or in any schedule referred to therein), regardless of the date of execution or delivery of this Contract. The Contractor must comply with the City's instructions in performing the Services, but unless otherwise specified herein, the Contractor shall at all times retain control over the manner in which those instructions are carried out.
2. **Provision of Service Inputs.** Unless otherwise specified herein, the Contractor must supply and pay for all labour, materials, permits and approvals (including from any relevant government authority) necessary or advisable to provide the Services.
3. **Standard of Care and Applicable Laws.** The Contractor must perform the Services to the standard of care, skill, and diligence prescribed herein, or where not prescribed herein, to the standard customarily maintained by persons providing, on a commercial basis, services similar to the Services, and in accordance with all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Contractor and its personnel and the Services.
4. **Warranty.** Without limitation to any additional warranties provided by the Contractor, whether indicated on the face of this contract or otherwise provided, the Contractor warrants that: (a) all goods, provided by the Contractor in connection with its performance of the Services ("Goods"), shall be of merchantable quality and free from defects in workmanship and materials; (b) all Goods shall strictly conform to applicable samples, specifications and drawings; (c) all Goods and Services shall be fit for the purpose intended by the City; (d) all Goods shall be free and clear of all liens, charges and encumbrances; (e) the Goods and Services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies; (f) the shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and (g) the Goods and Services shall comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified on the face of this Contract or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the Goods and Services by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the Goods and Services furnished by the Contractor, or if the Goods and Services do not conform to the terms and conditions of this Contract, the City may at its option (a) require the Contractor to promptly replace, redesign or correct the defective and non-conforming Goods and Services at no expense to the City, or (b) the City may replace or correct the defective Goods and Services and charge the Contractor with all expenses incurred by the City. The Contractor agrees to indemnify and save harmless the City, its officials, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Contractor hereunder.

5. **Contractor Personnel.** The Contractor must ensure that all persons it employs or retains to perform the Services are competent to perform them and are properly trained, instructed, and supervised, and that all such persons comply with the provisions of this Contract.
6. **Reporting.** The Contractor must, upon the City's request, fully report to the City on all work it does or has done in connection with providing the Services.
7. **Deliverables.** As a result of or as part of providing the Services, the Contractor may receive, create, produce, acquire or collect items including, without limitation, products, goods, equipment, supplies, models, prototypes and other materials; information and data; reports, drawings, plans, designs, depictions, specifications and other documentation (collectively, "Deliverables"). Deliverables do not include items that are: not required to be produced by the Contractor or supplied to the City as part of or together with the Services unless the City pays for such items; or specified in this Contract as being excluded from the Deliverables category; or items which pre-existed the effective date of this Agreement that are owned by a third party or that are used by the Contractor as part of the services provided to any of its other customers. All Deliverables will be owned solely by the City unless otherwise expressly provided herein and the City will have the complete right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation. The Contractor waives, in favour of the City, all moral rights in the Deliverables, transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable. The Contractor will permit the City to inspect and copy all Deliverables.

8. **Confidentiality.** The Contractor acknowledges that, in performing the Services required under this Contract, it may acquire information about matters which are confidential to the City, which information is the exclusive world-wide property of the City or its suppliers or citizens, as the case may be. The Contractor undertakes to treat as confidential all Deliverables and all information received by reason of its position as Contractor and agrees not to disclose the same to any third party either during or after the performance of the Services under this Contract, without the City's express prior written consent.
9. **Insurance.** The Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, the insurance coverage (if any) described in PART D (including the type and form of policy, the coverage amounts, and the amount of deductible). If no insurance coverage is specified in PART D, the Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, such insurance as would be obtained by a prudent consultant or contractor providing services similar to the Services. The Contractor must provide written proof of such insurance coverage upon the written request of the City.
10. **WorkSafeBC.** The Contractor agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full. The Contractor will provide the City with the Contractor's and each subcontractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the contractor and each subcontractor is in good standing with WorkSafeBC prior to the City having any obligation to pay monies under this Agreement.
Whenever the Contractor is required or permitted to perform any Services on any City sites, the Contractor is now appointed and now accepts appointment as the "prime contractor" in connection with such Services and will fulfil its obligations as Prime Contractor in accordance with the Workers Compensation Act (British Columbia), and the regulations thereunder, and the Contractor shall comply with all applicable health and safety laws.
11. **City Business Licence.** The Contractor will maintain a valid City of Vancouver business licence in good standing throughout the duration of this Contract.
12. **Resolution of Disputes.** This Contract will be governed by the laws of British Columbia and the parties now irrevocably attorn to the exclusive jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution. The Contractor shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute.
13. **Independent Contractor.** This Contract is a contract for services and neither the Contractor nor the Contractor's personnel or permitted subcontractors, are, or deemed to be, partners, appointees, employees or agents of the City. The Contractor will not represent to anyone that the Contractor has any authority to bind the City or that the Contractor is an employee or agent of the City.
14. **No Assignment or Subcontracting.** The Contractor will not assign or subcontract (other than to persons listed in PART C (or a schedule referred to therein)), either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Contractor), this Contract or any right or obligation of the Contractor under this Contract, without the prior written consent of the City, which consent may be arbitrarily withheld. No assignment or subcontract, whether consented to or not, relieves the Contractor from any obligations under this Contract. The Contractor must ensure that any assignee or subcontractor fully complies with this Contract in performing the Services and nothing in this Contract creates any contractual relationship between a subcontractor and the City.
15. **Conflict of Interest.** The Contractor must not provide any services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to the City under this Contract.
16. **Release and Indemnification**
 - a. **Release**
The Contractor now releases the City and the City's personnel from all losses including those caused by personal injury, death, property damage or loss, and economic loss, arising out of, suffered or experienced by the Contractor or the Contractor's personnel in connection with their performance of the Services.
 - b. **Acceptance "As Is"**
In undertaking the Services, the Contractor acknowledges that it has inspected the City's site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all the Contractor's personnel.

- c. Indemnity
Despite any insurance which may be placed by the City, the Contractor now agrees to indemnify and save harmless the City and its officials, officers, employees, agents, successors, assigns and authorized representatives (in each case, an "Indemnified Party") from and against all costs, losses, claims, damages, actions and causes of action ("Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the completion of the Services or sooner cancellation of this Contract, that arise out of any act or failure to act of the Contractor or the Contractor's personnel, permitted assignees or subcontractors in connection with the performance of this Contract, including any Claims that arise out of or are in any way related to unpaid WorkSafeBC assessments or the failure to observe safety rules, regulations and practices of WorkSafeBC, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party. Contractor shall not be liable under any circumstance to the City for any special, consequential, punitive, incidental, lost profit or other indirect damages, even if advised of the possibility of the same. Except for (1) Claims that are covered by the Contractor's insurance and (2) except for Claims which are uninsured but are caused by the Contractor and cause direct personal injury, death, or loss or damage to the City's property or disclosure of confidential or proprietary information of the City's, Contractor's total aggregate liability for any claim of any kind arising as a result of or related to this Contract, whether based in contract, warranty, or any other legal or equitable grounds, shall be limited to the amounts received by Contractor from City for the particular project(s) which form(s) the basis of such claim. The parties agree that the foregoing limitations represent a reasonable allocation of risk under this agreement.
- d. Separate from Other Remedies and Rights
Nothing in this Contract (including this indemnity) will affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- e. Survival of Release/Indemnity
This Section 16 will survive the expiry or sooner termination of this Contract.

B. CHANGES TO SERVICES

17. **Changes.** The City may, at any time and from time to time and without invalidating this Contract, require a change to the Services and/or to the schedule for the delivery of the Services. Should the Contractor consider that any such request or instruction constitutes a change warranting amendment of the Maximum Amount, another price or the schedule for the Services set forth in the Contract, the Contractor must advise the City in writing prior to acting on any such request or instruction, and in any event within five (5) City of Vancouver business days of such request or instruction. In that case, the Maximum Amount, other price and/or schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as the City may determine, acting reasonably. Failing any such adjustment, the Services provided pursuant to the request or instruction will be deemed to be included within the prices specified herein, and to be subject to the schedule prescribed herein.
18. **Changes to Key Personnel.** The City may from time to time request reasonable changes to the key personnel of the Contractor engaged in performing the Services, and the Contractor shall comply with any such request. The Contractor shall not change any of such key personnel without the prior written approval of the City, which approval will not be unreasonably withheld.

C. PAYMENT

19. **Payment of Fees and Expenses.** In consideration for the satisfactory performance of the Services, The City will pay to the Contractor the fees specified in PART B (as supplemented by any schedule referred to therein), subject to this Section C. In addition, if the parties have specified in PART B that the Contractor's expenses are reimbursable in accordance with this Contract, the City will reimburse the Contractor for all expenses that: (i) are approved by the City in writing (in accordance with the City's existing policies and procedures for expense reimbursement) prior to their being incurred by the Contractor; (ii) are necessary, in the opinion of the City, to perform the Services; and (iii) are supported by proper receipts or other documentation satisfactory to the City (acting reasonably), provided always that the City reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Contractor in connection with its performance of the Services. If a "Maximum Amount" is specified in Part B, then the City is not, and shall not be, obliged to pay to the Contractor more than such Maximum Amount on account of aggregate fees (and, if applicable, expenses). Payment terms are "net 30 days" from the date of receipt of a valid invoice.
20. **Invoicing.** The Contractor will, by the 25th day of each month, provide to the City's Project Manager (named on the cover page of this Contract) a draft invoice with an attached detailed account of all charges to be claimed by the Contractor for the preceding month. The City's Project Manager shall review the draft, raise any concerns with the Contractor within ten working days and, after settlement of any issues (in the Project Manager's discretion), approve the draft invoice. The Contractor, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Contractor will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APIInvoice@vancouver.ca. Each invoice must contain:
- Contractor name, address and telephone;
 - City purchase order number;
 - Name of the City's Project Manager;

- Invoice number and date; and
- Tax registration number(s).

21. **Builders Lien Act.** If the Services to be performed under this Contract are subject to the holdback requirements set out in the *Builders Lien Act* (British Columbia) (the "Lien Act"), the City will withhold and discharge the required holdback amounts in accordance with the requirements set out in the Lien Act.
22. **Discharge of Liens and Withholding.** The Contractor will, if applicable, make payment and take all other steps which may be necessary so that no lien claims, including lien claims made under the Lien Act, are made in connection with the provision of the Services, and that the compensation payable to the Contractor by the City is not subject to attachment for debt, garnishing process or otherwise. In the event that any lien is filed in connection with the provision of the Services at any court or land title office, the Contractor shall immediately cause such lien to be discharged. The City may withhold from any payment due to the Contractor an amount sufficient to indemnify the City against any lien claim that could arise in connection with the provision of the Services, until such time as the lien has been discharged or other arrangements to satisfy such lien have been made by the Contractor.
23. **Withholding for Non-Residents.** If the Contractor is a non-resident of Canada, the City may withhold from any payment due to the Contractor such amounts as may be required to be withheld pursuant to the applicable provisions of the *Canada Income Tax Act* (the "ITA"). Any amount so withheld shall be remitted to the Receiver General for Canada or otherwise dealt with by the City strictly in accordance with the provisions of the ITA.
24. **Record Keeping.** The Contractor must maintain, and shall cause any subcontractors to maintain, time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to the City. The City or any of its authorized representatives will, for the purposes of audit and examination, have access and be permitted, upon reasonable notice to the Contractor, to inspect such records for review, copy and audit at any time and from time to time while this Contract is in effect and for a period of three years after the expiry or termination of this Contract for any reason.
25. **Currency.** Unless otherwise specified in this Contract, all references to money are to Canadian dollars.
- #### D. GENERAL
26. **Time for Performance.** Time is of the essence in this Contract.
27. **Amendments.** No modification of this Contract is effective unless it is in writing and signed by all the parties.
28. **Entire Agreement.** This Contract constitutes the entire agreement between the parties as to performance of the Services, and replaces and supersedes any other agreements, correspondence or other discussions between the parties, whether or not any of the foregoing have been reduced to writing.
29. **Conflict.** If there is a conflict between a provision of a schedule to this Contract and the terms and conditions of this Services Contract, the provision in the relevant schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Contract.
30. **Severability.** If any provision of this Contract is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Contract, and any such void or unenforceable provision may be severed from this Contract without affecting the remainder of the Contract.
31. **Termination.** The City may terminate this Contract:
- a. Upon failure of the Contractor to comply with this Contract, immediately on giving written notice of termination to the Contractor, or
 - b. For any other reason, on giving at least 10 days' written notice of termination to the Contractor.
- If the City terminates this Contract under paragraph b. above, the City must pay the Contractor that portion of the fees and expenses described in PART B which equals the portion of the Services that was completed to the City's satisfaction before termination. That payment discharges the City from all liability to the Contractor under this Contract. If the Contractor fails to comply with this Contract, the City may terminate it and pursue other remedies as well.
32. **Binding Effect.** This Contract shall be binding on the Contractor's successors and permitted assigns and shall enure to the benefit of any successors and assigns of the City.
33. **Voluntary Agreement.** The Contractor acknowledges and declares that it has carefully considered and understood the terms of this Contract, that it has either consulted legal counsel or waived such right, and that it is executing this Contract voluntarily.
34. **Further Assurances.** The Contractor agrees that upon any reasonable request of the City, the Contractor will make, do, execute or cause to be made, done or executed all such other acts as may be required to more fully give effect to the terms and conditions hereof.
35. **Headings.** The headings used in the Parts and sections of this Contract are for convenience of reference only, and shall not operate to expand, modify or interpret the language therein.
36. **Counterparts.** This Contract may be executed in one or more counterparts, including by facsimile or other electronic transmission, and each of such

counterparts shall be deemed to be taken together to constitute one and the same original document.

37. **Additional Terms:** The additional terms set out in Part E (or in any schedule referred to therein) apply to this Contract. **END OF TERMS AND CONDITIONS OF SERVICES CONTRACT**

Discretionary Expense: Request for Service or for Goods and Services

QUESTIONS FOR GOODS OR GOODS AND SERVICES:

| | |
|--|--|
| 1. What type of goods or goods and services are required? | Political Services Contractor |
| 2. What is approximate quantity of goods or goods and services? | 350 hours |
| 3. What is estimated or anticipated cost of goods or goods and services? | \$25,000 plus GST (and PST if any) |
| <p>4. Do you have a preferred supplier that you would like to use?</p> <p>YES: Please answer the following questions: Legal name? Have you used them in the past? Do you have copies of prior contracts, invoices, or purchase orders?</p> <p>NO: Please proceed to Question 5.</p> | <p>Yes</p> <p>Fairview Strategy Inc.</p> <p>Yes</p> <p>Yes</p> |
| 5. Would you like Supply Chain Management to get quotes and provide you with the 3 lowest quotes (either including or excluding the preferred supplier if answer to Question 4 was yes)? | |
| 6. What deadlines apply to obtaining these goods or goods and services? | January 4th to October 31st, 2022 |
| 7. Are there any particular requirements for this procurement that are particularly important to you or critical to the success of using the goods or goods and services procured? | |

QUESTIONS FOR “PURE” SERVICES:

1. Is the service-provider a corporation, society, partnership or other formal business?

YES: Please fill out this section (Question 1 only) and provide to City Clerk

NO: Please skip Question 1 and continue to Questions 2 and 3

| | |
|--|---|
| Incorporation Details: | Legal name: Fairview Strategy, Inc. Incorporation #: Registered office address: 377-1231 Pacific Blvd, Vancouver BC V6Z 0E2 Names of directors: Mike Witherly |
| GST number: | 758553473 RT 0001 |
| Summary of insurance they carry: | |
| Business license: | |
| WorkSafeBC registration #: | |
| Scope of work description or service-provider’s proposal or your request for, or description of, the services: | Policy research, strategic council, and external communications: draft policy motions and research, external media management, communication and outreach to constituents, social media including key messaging and targeting and delivery. Council and legislative liaison: attend constituency meetings both with Cllr. De Genova or in her place when she cannot attend, engage with Mayor and Council, their staff, and City staff on behalf of Cllr. De Genova. |

2. Is the service-provider a “free-lance” or “independent worker” who may not meet all but does meet some of the City’s WorkSafeBC, insurance, business licence and GST registration requirements?

YES: Please fill out this section with as much of the following information as you are able to.

NO: Please skip Question 2 and continue to Question 3

| | |
|--|--|
| Incorporation Details: | Legal name: Incorporation #: Registered office address: Names of directors: |
| GST number: | |
| Summary of insurance they carry: | |
| Business license: | |
| WorkSafeBC registration #: | |
| Scope of work description or service-provider’s proposal or your request for, or description of, the services: | |

3. Is the service-provider a university student or other individual who does not have a formal or regular business of providing such services?

YES: Please provide City Clerk’s with the following information to the best of your ability.

NO: Please provide as much of the information as you can regarding the person (in addition to the questions below) to the City Clerk's Office.

| | |
|--|--|
| How long do you wish to engage the person for? | |
| How much do you estimate they will be paid? | |
| On what basis will they be paid? (eg. hourly? Daily? Per Deliverable?) | |
| Do you anticipate retaining for more than one assignment over the next one or two years? | |
| Scope of work description or service-provider's proposal or your request for, or description of, the services. | |
| Other Information: | |

Date Received:

Request By:

*Invoice/Contract to be attached upon completion of work.