

File No.: 04-1000-20-2024-354

December 24, 2024

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 June 12, 2024 under the *Freedom of Information and Protection of Privacy Act* for:

Record of contract and invoices involving Wellington Advocacy from the Mayor's Office. Date range: August 1, 2023 to April 30, 2024.

All responsive records are attached. Some information in the records has been severed (blacked out) under s.15(1)(l) and s.21(1) of the Act. You can read or download these sections here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00. Additionally, some information has been severed as "Not Responsive" as you had indicated this information was not required, in the interest of receiving the records without further third party review.

Under Part 5 of the Act, 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 (2024-354); 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,

Kevin Tuerlings, FOI Case Manager, for

[Signed by Kevin Tuerlings]

Cobi Falconer, MAS, MLIS, CIPP/C
Director, Access to Information & Privacy

If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. You may also contact 3-1-1 (604-873-7000) if you require accommodation or do not have access to email.

Encl. (Response package)

:kt



WELLINGTON
ADVOCACY

Friday, June 16, 2023

Office of the Mayor
City of Vancouver
453 W 12th Ave, Vancouver, BC V5Y 1V4

Attention: Trevor Ford, Chief of Staff
Email: trevor.ford@vancouver.ca

Dear Trevor,

We are delighted that you have given Wellington Advocacy Inc. ("Wellington", "we", "our" or "us") the opportunity to perform advisory services as described in more detail in Appendix A (Scope of Services) (the "Services"). We are writing to explain and confirm the terms under which Office of the Mayor (the "Client" or "you") has engaged us. The terms of the engagement are as follows:

1. Client Information. To enable us to perform the Services that you have asked for, from time to time, we will ask you to provide us with such materials, data, information and access as we may request. We will assume the information you supply to us is accurate and complete, and we are not responsible for verifying the accuracy and completeness of the information you provide. You agree that we are not liable for relying on any of the materials that you provide to us.
2. Term and Termination. The term of this agreement will begin June 19, 2023 and end December 15, 2023. Our relationship is based upon mutual consent, and you may terminate this agreement at any time upon one month's written notice or failing which you will be required to pay one month's fees in lieu of such notice of termination plus any out-of-pocket expenses we incurred for the month, if any. If you become insolvent, or become a party to any bankruptcy, dissolution or receivership proceeding or any similar action affecting your affairs, property or solvency, we may terminate this agreement immediately with written notice.
3. Fees and Expenses, Invoicing and Payment. Our fees are our charges for our Services. We base our fees on the level of expertise of the consultants involved in your project, and the time required to successfully complete the project for you. For the term of this agreement, you agree to the fees specified in Appendix B and to pay on the payment terms described therein to Wellington. In the event that we have not received payment from you on late invoices, we may suspend or terminate our Services until you have paid the outstanding invoice, and our action to suspend or terminate is not an indication that we have waived any rights or remedies we have under this agreement.
4. Internet Communication. To provide the Services effectively, we must be able to communicate with you in an efficient manner. You recognize and accept any risk associated with communicating by e-mail, including the lack of security, unreliability of delivery, and possible loss of confidentiality and legal privilege. Unless you request in writing that we should not communicate by e-mail, we are not responsible or liable in respect of risk associated with its use.

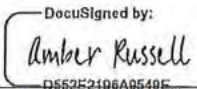
NATDOCS\54543724\V-3

5. Confidentiality. During the term of this agreement, information concerning confidential trade secrets or business information ("**Confidential Information**") may be exchanged. We each agree to not disclose any Confidential Information to third parties beyond what is necessary to fulfill our obligations under this agreement to any other party. Further, you agree not to disclose the terms of this agreement or any information pertaining to Wellington that may reasonable be considered confidential, or which we specifically state is confidential. Also, you agree not to publicize, market, invoke or otherwise cite the name or likeness of Wellington or any of its principals, employees, contractors or affiliates unless we agree in writing that may do so in advance. The foregoing obligations in this paragraph shall extend past the term specified in paragraph 3 above.
6. Privacy. "**Personal Information**" is information that personally identifies an individual, including a name, email address or billing information. You acknowledge that Personal Information may be provided to us in connection with this agreement. We each agree to, and shall be responsible for, complying with legislation dealing with Personal Information or any other Canadian provincial privacy legislation applicable to the information. You agree to (i) inform applicable individuals what information you collect and why you collect it, how you will use that information and how that information can be accessed and updated; and (ii) obtain the individuals' consent to transfer their Personal Information to us either before, or at the time of, collection of the Personal Information.
7. Independent Contractor. Under the terms of this agreement, we act as an independent contractor, and all Services we complete will be performed in this capacity. By signing this agreement, you agree that you and Wellington are not entering into either an employment, agency or other type of relationship. The terms of this agreement do not give you or us the authority to act on the other's behalf. We do not accept any fiduciary or trustee responsibilities in connection with the performance of the Services.
8. Excuse of Performance. If by reason of an act of God, terrorist act, flood, fire, war, labour trouble, equipment failure or shortage, or similar circumstances beyond the reasonable control of you or Wellington, we are each relieved of any liability resulting from the delay or non-performance of any obligations you or we have under this agreement.
9. Limitation on Liability. Our liability in connection with the Services will be limited to direct losses that you suffer as a result of our gross negligence or willful misfeasance up to a maximum of the amount of the fee paid to Wellington hereunder.
10. General. This agreement constitutes the entire agreement between you and Wellington for the Services agreed to above, and this agreement replaces all previous agreements between the parties with respect to these matters. There are no promises, understandings, or agreements of any kind pertaining to this agreement except those written above. This agreement will be governed by the laws of the Province of Alberta and federal laws of Canada applicable herein, and we each agree to submit any dispute related to, or arising out of, the relationship between us to a court of competent jurisdiction in Alberta. Without our prior written consent, you may not assign your rights or delegate your obligations under this agreement. The terms of this agreement may be modified in writing, signed by both you and Wellington. We may sign identical but separate copies of this agreement by electronic means or otherwise, which taken together, will be deemed to be an original copy of the agreement and will form a single binding agreement.

If this letter accurately reflects your understanding of the terms of our engagement, please acknowledge by signing below and returning a duplicate of this agreement to the undersigned at the address noted above.

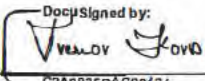
Sincerely,

Wellington Advocacy Inc.

Per: 
Name: Amber Russell
Title: Chief Administrative Officer

The foregoing agreement is hereby agreed to and accepted this 16 day of June, 2023.

Office of the Mayor, City of Vancouver

Per: 
Name: _____
Title: _____

Appendix A

Scope of Services

- Identify appropriate candidates for consideration for the roles of Director of Communications and Press Secretary
- Provide media training and a media landscape analysis for the incoming communications staff, if desired
- Provide ongoing insight and feedback on the office's legislative and communications agenda
- Participate in weekly or biweekly calls with senior staff to assess issues and opportunities for the City of Vancouver
- Act as a regular sounding board to the Chief of Staff and Senior Advisor

Appendix B

Schedule of Fees

In consideration of the Services provided pursuant to the accompanying agreement, the following fees (exclusive of taxes) will be applicable:

\$8,000/month for six months

Breakdown as follows:

Payment Date	Amount
July 15 th , 2023	\$8,000
August 15 th , 2023	\$8,000
September 15 th , 2023	\$8,000
October 15 th , 2023	\$8,000
November 15 th , 2023	\$8,000
December 15 th , 2023	\$8,000

In addition to the fees specified above, you agree to pay an amount equal to all out-of-pocket expenses we incur in connection with the provision of the Services. The fees are also exclusive of any applicable taxes.

Invoicing

Wellington will invoice you at the end of each month. All invoiced amounts are due and payable 30 days from receipt of the invoice. Any amount you do not pay when due will bear interest at the rate of per annum calculated and applied monthly to the outstanding balance.

Wellington Advocacy Inc.
850 2nd Street SW
Calgary AB T2P 0R8
GST Registration No.: 704079086RT0001



INVOICE

BILL TO

Office of the Mayor, City of
Vancouver
Attn: Trevor Ford, Chief of Staff
453 W 12th Ave
Vancouver BC V5Y 1V4

INVOICE # WA-2338

DATE 16/08/2023

DUE DATE 15/09/2023

TERMS Net 30

ACTIVITY	DESCRIPTION	AMOUNT
Strategic Advisory Services	Monthly Retainer Fee - Jul 16 to Aug 15, 2023	8,000.00
SUBTOTAL		8,000.00
GST @ 5%		400.00
TOTAL		8,400.00
BALANCE DUE		CAD 8,400.00

If Payment by Cheque, please make cheques payable to:

Wellington Advocacy Inc
Not Responsive
[Redacted]

If Payment by Wire Transfer:

Bank Name: Not Responsive
Bank Address: Not Responsive
Bank Code: Not Responsive
Transit Code: Not Responsive
Account #: s.15(1)(l)
BIC/Swift Code: Not Responsive
Sort Code: Not Responsive

Wellington Advocacy Inc.
850 2nd Street SW
Calgary AB T2P 0R8
GST Registration No.: 704079086RT0001



INVOICE

BILL TO

Office of the Mayor, City of Vancouver
Attention: Connie Pavone
connie.pavone@vancouver.ca

INVOICE # WA-2418
DATE 15/09/2023
DUE DATE 15/10/2023
TERMS Net 30

ACTIVITY	DESCRIPTION	AMOUNT
Strategic Advisory Services	Monthly Retainer Fee - Aug 15 to Sep 15, 2023	8,000.00
SUBTOTAL		8,000.00
GST @ 5%		400.00
TOTAL		8,400.00
BALANCE DUE		CAD 8,400.00

If Payment by Cheque, please make cheques payable to:

Wellington Advocacy Inc
Not Responsive
[Redacted]

If Payment by Wire Transfer:

Bank Name: Not Responsive
Bank Address: Not Responsive
Bank Code: Not Responsive
Transit Code: Not Responsive
Account #: s.15(1)(l)
BIC/Swift Code: Not Responsive
Sort Code: Not Responsive

Wellington Advocacy Inc.
850 2nd Street SW
Calgary AB T2P 0R8
GST Registration No.: 704079086RT0001



INVOICE

BILL TO

Office of the Mayor, City of
Vancouver
Attn: Trevor Ford, Chief of Staff
453 W 12th Ave
Vancouver BC V5Y 1V4

INVOICE # WA-2493
DATE 16/10/2023
DUE DATE 15/11/2023
TERMS Net 30

ACTIVITY	DESCRIPTION	AMOUNT
Strategic Advisory Services	Monthly Retainer Fee - Sep 15 to Oct 15, 2023	8,000.00
SUBTOTAL		8,000.00
GST @ 5%		400.00
TOTAL		8,400.00
BALANCE DUE		CAD 8,400.00

If Payment by Cheque, please make cheques payable to:

Wellington Advocacy Inc
Not Responsive

If Payment by Wire Transfer:

Bank Name: Not Responsive
Bank Address: Not Responsive
Bank Code: Not Responsive
Transit Code: Not Responsive
Account #: s.15(1)(l)
BIC/Swift Code: Not Responsive
Sort Code: Not Responsive

Wellington Advocacy Inc.
850 2nd Street SW
Calgary AB T2P 0R8
GST Registration No.: 704079086RT0001



INVOICE

BILL TO

Office of the Mayor, City of
Vancouver
Attn: Trevor Ford, Chief of Staff
453 W 12th Ave
Vancouver BC V5Y 1V4

INVOICE # WA-2574
DATE 15/11/2023
DUE DATE 15/12/2023
TERMS Net 30

ACTIVITY	DESCRIPTION	AMOUNT
Strategic Advisory Services	Monthly Retainer Fee - Oct 15 to Nov 15, 2023	8,000.00

SUBTOTAL 8,000.00
GST @ 5% 400.00
TOTAL 8,400.00
BALANCE DUE **CAD 8,400.00**

If Payment by Cheque, please make cheques payable to:

Wellington Advocacy Inc
Not Responsive

If Payment by Wire Transfer:

Bank Name: Not Responsive
Bank Address: Not Responsive
Bank Code: Not Responsive
Transit Code: Not Responsive
Account #: 5.13(1)(1)
BIC/Swift Code: Not Responsive
Sort Code: Not Responsive

Wellington Advocacy Inc.
850 2nd Street SW
Calgary AB T2P 0R8
GST Registration No.: 704079086RT0001



INVOICE

BILL TO

Office of the Mayor, City of Vancouver
453 W 12th Ave
Vancouver BC V5Y 1V4
Connie Pavone
connie.pavone@vancouver.ca

INVOICE # WA-2671

DATE 15/12/2023

DUE DATE 14/01/2024

TERMS Net 30

ACTIVITY	DESCRIPTION	AMOUNT
Strategic Advisory Services	Monthly Retainer Fee - Nov 15 to Dec 15, 2023	8,000.00
SUBTOTAL		8,000.00
GST @ 5%		400.00
TOTAL		8,400.00
BALANCE DUE		CAD 8,400.00

If Payment by Cheque, please make cheques payable to:

Wellington Advocacy Inc
Not Responsive

If Payment by Wire Transfer:

Bank Name: Not Responsive
Bank Address: Not Responsive
Bank Code: Not Responsive
Transit Code: Not Responsive
Account #: s.15(1)(l)
BIC/Swift Code: Not Responsive
Sort Code: Not Responsive

Wellington Advocacy Inc.
850 2nd Street SW
Calgary AB T2P 0R8
GST Registration No.: 704079086RT0001



INVOICE

BILL TO

Office of the Mayor, City of
Vancouver
Attn: Trevor Ford, Chief of Staff
453 W 12th Ave
Vancouver BC V5Y 1V4

INVOICE # WA-2668
DATE 14/12/2023
DUE DATE 13/01/2024
TERMS Net 30

ACTIVITY	DESCRIPTION	AMOUNT
Project	Communications Plans November/December 2023	20,000.00
SUBTOTAL		20,000.00
GST @ 5%		1,000.00
TOTAL		21,000.00
BALANCE DUE		CAD 21,000.00

If Payment by Cheque, please make cheques payable to:

Wellington Advocacy Inc
Not Responsive

If Payment by Wire Transfer:

Bank Name: Not Responsive
Bank Address: Not Responsive
Bank Code: Not Responsive
Transit Code: Not Responsive
Account #: 5.12101
BIC/Swift Code: Not Responsive
Sort Code: Not Responsive

Wellington Advocacy Inc.
850 2nd Street SW
Calgary AB T2P 0R8
GST Registration No.: 704079086RT0001



INVOICE

BILL TO
Office of the Mayor, City of Vancouver
Attn: Jessica Yee
jessica.yee@vancouver.ca

INVOICE # WA-2908
DATE 29/02/2024
DUE DATE 30/03/2024
TERMS Net 30

ACTIVITY	DESCRIPTION	AMOUNT
Strategic Advisory Services	Monthly Retainer Fee - February 2024	5,000.00
SUBTOTAL		5,000.00
GST @ 5%		250.00
TOTAL		5,250.00
BALANCE DUE		CAD 5,250.00

If Payment by Cheque, please make cheques payable to:

Wellington Advocacy Inc
Not Responsive

If Payment by Wire Transfer:

Bank Name: Not Responsive
Bank Address: Not Responsive
Bank Code: Not Responsive
Transit Code: Not Responsive
Account #: s.15(1)(l)
BIC/Swift Code: Not Responsive
Sort Code: Not Responsive

Wellington Advocacy Inc.
700-215 9 Ave SW
Calgary AB T2P 1K3
GST Registration No.: 704079086RT0001



INVOICE

BILL TO
Office of the Mayor, City of Vancouver
Attn: Connie Pavone
connie.pavone@vancouver.ca

INVOICE # WA-2935
DATE 31/03/2024
DUE DATE 30/04/2024
TERMS Net 30

ACTIVITY	DESCRIPTION	AMOUNT
Strategic Advisory Services	Monthly Retainer Fee - March 2024	5,000.00

SUBTOTAL	5,000.00
GST @ 5%	250.00
TOTAL	5,250.00
BALANCE DUE	CAD 5,250.00

If Payment by Cheque, please make cheques payable to:

Wellington Advocacy Inc
Not Responsive

If Payment by Wire Transfer:

Bank Name: Not Responsive
Bank Address: Not Responsive
Bank Code: Not Responsive
Transit Code: Not Responsive
Account #: s.15(1)(l)
BIC/Swift Code: Not Responsive
Sort Code: Not Responsive

Wellington Advocacy Inc.
700-215 9 Ave SW
Calgary AB T2P 1K3
GST Registration No.: 704079086RT0001



INVOICE

BILL TO

Office of the Mayor, City of Vancouver
Attn: Connie Pavone
connie.pavone@vancouver.ca
453 W 12th Ave, Vancouver BC V5Y 1V4

INVOICE # WA-3034

DATE 30/04/2024

DUE DATE 30/05/2024

TERMS Net 30

ACTIVITY	DESCRIPTION	AMOUNT
Strategic Advisory Services	Monthly Retainer Fee - April 2024	5,000.00

SUBTOTAL	5,000.00
GST @ 5%	250.00
TOTAL	5,250.00
BALANCE DUE	CAD 5,250.00

If Payment by Cheque, please make cheques payable to:

Wellington Advocacy Inc
Not Responsive

If Payment by Wire Transfer:

Bank Name: Not
Bank Address: Not Responsive
Bank Code: Not Responsive
Transit Code: Not Responsive
Account #: s.15(1)(l)
BIC/Swift Code: Not Responsive
Sort Code: Not Responsive