

File No.: 04-1000-20-2025-147

July 3, 2025

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 18, 2025 under the ***Freedom of Information and Protection of Privacy Act*** for:

Record of the current and previous contracts for the operation of the public washroom at 144 East Hastings Street. Date range for the records: January 1, 2016 to February 14, 2025.

All responsive records are attached. Some information in the records has been severed (blacked out) under s.21(1) and s.22(1) of the Act. You can read or download these sections here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00.

Please note that the previous contract for Automated Public Toilets within the city is contained within the 2002 Street Furniture contract which is publicly available. You can find this responsive record on the City of Vancouver's website at the following location: <https://vancouver.ca/files/cov/2023-284-release.pdf>.

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 (2025-147); 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

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)

:pm

CBS-DECAUX/CITY OF VANCOUVER
MEMORANDUM OF UNDERSTANDING
RE: ON-STREET PARKING Mar/08

This enforcement advisory, from the City of Vancouver's Parking Operations & Enforcement Branch to CBS-Decaux managers and vehicle driver's, is directly linked to the contract CBS-Decaux holds for providing and maintaining the City's street furniture. In order for CBS-Decaux to effectively provide their services to the City, it is understood that certain parking exemptions will be provided for their signed vehicles equipped with emergency lighting. In order to qualify for these exemptions, crews must be actively engaged in adjacent curb-side work pertaining to the City contract.

In return, it is expected that the contractor will provide the following:

- an updated document to a Parking Enforcement Superintendent, listing identifiable CBS-Decaux vehicles by unit number and license plate.
- a photographic listing of these vehicles showing the identifying signage and emergency lighting.

When stopping on a City street, CBS vehicle drivers should:

- **park legally whenever possible; note that metered parking is available at no charge**
- use this exemption only while **actively working** for the City of Vancouver
- maintain a high level of public safety by **utilizing emergency lights** (overhead beacons, directional arrow bars and cones) when parking in hazardous situations (near corners, crosswalks, hydrants, etc.)
- **do not use bus zones, unless absolutely necessary** (when there is no alternative parking on the block or when power washers or compressors need to be within distance of the bus shelter). When stopped in bus zones, trucks must be moved as far forward in the zone as possible.
- **never stop in rush hour restricted areas; otherwise the vehicles will be ticketed & towed**
- take out "Temporary Special Zone" permits for large or full-day installations
- follow the direction from City Parking Enforcement Officers, when directed to relocate to alternate parking on the block

Regardless of the work being done, if a vehicle is not permanently signed as a CBS-Decaux vehicle, it will not be given parking exemptions. Sub-contractors will need to park legally or take out "Temporary Special Zone Permits", available from the Engineering Service Counter on the first floor at City Hall.

City Chart

Calculation of point values per year

Value in points

Non-ad shelters
News racks
Phone booths
Info kiosks
Bike lockers
Bike racks
Benches - single
Benches - single (BIA)
Benches - double
Litter receptacles
Litter receptacles (BIA)
Recycling receptacles
Maps - standard
Maps - narrow
APT - small
APT - large

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Non-ad shelters	2.63	2.67	2.72	2.78	2.83	2.88	2.91	2.95	3.00	3.05	3.12	3.16	3.21	3.28	3.35	3.45	3.58	3.74
News racks	0.76	0.77	0.77	0.78	0.79	0.80	0.81	0.82	0.83	0.85	0.87	0.89	0.92	0.95	0.99	1.03	1.10	1.18
Phone booths	0.27	0.27	0.28	0.28	0.28	0.29	0.29	0.30	0.31	0.31	0.32	0.33	0.34	0.36	0.38	0.40	0.43	0.47
Info kiosks	0.76	0.77	0.78	0.79	0.81	0.82	0.84	0.85	0.87	0.90	0.92	0.96	0.99	1.04	1.10	1.17	1.26	1.38
Bike lockers	0.48	0.48	0.48	0.49	0.49	0.50	0.50	0.51	0.52	0.53	0.54	0.55	0.56	0.58	0.60	0.63	0.66	0.71
Bike racks	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.08	0.08	0.08	0.08	0.09	0.09	0.10
Benches - single	0.26	0.26	0.26	0.27	0.27	0.27	0.28	0.28	0.28	0.29	0.29	0.30	0.31	0.32	0.33	0.35	0.37	0.39
Benches - single (BIA)	0.30	0.31	0.31	0.31	0.31	0.32	0.32	0.33	0.33	0.34	0.34	0.35	0.36	0.37	0.39	0.41	0.43	0.46
Benches - double	0.34	0.34	0.35	0.35	0.35	0.36	0.36	0.37	0.37	0.38	0.39	0.40	0.41	0.42	0.44	0.46	0.49	0.52
Litter receptacles	0.44	0.44	0.44	0.44	0.43	0.43	0.43	0.43	0.43	0.42	0.42	0.42	0.41	0.41	0.40	0.39	0.38	0.37
Litter receptacles (BIA)	0.52	0.52	0.52	0.52	0.52	0.51	0.51	0.51	0.51	0.51	0.50	0.50	0.50	0.49	0.49	0.48	0.47	0.46
Recycling receptacles	0.72	0.73	0.73	0.74	0.74	0.75	0.76	0.76	0.77	0.78	0.80	0.81	0.83	0.85	0.88	0.92	0.96	1.02
Maps - standard	1.23	1.24	1.25	1.26	1.27	1.29	1.31	1.32	1.35	1.37	1.40	1.43	1.48	1.52	1.59	1.66	1.76	1.89
Maps - narrow	0.81	0.81	0.82	0.82	0.83	0.84	0.85	0.86	0.87	0.89	0.90	0.92	0.95	0.98	1.01	1.06	1.11	1.19
APT - small	40.28	40.22	40.15	40.07	39.99	39.90	39.80	39.70	39.58	39.44	39.27	39.09	38.88	38.62	38.31	37.91	37.40	36.71
APT - large	50.13	50.10	50.08	50.05	50.02	49.99	49.97	49.94	49.91	49.88	49.84	49.81	49.77	49.73	49.67	49.60	49.52	49.40
	100.00	100.00	100.01	100.02	100.00	100.02	100.01	100.00	100.00	100.01	99.99	100.00	100.00	100.00	100.01	100.01	100.01	99.99

FOURTH AMENDMENT TO STREET FURNITURE AGREEMENT

THIS AGREEMENT (this “Amending Agreement”) is made as of December 15, 2023

BETWEEN:

OUTFRONT JCDECAUX STREET FURNITURE CANADA
LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER
OUTFRONT JCDECAUX STREET FURNITURE CANADA LTD.,
located at Suite 800-885 West Georgia Street, Vancouver,
British Columbia, V6C 3H1

(the “Contractor”)

AND:

CITY OF VANCOUVER, a municipal corporation continued
under the *Vancouver Charter* (British Columbia) and having
an office at 453 West 12th Avenue, Vancouver, British
Columbia, V5Y 1V4

(the “City”)

WHEREAS

- A. The Contractor and the City have entered into that certain Agreement relating to the provision of Street Furniture in the City of Vancouver dated December 10, 2002, as amended by amendments dated September 27, 2006, November 19, 2013 and September 27, 2018 (the “Base Agreement”);
- B. The Parties are in the process of negotiating the terms of an amendment and extension to the Base Agreement; and
- C. Pending the finalization of such negotiations, the Parties wish to temporarily extend the Base Agreement beyond its current expiration date of December 31, 2023.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. AMENDMENTS TO BASE AGREEMENT

- (a) The definition of “Term” in Section 1.1 of the Base Agreement is hereby deleted entirely and replaced with the following:

“Term” means the period specified in Section 2.2 of this Agreement.

- (b) The definition of “Termination Date” in Section 1.1 of the Base Agreement is hereby deleted entirely and replaced with the following:

“Termination Date” means February 29, 2024.

- (c) For the avoidance of doubt, the Guaranteed Minimum Annual Revenue payable by the Contractor to the City prorated for the period between January 1, 2024 to February 29, 2024 inclusive shall be ~~s.21(1)~~ and shall be paid to the City within ten (10) days of execution of this Amending Agreement.

2. FURTHER PROVISIONS OF THIS AMENDING AGREEMENT

- (a) This Amending Agreement shall be effective during the term of the Base Agreement (as amended hereby, if applicable) and shall terminate at the end of such term.
- (b) Unless otherwise defined in this Amending Agreement, capitalized terms used herein shall have the meanings ascribed thereto in the Base Agreement.

3. RATIFICATION OF TERMS

The parties hereby ratify the terms and conditions of the Base Agreement, except as varied hereby, and agree that except as amended by this Amending Agreement, the Base Agreement will continue in full force and effect.

4. COUNTERPARTS

This Amending Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Amending Agreement by signing any counterpart.


[Remainder of page intentionally left blank. Signature page follows.]

5. ELECTRONIC EXECUTION

Delivery of an executed signature page to this Amending Agreement by either party by electronic transmission shall be as effective as delivery of a manually executed copy of this Amending Agreement by such party.

IN WITNESS WHEREOF this Amending Agreement has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized signatories:

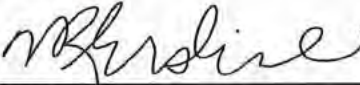
OUTFRONT JCDECAUX STREET FURNITURE CANADA LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER OUTFRONT JCDECAUX STREET FURNITURE CANADA LTD.



Signature

J. Francois Nion, Co-President

Print Name and Title



Signature

Michele Erskine, Co-President

Print Name and Title

CITY OF VANCOUVER



Signature

Alexander Ralph
Chief Procurement Officer

Print Name and Title



Signature

Frances J. Connell, K.C.
Director of Legal Services

Print Name and Title



Signature

Lon LaClaire, General Manager of Engineering

Print Name and Title

FIFTH AMENDMENT TO STREET FURNITURE AGREEMENT

THIS AGREEMENT (this "Amending Agreement") is made as of February 29, 2024

BETWEEN:

OUTFRONT JCDECAUX STREET FURNITURE CANADA LIMITED PARTNERSHIP n/k/a OUTEDGE JCDECAUX STREET FURNITURE CANADA LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER OUTFRONT JCDECAUX STREET FURNITURE CANADA LTD. n/k/a OUTEDGE JCDECAUX STREET FURNITURE CANADA LTD., located at Suite 800-885 West Georgia Street, Vancouver, British Columbia, V6C 3H1 (the Contractor")

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4 (the "City")

WHEREAS:

The Contractor and the City have entered into that certain Agreement relating to the provision of Street Furniture in the City of Vancouver dated December 10, 2002, as amended by amendments dated September 27, 2006, November 19, 2013, September 27, 2018 and December 15, 2023 (the "Base Agreement");

- A. The Contractor changed its name from OUTFRONT JCDECAUX STREET FURNITURE CANADA LIMITED PARTNERSHIP by its general partner OUTFRONT JCDECAUX STREET FURNITURE CANADA LTD. to OUTEDGE JCDECAUX STREET FURNITURE CANADA LIMITED PARTNERSHIP by its general partner OUTEDGE JCDECAUX STREET FURNITURE CANADA LTD. on or about February 20, 2024.
- B. The Parties are in the process of negotiating the terms of an amendment and extension to the Base Agreement; and
- C. Pending the finalization of such negotiations, the Parties wish to temporarily extend the Base Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. AMENDMENTS TO BASE AGREEMENT

- (a) The definition of "Termination Date" in Section 1.1 of the Base Agreement is hereby deleted entirely and replaced with the following:

"Termination Date" means April 30, 2024.

2. FURTHER PROVISIONS OF THIS AMENDING AGREEMENT

- (a) For the avoidance of doubt, the Guaranteed Minimum Annual Revenue payable by the Contractor to the City prorated for the period between March 1, 2024 to April 30, 2024 inclusive shall be **5.21(1)** and shall be paid to the City within ten (10) days of this Amending Agreement.
- (b) This Amending Agreement shall be effective during the term of the Base Agreement (as amended hereby, if applicable) and shall terminate at the end of such term.
- (c) Unless otherwise defined in this Amending Agreement, capitalized terms used herein shall have the meanings ascribed thereto in the Base Agreement.

3. RATIFICATION OF TERMS

The parties hereby ratify the terms and conditions of the Base Agreement, except as varied hereby, and agree that except as amended by this Amending Agreement, the Base Agreement will continue in full force and effect.

4. COUNTERPARTS

This Amending Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Amending Agreement by signing any counterpart.

5. ELECTRONIC EXECUTION

Delivery of an executed signature page to this Amending Agreement by either party by electronic transmission shall be as effective as delivery of a manually executed copy of this Amending Agreement by such party.

IN WITNESS WHEREOF this Amending Agreement has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized signatories:

OUTFRONT JCDECAUX STREET FURNITURE CANADA LIMITED PARTNERSHIP n/k/a OUTEDGE JCDECAUX STREET FURNITURE CANADA LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER OUTFRONT JCDECAUX STREET FURNITURE CANADA LTD. n/k/a OUTEDGE JCDECAUX STREET FURNITURE CANADA LTD.,

J Francois Nion

Signature

J Francois Nion, Co-President OUTFRONT/JCDecaux

Print Name and Title

Michele Erskine

Signature

Michele Erskine, Co-Director OUTFRONT/Decaux

Print Name and Title

CITY OF VANCOUVER

Alexander Ralph

Signature

Alexander Ralph - Chief Procurement Officer

Print Name and Title

Lon LaClaire

Signature

Lon LaClaire, General Manager of Engineering Services

Print Name and Title

Frances J. Connell

Signature

Frances J. Connell, KC, City Solicitor and Director of Legal Services

Print Name and Title

SIXTH AMENDMENT TO STREET FURNITURE AGREEMENT

THIS AGREEMENT (this “Amending Agreement”) is made effective as of May 1, 2024

BETWEEN:

OUTEDGE JCDECAUX STREET FURNITURE CANADA LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER OUTEDGE JCDECAUX STREET FURNITURE CANADA LTD., located at Suite 3500-1133 Melville Street, The Stack, Vancouver, British Columbia, V6E 4E5 (the “Contractor”)

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4 (the “City”)

WHEREAS:

- A. The Contractor and the City have entered into an agreement relating to the provision of Street Furniture in the City of Vancouver dated December 10, 2002, as amended by amendments dated September 27, 2006, November 19, 2013, September 27, 2018 (this amendment referred to as the “Third Amendment”), December 15, 2023 and February 29, 2024 (collectively, the “Base Agreement”);
- B. The City is preparing to issue a request for proposals to secure the services of a new street furniture provider following expiry of the Base Agreement; and
- C. The City wishes to extend the Base Agreement on the terms and conditions set out in this Amending Agreement to allow for an orderly transition of services between the Contractor and the new street furniture provider, and the Contractor wishes to enter into the Amending Agreement with the City.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. AMENDMENTS TO BASE AGREEMENT

- (a) The following definitions from the Third Amendment (as amended below) are added to Section 1.1 of the Base Agreement:

“City Annual Digital Revenue Share” means, in any given Fiscal Year, and during the Post-Term Period, s.21(1) of Gross Digital Revenues;

“Digital Street Furniture” means all Digital Street Furniture Elements and related structures provided by the Contractor pursuant to the terms of this Agreement;

“Digital Street Furniture Elements” means digital advertising panels, otherwise known as faces, comprising bus shelters, map stands and standalone panels;

“Gross Digital Revenues” means in any given Fiscal Year, or during the Post-Term Period, as the case may be, the total revenues received by the Contractor from the sale of advertising on the Digital Street Furniture Elements less Advertising Agency Commissions;

- (b) The following definitions in Section 1.1 of the Base Agreement are deleted entirely and replaced with the following:

“Post-Term Period” means the period of time commencing on October 1, 2025 and ending on April 30, 2028;

“Termination Date” means September 30, 2025;

- (c) Section 6.2 of the Base Agreement is modified to add the following at the end of the Section:

Notwithstanding anything to the contrary in this Section 6.2, the Contractor shall not be responsible for the costs of any Street Furniture removals required under this Section 6.2 in excess of s.21(1) per annum. For certainty, the limit of s.21(1) per annum specified above will not apply to or limit the Contractor’s liability for: (a) the Contractor’s general repair and maintenance obligations under Section 6.1; or (b) the cost of removal of Automated Public Toilets as required under this Agreement, which the Contractor will be solely liable for in accordance with Section 6.4.

- (d) Section 6.3 of the Base Agreement is deleted entirely and replaced with the following:

6.3 Restoration

If the Contractor is required to remove Street Furniture pursuant to Section 6.2, and upon termination of this Agreement as required (which, for clarity shall only obligate the Contractor to remove the Automated Public Toilets as described in Section 6.4 and shall not require the Contractor to remove any of the other Street Furniture upon termination of this Agreement), the support or base surface of the site of that Street Furniture

shall be restored by making good the surface of the location to substantially the same condition and using substantially the same materials as the adjoining surface at the time of installation, unless directed otherwise by the City. As part of the removal of the Automated Public Toilets, the Contractor shall coordinate with the City to ensure that all applicable utilities connections are capped as required.

All costs of restoring the site following removal of the Street Furniture shall be borne by the Contractor, subject to the terms of this Agreement.

- (e) Section 6.4 of the Base Agreement is deleted entirely and replaced with the following:

6.4 Post-Term Period

- (a) The Contractor will have no responsibility under this Agreement to decommission or remove Street Furniture Elements or Digital Street Furniture Elements (including related subsurface elements) except for Automated Public Toilets, which the Contractor will decommission and remove in accordance with the terms of Section 6.3 at its sole cost prior to the end of the Post-Term Period.
- (b) The Contractor will, in consultation with the City, no later than 6 months prior to the end of the Post-Term Period, establish a schedule for decommissioning and removal of the Automated Public Toilets and make commercially reasonable efforts to ensure no gaps in service between the Contractor and the New Proponent (as defined in Section 8.6(h)). If the Contractor fails to complete removal of the Automated Public Toilets in accordance with such schedule, or otherwise in accordance with the terms of this Agreement, then the City may, upon providing at least 10 business days' prior written notice to the Contractor, take such additional steps as are reasonably necessary to complete removal of the Automated Public Toilets pursuant to Section 6.3 at the Contractor's sole expense.
- (c) The Contractor's Exclusive Right of Street Furniture Advertising will extend through the Post-Term Period.

- (f) A new Section 8.5 is added to the Base Agreement as follows:

8.5 Digital Revenue Share

During the Term and Post-Term Period, the Contractor shall pay to the City the City Annual Digital Revenue Share in monthly payments in arrears, based on the actual Gross Digital Revenues earned by the Contractor in respect of the Digital Street Furniture for the previous month, with payment to be made to the City within thirty (30) days from the last day of the previous month.

- (g) A new Section 8.6 is added to the Base Agreement as follows:

8.6 Additional Extension Terms

- (a) *Asset Condition Assessment.* The Contractor will provide to the City comprehensive asset condition assessment reports for all Street Furniture Elements and Digital Street Furniture Elements. The reports will be in accordance with, and include the information specified in, the City's memorandum issued to the Contractor dated March 15, 2024 entitled "Requirements for Condition Assessment of Street Furniture Assets". The Contractor will provide these reports as follows:
- (i) by July 16, 2024, a report for all Modular Bus Shelters and all Digital Street Furniture Elements; and
 - (ii) by September 30, 2024, a report for all Street Furniture Elements not covered in the June 30, 2024 report.
- (b) *New Digital Panels.* The Contractor will install 10 new double-sided Digital Street Furniture Elements (20 screens total) (each, a "New Digital Panel") by or before October 1, 2024. The types of installations and anticipated locations are indicated below, and final locations will be as determined between the parties, acting reasonably, based on specific installation requirements.

The City shall be responsible for procuring power to the junction box which will be located adjacent to the digital screen and will charge the Contractor for the associated construction work, the total for such work not to exceed s.21(1) for all 10 sites.

Location	Bus Shelter / Standalone
Davie and Richards	Bus Shelter
Davie and Howe	Bus Shelter
W Georgia and Richards	Bus Shelter
W 2 nd and Manitoba	Bus Shelter
Granville and Georgia	Standalone
Burrard and 4 th	Standalone
Robson and Hornby	Standalone
Robson and Thurlow	Standalone
Robson and Howe	Standalone
Burrard and Dunsmuir	Standalone

- (c) *Installation Obligations.* The parties acknowledge and agree that the Contractor's ability to install the New Digital Panels by or before October 1, 2024 as described in Section 8.6(b) is contingent upon each of the parties meeting their respective installation obligations as set out in Schedule "H" (the "Installation Obligations"). Each of the parties will use all commercially reasonable efforts to meet their respective Installation Obligations in accordance with the timing indicated in Schedule "H".

- (d) *Panel Delay Deduction.* If the City fails to complete any of its Installation Obligations for any New Digital Panel by the applicable date specified in Schedule “H”, and such delay causes the Contractor to be unable to complete installation of any New Digital Panel by October 1, 2024, then the Contractor will be entitled to deduct from monies owing to the City on account of the City Annual Digital Revenue Share an amount (the “Panel Delay Deduction”) for each delayed New Digital Panel, calculated as follows:

$$\text{Panel Delay Deduction} = \text{s.21(1)} \times \text{Delay Period}$$

where:

“Delay Period” means the number of days between October 1, 2024 and the date that installation of the New Digital Panel is completed

- (e) *Limitations on Panel Delay Deduction.* Notwithstanding the terms of Section 8.6(d), the Contractor’s entitlement to any Panel Delay Deduction will be subject to the following terms:
- (i) if the Contractor fails to complete any of its Installation Obligations for any New Digital Panel by the applicable date specified in Schedule “H”, then the total number of days of Contractor delay for all missed Installation Obligations related to that New Digital Panel will be deducted from the “Delay Period” used to calculate any Panel Delay Deduction for that New Digital Panel; and
 - (ii) if the City fails to complete any of its Installation Obligations by the applicable date specified in Schedule “H”, the Contractor will cooperate with the City in good faith to identify any potential mitigations related to the parties’ remaining Installation Obligations in order to accelerate and maintain the overall schedule for completion of the Installation Obligations, and each party will make commercially reasonable efforts to implement such mitigations.
- (f) *Installation of New Street Furniture Elements.* The Contractor will install new Street Furniture Elements at the direction of the City up to a maximum value (purchase and installation cost) of s.21(1) by or before September 30, 2025, on a schedule determined in consultation between the Contractor and the City, at such locations as directed by the City. Any purchase and installation costs above the s.21(1) cap shall be solely borne by the City. For certainty, the above-noted installations represent new installations, and the Contractor’s obligations under this Section 8.6(f) will not limit or derogate from the Contractor’s obligation to maintain and, if necessary, replace existing Street Furniture Elements under the terms of the Agreement.

- (g) *Ongoing Maintenance and Repair.* The Contractor will continue to maintain and repair all Street Furniture Elements and Digital Street Furniture Elements in accordance with the applicable repair and maintenance requirements set out in this Agreement, including without limitation Section 6.1, through to the end of the Post-Term Period. For clarity, the Contractor shall not be required to maintain and/or repair any Street Furniture Elements and Digital Street Furniture Elements installed by the New Proponent, unless the Contractor is the New Proponent.
- (h) *New Proponent Installations in Contractor's Service Area.* The City may allow its replacement street furniture provider (the "New Proponent") to install and advertise on street furniture during the Term and Post-Term Period within areas currently served by the Contractor in accordance with the following terms:
 - (i) The New Proponent may install and advertise on up to five double-sided Digital Street Furniture Elements (10 screens) on or after January 1, 2026.
 - (ii) The New Proponent may install and advertise on up to five additional double-sided Digital Street Furniture Elements (10 screens) on or after January 1, 2027.
 - (iii) All street furniture installations of the New Proponent will be installed outside of the Downtown Peninsula as identified in Schedule C.
 - (iv) All street furniture installations of the New Proponent will be implemented in a manner that does not infringe on the Contractor's Exclusive Right of Street Furniture Advertising under this Agreement.
- (i) *Transfer of Street Furniture Ownership.* Notwithstanding Section 14.15, the Contractor will transfer ownership of all Street Furniture Elements and Digital Street Furniture Elements (including all related subsurface elements) to the City or the New Proponent, at the direction of the City, effective April 30, 2028, and the Contractor will take all such further acts (in accordance with Section 14.20) as may be reasonably required by the City to effect such transfer of ownership. As part of the transfer of ownership, the Contractor will ensure that any Street Furniture Elements and Digital Street Furniture Elements that feature a software/hardware interface are not locked to proprietary software of the Contractor and are open for use by the City and the New Proponent. The terms of this Section 8.6(i) will not apply to Automated Public Toilets.
- (j) *Existing Advertising Agreements.* With respect to existing advertising agreements related to Street Furniture Elements or Digital Street Furniture Elements that remain in effect at the end

of the Post-Term Period (the “Existing Ad Agreements”), the Contractor will, at the sole discretion of the City, either:

- (i) assign Existing Ad Agreements to the City or the New Proponent; or
- (ii) terminate Existing Ad Agreements,

or a combination of the above, with effect as of April 30, 2028, and the Contractor will take all such further acts (in accordance with Section 14.20) as may be reasonably required by the City to effect such assignment or termination, as applicable.

- (h) Schedule “D” - Financial Terms of the Base Agreement is amended by deleting the last row of the table (labeled “2024 Post-Term Period”) and replacing it with the following new rows (including footnotes):

	Years	Guaranteed Minimum Annual Revenue	Percentage of Gross Revenue ³
21	2024	s.21(1)	s.21(1)
22	2025 ²		
23	2026		
24	2027		
25	2028 (4 months)		

¹ Percentage of Gross Revenue changes from s.21(1) effective May 1, 2024

² Post-Term Period commences October 1, 2025 and Percentage of Gross Revenue remains at s.21(1)

³ For clarity, percentage revenue sharing for Digital Street Furniture is covered separately in Section 8.5 of the Agreement

- (i) The document attached to this Amending Agreement as Schedule “A” is added as a new Schedule “H” - New Digital Panel Installation Obligations to the Base Agreement.

2. INTERPRETATION

Unless otherwise defined in this Amending Agreement, capitalized terms used herein shall have the meanings ascribed thereto in the Base Agreement.

3. RATIFICATION OF TERMS

The parties hereby ratify the terms and conditions of the Base Agreement, except as varied hereby, and agree that except as amended by this Amending Agreement, the Base Agreement will continue in full force and effect. To the extent of any conflict between this Amending Agreement and the Base Agreement, this Amending Agreement will take precedence. For clarity, all terms of the Base Agreement as amended by this Amending Agreement shall apply to the Post-Term Period to the extent applicable.

4. COUNTERPARTS

This Amending Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Amending Agreement by signing any counterpart.

5. ELECTRONIC EXECUTION

Delivery of an executed signature page to this Amending Agreement by either party by electronic transmission shall be as effective as delivery of a manually executed copy of this Amending Agreement by such party.

[Remainder of page left intentionally blank. Signature page follows.]


IN WITNESS WHEREOF this Amending Agreement has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized signatories:

OUTEDGE JCDECAUX STREET FURNITURE CANADA LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER OUTEDGE JCDECAUX STREET FURNITURE CANADA LTD.



Signature

Francois Nion, Co- President
Print Name and Title



Signature

Michele Erskine CEO OUTEDGE
Print Name and Title

CITY OF VANCOUVER



Signature

Alexander Ralph - Chief Procurement Officer
Print Name and Title



Signature

Lon LaClaire, General Manager of Engineering Services
Print Name and Title



Signature

Frances J. Connell, KC, City Solicitor & Director of Legal Services
Print Name and Title

[Signature page for Sixth Amendment to City of Vancouver Street Furniture Agreement]

Schedule A
New Digital Panel Installation Obligations

See attached.

Schedule "H"

New Digital Panel Installation Obligations

The completion dates set out below for the Installation Obligations are applicable for all New Digital Panel installations. Notwithstanding the foregoing, the parties acknowledge and agree that each New Digital Panel installation is its own project, and therefore each party will use all commercially reasonable efforts to move each New Digital Panel installation project through the required milestones independently as quickly as possible to maintain the overall completion date of October 1, 2024.

Milestone		Description	Completion Date
City Installation Obligations			
1.	Cost estimate	Obtain cost estimate for electrical connection to City grid (trenching, etc.)	May 15, 2024
2.	Design drawings	Create electrical design drawings for project	May 30, 2024
3.	Construction drawings	Approve IFC electrical drawings submitted by Contractor	June 21, 2024
4.	Construction trenching	Excavate trenches for laying electrical cables and infrastructure; install conduit from Service Panel (Kiosk) to Jbox; fill in sidewalk and roadway	Sept 15, 2024
5.	Final connection	Connect all electrical components and systems once panel installation completed by Contractor	Sept 30, 2024
Contractor Installation Obligations			
1.	Construction drawings	Submit IFC electrical drawings to City	June 13, 2024
2.	New Digital Panel - delivery	Complete order for panels to ensure readiness for installation	Sept 3, 2024
3.	Construction work to prepare for installation	Construct integrated frame structure; excavate trenches from panel location to Jbox; fill in sidewalk while bringing conduit to Jbox; pour concrete foundation and allow to set for 28 days	Aug 26, 2024
4.	New Digital Panel - installation	Install panels on integrated frame structure	Sept 23, 2024



SERVICES CONTRACT

City of Vancouver
(the "City")

AND: Overdose Prevention Society
(the "Contractor")

having the following address:

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

Tel Number: 604.673.8286

Email: dianna.hurford@vancouver.ca

having the following address:

390 Columbia Street
Vancouver, British Columbia Canada
V6A 4J1

Tel Number: 778.952.2015

Email: [s.22\(1\)](#) and [s.22\(1\)](#)

Name of City Project Manager: Dianna Hurford

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 E below. By signing below, the City and the Contractor hereby agree to be bound by the terms of this Services Contract.

PART A - SERVICES:

1. Background/Context for City's Need for the Services

The City has rented a portable washroom trailer and staff field office (collectively, the "Washrooms") to provide a public washroom/toilet facility for the use of people, primarily who identify as women, 2SLGBTQIA, gender diverse, substance users, sex workers, and people who are experiencing homelessness in the Downtown Eastside with the objective of increasing the level of hygiene and public health conditions in the Downtown Eastside partially in response to the COVID-19 pandemic. The City has also

- (a) obtained a licence (the "Impark Licence") from the landowner to place the Washrooms on a designated portion (the "Site") of Impark Lot 2215 located at 99 West Pender Street, which licence is attached as Schedule A; and
 - (b) contracted with a third party service provider to deep clean the Washrooms twice per day in accordance with COVID-19 safety protocols,
- and to complement the above, the City has requested that the Contractor provide the following services ("Services") in support of the use of the Washrooms.

2. Hours and Levels of Service

Subject to maintaining Funds/Expenditure Balance (as defined below), the Services are to be provided by the Contractor during the Term between the hours of 9:00am and 7:00pm, 7 days a week. However, at any time and from time to time (and subject to maintaining Funds/Expenditure Balance) the Contractor or the City can recommend that the Contractor modify the Services hours and/or days either increasing them up to and including 18 hours a day and 7 days a week or reducing them in any way deemed to be in the public interest by the parties and/or deemed to be necessary in order to maintain Funds/Expenditure Balance (as further outlined in Part E below). Where the parties agree on the recommendation or any modification of same, the parties will exchange emails between their authorized signatories and record the change in writing (attaching any relevant changes to the Budget (as defined below)).

3. Standards of Service

The Contractor will provide the following range of Services to the Washrooms according to their

operational best practice but the currently anticipated staffing model is 2 staff comprised of 2 peer positions to cover the actual staffing of the Washrooms:

- (a) Checking to make sure that people are safe and well within the Washrooms;
- (b) Supporting the flow of movement to support user access to and support the observance of reasonable time limits in and around the Washrooms;
- (c) Respite, including seating and heat and hot weather response for site users;
- (d) If someone is not responsive or observing guidelines, have in place and have the Contractor's staff trained to follow a reasonable protocol to respond;
- (e) Whenever for any reason, Contractor's staff are not able to be present to monitor the Washrooms, to ensure the washrooms are properly locked and secured until staff are able to resume monitoring;
- (f) Collect used needles in a safe manner and dispose into needle boxes;
- (g) Collect debris, including drug paraphernalia for disposal as required throughout the daily operational period;
- (h) Keep stairs and ramps clear of people and debris;
- (i) Ensure that supplies are always available (toilet paper, hand towels and hand soap);
- (j) Work with the City to carry out a periodic evaluation of the washroom trailer operation; and
- (k) Support crowd control in the form of limiting the number of people in washroom areas in accordance with social distancing measures where possible.

4. Proper Staff Training

The Contractor will ensure that its employees and volunteers have adequate staff support with training, including or related to:

- (a) COVID-related public health measures (general);
- (b) Personal Protective Equipment (PPE) Training (appropriate items - face, hands, feet; putting on/taking off; end of shift cleaning);
- (c) Crisis Prevention & Intervention (CPI);
- (d) First Aid - minimum of CPRC with AED;
- (e) Harm reduction;
- (f) Naloxone administration;
- (g) COVID-related over-dose response (new oxygen protocols);
- (h) Physical safety;
- (i) Gender inclusion training;
- (j) Non-violent conflict intervention & de-escalation;
- (k) Cultural safety training; and
- (l) Counselling/Support Network.

5. PPE and Safety Equipment for Staff

The Contractor will ensure that its staff is provided with all necessary equipment and training to ensure the following Safety Protocols are successfully implemented:

- (a) Ensure Contractor's attendants are equipped appropriately (e.g. PPE, Naloxone, Reflective Vests, Radios/ Cell Phones);
- (b) Develop crowd control limits;
- (c) If there is a concern, overdose, or other emergency, the Contractor will ensure attendant is properly trained and supported to follow reasonable safety protocol and notify supervisor/9-1-1 as required or appropriate; and
- (d) Ensure Contractor's attendants have safe and comfortable environment (e.g. chair, locker, place to charge phone).

6. Impark Licence

The Impark Licence is attached as Schedule A and the Contractor now acknowledges it has read the Impark Licence and agrees to ensure that the Services are provided in such a way as to not breach any of the conditions of use set out in the Impark Licence, including without limitation and by way of example only:

To only use the Site for the "Permitted Use" and to not allow the use of the Site for commercial or personal motor vehicle access or parking.

To not do or allow any of the following without the City's written permission:

- Move, alter or adjust fencing location;
- Paint, adhere signs, fabric, plywood and similar items to the fencing;
- Paint, mark, dig or drill parking surfaces;
- Block vehicle and pedestrian traffic to and from the adjacent parking lot; and
- Erect or place structures of any sort, including plants, furniture, appliances, even if temporary.

Start date for the Services: January 1, 2021 (the "Start Date")

The Contractor agrees to complete the Services by: December 31, 2021 (the "Completion Date")
(the "Term")

PART B - FEES AND EXPENSES:

Billing Date(s): N/A as per Part E

Fees: The actual incremental costs and expenses reasonably incurred by the Contractor in order to provide the Services plus 15% on account of administrative overhead, all as generally agreed upon in advance or from time to time by the parties in the Budget, as adjusted over the Term to maintain Funds/Expenditure Balance.

Definitions:

"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.

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)

Maximum Amount of Fees and Expenses (the "Maximum Amount"):

\$23,505 per month maximum x 12 months = \$282,060
(plus GST/PST)

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 \$5,000,000 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;

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 thirty (30) days' prior written notice of any cancellation of the policy or notice of mid-term endorsement reducing the limit of liability. 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

1. Funds/Expenditure Balance

- a. The parties agree that a primary objective of this Agreement is to ensure that the amounts paid out of the trust account to the Contractor for the Services is as evenly balanced with the Maximum Amount over the Term as possible (at least as is reasonably feasible in the circumstances). Since the Maximum Amount is \$282,060 and the Term is 365 days, this balancing of funds and expenditures equates to \$772.77 per day and a monthly maximum of \$23,505 per calendar month ("**Funds/Expenditure Balance**").
- b. Accordingly, the parties will prior to or as soon as possible after the Start Date review and agree on the Contractor's proposed expenditures for the Term ("**Budget**") so as to ensure that the Budget will achieve Funds/Expenditure Balance and will make any adjustments considered necessary working cooperatively with each other.
- c. Then, in each following month, in conjunction with the reporting required to be made by the Contractor pursuant to Section 2(e) below, the Contractor will (as and when necessary if

estimates deviate from actuals) update and adjust the Budget for the balance of the Term so as to ensure that the Budget will achieve Funds/Expenditure Balance and then present to the City for review and for the parties to make any further adjustments considered necessary working cooperatively with each other.

- d. For further certainty, and despite paragraphs a, b and c above, if the Contractor exceeds the amount set out in the Budget for any month or expends funds that are not permitted to be reimbursed under this Agreement, the Contractor is prohibited from withdrawing these excess or unpermitted amounts from the trust account and will be solely responsible for such amounts and the City will have no liability for same nor for reimbursing same to the Contractor unless, prior to or following the event, the City approves of same in writing, which approval the City may withhold or grant in its sole discretion. The Contractor agrees to make best efforts to seek such written approval of the City immediately upon becoming aware of any event or circumstance where the Contractor is able to foresee such an event occurring or in the event of a sudden occurrence or emergency, as soon as possible after the event has occurred and in any event no later than 5 business days following such occurrence.

2. Payments

- a) Despite Section 20 of the Services Contract Terms and Conditions, the City and the Contractor agree that the Contractor is required to invoice the City for the Maximum Amount (less the amount of \$18,952 (the "Pre-Paid Amount") which has been paid by the City to the Contractor prior to the signing of this Agreement) within 5 days of signing this Agreement. The City will then promptly pay the Contractor the Maximum Amount (net of the Pre-Paid Amount) plus applicable GST and PST in full and in advance of the provision of the Services. Such advance payment will be deemed to be made in trust and on condition that the Contractor will provide all Services in respect to which such advance payment is made and that the use of such funds for any purpose other than the payment of the permitted expenses referred to in paragraph (c) below for the Services provided under this Agreement is expressly prohibited by the terms of this trust.
- b) The Contractor will, upon execution of this Agreement, open a separate bank account for the purposes of receiving the above-noted trust funds with a licensed financial institution having a branch within the City of Vancouver and in the name of the Contractor "in trust for the City of Vancouver" and will only draw the funds out of the trust account as and when the Contractor provides the reports required to be provided pursuant to paragraph (d) below. The trust account can be interest bearing and all interest will accrue to the benefit of the Contractor as compensation for the administrative costs of maintaining the account.
- c) The Contractor will pay itself not more frequently than once per month from the trust account and then only for the lesser of:
 - i. the approved monthly or partial period Budget for that period; and
 - ii. incremental costs and expenses related to the provision of the Services, such as by way of example the costs of peers/employees, supplies for staff (such as PPE), costs of accounting staff to prepare the detailed reports required pursuant to paragraph (e) below, which would not have been incurred but for the provision of the Services (plus the 15% administrative fee allowed under Part B - Fees above and applicable GST and PST).

Where the Contractor wishes to incur costs in excess of the approved Budget or which might be considered to be in the nature of capital costs rather than operating costs (eg. radios, cell phones, charges, furniture), no such expenditures will be charged or invoiced under this Services Contract without (a) receiving approval by having same included in a revised Budget approved by the City, or (b) first receiving approval in writing from the City as to how to equitably allocate such expense as between this Services Contract and the Contractor's general expenses. For greater clarity, the only operational expenses for which the City will be responsible are the third-party costs described in Part A - Services, Section A, paragraphs (a) and (b). The Contractor acknowledges and

agrees that the payments described in this Part E are intended to cover actual incremental costs in respect of the Services. Accordingly, the Contractor will hold in the trust account any portion of the Maximum Amount that is not properly payable out the trust account to the Contractor in the provision of the Services during the Term and upon the expiry or sooner termination of this Services Contract, the Contractor will utilize or pay out the unused trust funds only as directed in writing by the City's Director of Finance.

- d) Upon receipt of the reports referred to in paragraph (e) below, and taking into account the Maximum Amount paid by the City to the Contractor and the amount remaining in the trust account from time to time, the City may exercise its rights under Part A, Section B.1. to recommend that the Contractor modify the Services hours/days or to suggest other modifications to the Services as considered by the City to be in the public interest and/or so as to achieve Funds/Expenditure Balance. The Contractor agrees to make good faith efforts to consider and if feasible implement the City's recommendation subject always to the Contractor's operational requirements and employment and other contractual obligations. The Contractor shall submit to the City reports regarding the Services within 6 weeks of the end of each calendar month during the Term. Each such report shall set out in detail ((using the template, and otherwise to the satisfaction of the City as to format and content, and certified correct by the Contractor's authorized signatory) for the applicable period:
- i. simple statement showing opening balance of trust account, amount paid out to Contractor from trust account and closing balance;
 - ii. actual Budget for prior period, showing actual amounts of the Contractor's incremental expenses in providing the Services;
 - iii. an explanation of differences (if any) between projected Budget from prior period and actual Budget from prior period;
 - iv. the updated Budget for upcoming period, adjusted to reflect information acquired in prior reporting period (eg. changes in prices or labour costs); and
 - v. a general update on the state of the Services, including any upcoming needs, changes made to operations, planned changes to operations, red flags, and anything else of relevance to the City's ability to monitor and understand how effectively and efficiently the Services are being provided.

3. Extension of Term

The City may extend the length of the Term month to month by providing 2 days' written notice to the Contractor, and the City may then, at its sole option, convert the payment for same from an advance payment to a monthly payment pursuant to Section 20 of the Services Contract Terms and Conditions instead of paragraph 1(a) of this Part E.

4. Electronic Execution

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

5. Schedules

Schedule A - Impark Licence is attached to this Services Contract and forms an integral part of this Services Contract to the extent described in Part A, Section 6 above.

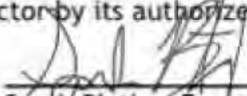
The parties hereto have duly executed this Contract as of the ____ day of March, 2021, with legal effect as and from the Start Date.

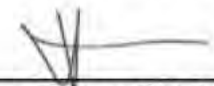
SIGNED AND DELIVERED on behalf of the City by
its authorized signatory(ies):

Per: Sarah Blyth
Authorized Signatory

Per: Tara Taylor
Authorized Signatory

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

Per: 
Sarah Blythe, Executive Director

Per: 
Tara Taylor, OPS Board Member

The parties hereto have duly executed this Contract as of the ____ day of March, 2021, with legal effect as and from the Start Date.

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

Per: Frances J. Connell
Authorized Signatory

Per: [Signature]
Authorized Signatory
Chief Procurement Officer

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

Per: _____
Sarah Blythe, Executive Director

Per: _____
Tara Taylor, OPS Board Member

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.
- 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;

- Details of any applicable taxes; 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.
 26. Electronic Funds Transfer. The City expects to make payments by electronic funds transfer and the Contractor must provide banking information to the City in order to permit this.
- #### D. GENERAL
27. Time for Performance. Time is of the essence in this Contract.
 28. Amendments. No modification of this Contract is effective unless it is in writing and signed by all the parties.
 29. 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.
 30. 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.
 31. 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.
 32. 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.
 33. 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.
 34. 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.
 35. 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.

36. **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.
37. **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.
38. **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**

**SCHEDULE A
IMPARK LICENCE**

LICENSE – SPECIAL EVENTS

Term Sheet

LICENSOR: IMPERIAL PARKING CANADA CORPORATION ("Impark")
Address: 300-601 West Cordova Street, Vancouver, BC V6B 1G1
Contact Person: Gregory Pinch
Email: gregory.pinch@reefparking.com
Phone: 604.331.7242

USER: City of Vancouver, a municipal corporation ("User")
Address: 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4
Contact Person: Emily Aeng
Email: emily.aeng@vancouver.ca
Phone: 604.873.7990

LOT: Lot # 2215 – 99 West Pender
Address: 99 West Pender Street, Vancouver, BC
Stalls 15 through 32 – See sketch on Schedule "A"
("Licensed Area")

PERMITTED
USE: Attach separate page as Schedule "B" if more space needed:

TERM: From (date): Monday, February 8th, 2021/00:01AM
To (date): Friday, December 31st, 2021/18:00PM

FEE: \$43,357.00 (\$4,000 per month x 10 months and Feb pro-rated plus \$500 (Impark Admin Fee) plus applicable taxes
DUE DATE: Friday, February 5th, 2021

DEPOSIT: \$10,000
DUE DATE: Friday, February 5th, 2021

Additional Terms (if any): Attach Schedule D if more space needed.

INITIALS: JK / OA

Page 1 of 6

Lot 2215 – 99 West Pender – City of Vancouver – Feb 8th to Dec 31st, 2021
Created on Feb 8th, 2021

Attachments: ☒ Schedule A – sketch plan of Licensed Area
☒ Schedule B – Permitted Use (additional page)
☒ Schedule C – Approved Alterations
☒ Schedule D – Additional Terms (additional page)

Impark's standard Terms and Conditions are attached to and incorporated into this document. If no Terms and Conditions are attached, this document does not create a binding agreement.

IMPARK

By: Jens Lange

Director, Account Management
Name and Title (please print)

Date: Feb. 04, 2021

USER

By: Carvan Sung

Carvan Sung, Supervisor, Property Negotiations
Name and Title (please print)

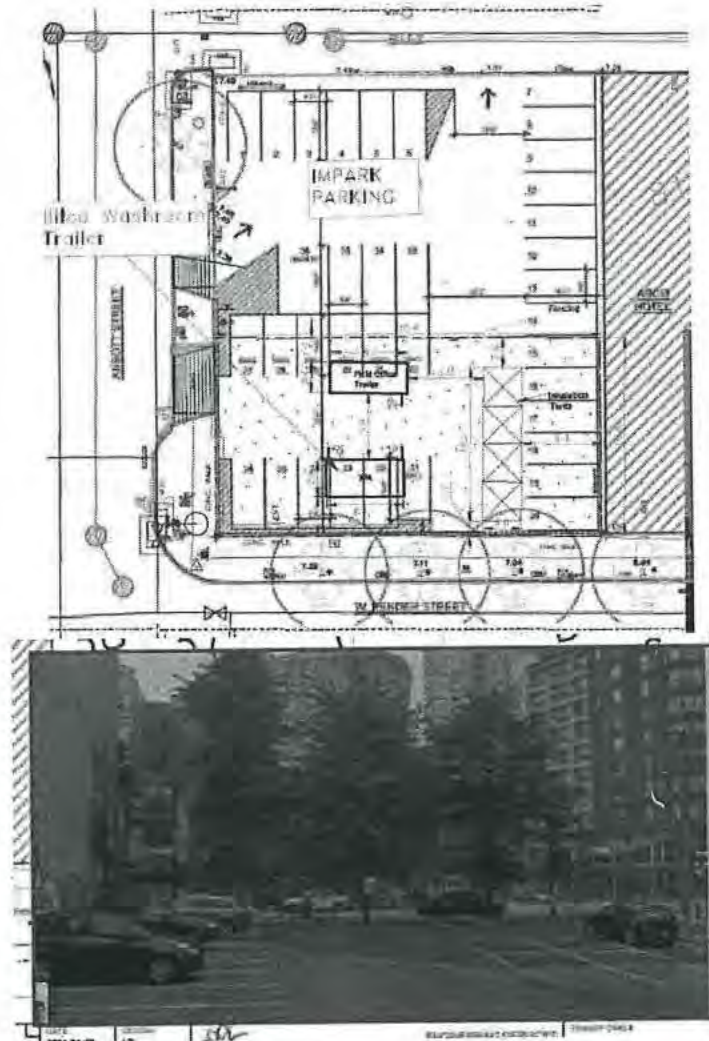
Date: Feb. 5, 2021

INITIALS: SL / CS

Page 2 of 6

Lot 2215 – 99 West Pender – City of Vancouver – Feb 8th to Dec 31st, 2021
Created on Feb 8th, 2021

Schedule "A"
Licensed Area



INITIALS: JK / OS

Page 3 of 6

Lot 2215 - 99 West Pender - City of Vancouver - Feb 8th to Dec 31st, 2021
Created on Feb 8th, 2021

Schedule "B"
Permitted Uses

User is permitted to do the following:

- Place four Inhalation Tents with a combined measurement not more than 3 meters wide and not more than 12.2 meters long. The tents must be secured with weights and no drilling into the asphalt.
- Place two trailers, one for a field office measuring not more than 2.4 meters wide by not more than 6.1 meters long and a washroom trailer measuring not more than 2.9 meters wide and not more than 6.1 meters long. Garbage and waste from both trailers must be removed from the site daily. The trailers cannot be attached to the asphalt.
- Enclose the Licenced Area with temporary fencing. No drilling into the parking surface to secure fencing. Fencing must be secured by weights.
- Serving of food and alcohol are allowed with proof of City permitting and licencing.
- Use of site for illicit drugs or legal drugs is only permitted with proof of Government and Police permitting and licencing.
- No markings on the parking surface is permitted.
- Area must be kept clean and organized during the Term.
- Upon termination of Licence, the Licence Area must be power scrubbed.
- Impark recognizes that although the Licenced Area is Licenced to the City of Vancouver, the City of Vancouver has the right to sub-contract to Vancouver Coastal Health, its affiliates, and reputable social service enterprises to run the site. The City of Vancouver will share the portion of its agreement with the above mentioned organization so that Impark is comfortable that the restrictions mentioned above will be adhered to

INITIALS: JK / OS

Page 4 of 6

Lot 2215 - 99 West Pender - City of Vancouver - Feb 8th to Dec 31st, 2021
Created on Feb 8th, 2021

Schedule "C"
Permitted Alterations

No alterations of the Lot are permitted during the Term of the Licence

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Page 5 of 6

Lot 2215 - 99 West Pender - City of Vancouver - Feb 8th to Dec 31st, 2021
Created on Feb 8th, 2021

Schedule "D"
Additional Terms and Conditions

Utilities: The User will be responsible for the supply of all water, electricity and other utilities it requires at the Lot during the Term. Any Utilities obtained offsite, will need to come from the Pender Street side to ensure that they do not go through the active parking facility.

Restriction of Access to Lot: The User shall, at its own cost and expense, provide traffic control personnel in numbers and locations sufficient to direct traffic in and about the Licensed Area and to/from all points of access and egress thereto in the Lot and on the street.

Cancellation: Impark has the right to cancel this licence with at least 15 days' notice, with notice sent by email. Upon cancellation the User must ensure the Licenced Area is ready by end of day to be used for parking of vehicles, any additional cleaning needed by Impark to ready the stalls will be at the User's expense. Section 2.1 of Impark's Terms is amended by deleting the sentence allowing Impark to cancel on less than 15 days' notice if the Master Agreement allows for same.

Extension: The User has the right to request a further extension of this Licence Agreement. If Licence Agreement is extended it will be on a month by month basis with the Cancellation clause above in effect. Impark has the right to deny the request for an extension at its sole discretion.

INITIALS: JK / OS

Page 6 of 6

Lot 2215 - 99 West Pender - City of Vancouver - Feb 8th to Dec 31st, 2021
Created on Feb 8th, 2021

LICENSE – SPECIAL EVENTS
STANDARD TERMS & CONDITIONS

1. License of Licensed Area

1.1 Grant: Subject to the terms of this License, Impark grants to the User the right to use the Lot or a portion thereof (as applicable) for the Permitted Uses. The User acknowledges that this License grants permission for the use of the Licensed Area only, and that Impark does not in any way take possession of any vehicles or property brought by the User onto the Licensed Area. The User acknowledges and agrees that it shall be responsible for collecting and remitting all taxes exigible from its use of the Licensed Area.

1.2 Owner's Consent: Impark manages and operates the Lot pursuant to a master agreement (the "Master Agreement") with the owner of the Lot or the owner's agent (the "Owner"). Impark represents and warrants that the Owner has consented to the granting of this License for the Permitted Uses during the Term described below, and that Impark has full right and authority to enter into this License.

2. Term and Termination

2.1 Termination of Master Agreement: The User acknowledges that the Lot is being operated by Impark under the Master Agreement and that this License is a license of the Licensed Area only and is subject and subordinate at all times to the Master Agreement. If the Master Agreement expires or is terminated for any reason, then Impark may terminate this License without penalty by giving 30 days' prior notice to the User (or a shorter period of notice if the notice period given by the Owner to Impark for the termination of the Master Agreement is less than 30 days).

2.2 Default: Impark may terminate this License immediately and without notice, and without prejudice to its other rights and remedies, if the User uses the Lot for any purpose other than the Permitted Uses or is in default of any material covenant, obligation or condition of this License. Notwithstanding the foregoing, if the default is of a nature that does not present imminent and substantial risk of harm to the Lot or to persons or property not connected with the Permitted Uses, Impark agrees to provide to the User a reasonable opportunity to cure the default prior to exercising its rights of termination in this section 2.2.

2.3 Refund of Fee: If this License is terminated pursuant to Section 2.1 prior to the commencement of the Term, Impark will refund to the User the license fee paid by the User. If this License is terminated pursuant to Section 2.1 during the Term, Impark will refund to the User the portion of the license fee which represents the paid for but unused portion of the Term as of the effective date of such termination.

3. Fee and Deposit

3.1 License Fee: The User will pay the License fee set out in the Term Sheet plus applicable taxes (if any) on or before the date set out in the Term Sheet.

3.2 Deposit: The User will provide Impark with a refundable security deposit set out in the Term Sheet. If the User terminates this Agreement within thirty (30) days of commencement of the Term, the Deposit shall be absolutely forfeited to Impark as liquidated damages and not as a penalty. Subject to the due performance by the User of its obligations under this License, Impark will return the Deposit to the User without interest within 10 business days of the later of:

- (a) expiry of the Term, and
- (b) expiry of the lien period under applicable builders' lien legislation, if a contractor performed repairs or alterations to the Licensed Area on behalf of the User,

less any reasonable out-of-pocket costs incurred directly by Impark in connection with the User's use of the Lot.

4. User's Covenants

4.1 Permitted Use: The User will only use the Lot for the Permitted Uses and for no other purpose without the prior written consent of Impark, which consent may be withheld in Impark's sole discretion. The User agrees not to overload the Licensed Area or to use propane-powered equipment in the Licensed Area without the prior consent of Impark.

Initials 

4.2 **As-Is:** The User has inspected the Lot and the Licensed Area to its reasonable satisfaction and accepts the Licensed Area in its "as is" condition. The User acknowledges and agrees that neither Impark nor the Owner has made any representation or warranty as to the structural integrity of the Lot or its fitness or suitability for the Permitted Uses, or with respect to any utilities servicing the Lot.

4.3 **Permits & Licenses:** The User shall obtain all necessary permits, licenses and authorizations from third parties to conduct its business associated with the Permitted Use at the Lot, and will comply with all applicable federal, provincial, state and municipal laws, bylaws and regulations in the performance of the Permitted Uses at the Lot.

4.4 **Utilities:** Unless otherwise set out in the Term Sheet, the User shall be responsible for the cost of all utilities (if any) consumed at the Lot during the Term by the User, and acknowledges that Impark may deduct same from the Deposit. Impark and the Owner will not be responsible for any interruption in utility services.

4.5 **Impark Personnel:** The User agrees to comply with all reasonable instructions of any Impark personnel at the Lot from time to time during the Term, provided and to the extent that they are not inconsistent with the rights granted for the Permitted Use. The User shall not (and shall not permit its employees or agents to) hold itself out as a representative of Impark, and shall refer all questions from persons on the Lot or concerning the Lot to Impark personnel.

4.6 **Alterations, Additions and Restoration:** The User will make no addition or alteration to the Lot, including the surface of the Lot, or remove or alter any equipment, signage, booths or personal property of Impark in or about the Lot without Impark's prior written consent. Impark hereby consents to the alterations set out in Schedule "C", if any. The User will remove all garbage and other debris from the Lot prior to expiry of the Term and leave it in a broom-swept condition. Within 72 hours of expiry of the Term (or such longer time as may be agreed by Impark to accommodate the availability of repair personnel), the User will repair and restore the Lot to the same condition as immediately prior to the Term, reasonable wear and tear excepted. The User agrees that depressions in or deterioration of the surface of parking membrane of the Lot shall not constitute "reasonable wear and tear", even if caused by vehicles or equipment brought onto the Lot by the User. Impark reserves the right to approve any contractors selected by the User for repair and restoration purposes, or to undertake the work itself and deduct the cost thereof from the Deposit, if any, without prejudice to its rights to recover any additional costs from the User.

4.7 **Hazardous Substances:** The User agrees not to use any substance considered hazardous or toxic under applicable laws in the course of the Permitted Uses at the Lot, except as may be agreed in writing by Impark. If Impark permits the User to use such substances, Impark is not thereby assuming any responsibility, and the User shall remain fully liable for use, handling and disposal of such substances.

4.8 **Supervision on Lot:** The User will properly and reasonably supervise all persons in the Licensed Area during the Term. The User shall cause all of its personnel who may have occasion to direct or interact with Impark customers to treat them with courtesy and respect.

4.9 **Parking Rates:** The User acknowledges that any of its vehicles or equipment occupying space in the Lot outside of the Licensed Area (if any) will be subject to the Lot's current conditions and rates.

4.10 **Towing:** The User shall not authorize the towing of any vehicle from the Lot without the prior approval of the Impark representative set out in the Term Sheet.

4.11 **Licensed Vehicles:** The User represents and warrants that only vehicles that are duly licensed and insured in accordance with the laws of the Province or State in which the Lot is located will be permitted to enter the Licensed Area pursuant to this License.

5. Insurance and Indemnities

5.1 **Insurance:** The User will keep in force throughout the Term the following policies of insurance:

- (a) commercial general liability insurance, with limits of not less than Three Million Dollars (\$3,000,000) each occurrence for bodily injury and property damage arising out of the use of the Lot, including coverage for contractual liability, independent contractors, broad form property damage, personal injury, products and completed operations;
- (b) comprehensive or business automobile liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverage for owned and hired vehicles and for employer's non-ownership liability;

Initials  /

- (c) "all risks" property insurance on its property to full replacement cost;
- (d) workers compensation insurance in accordance with applicable laws; and
- (e) liquor liability insurance in an amount of not less than \$1,000,000 per occurrence, if liquor is going to be consumed on the Lot

and shall provide Impark with confirmation of insurance prior to the use of the Lot. The User's liability insurance will be primary and not call into contribution any insurance held by Impark or the Owner, will name Impark and the Owner as additional insureds, will contain a cross-liability clause and a waiver of the insurer's right of subrogation against Impark, the Owner and their respective directors, employees and agents.

5.2 Release: The User hereby releases Impark, the Owner, and their respective directors, employees and agents, from any and all claims, actions, causes of action, liabilities, damages, costs and expenses, including all legal costs on a solicitor-and-client basis ("Claims") arising out of or in connection with the User's use of the Lot or this License, except for a Claim arising out of breach of this License by Impark or the negligence or willful misconduct of Impark, or its employees and agents.

5.3 Indemnity: The User will indemnify and hold harmless Impark and the Owner from and against any and all Claims by third parties arising out of:

- (a) the User's use of the Lot;
- (b) the negligence or willful misconduct of the User, its employees, agents or invitees; or
- (c) breach by the User, its employees or agents of any covenant, condition or obligation set forth in this License or any other agreement with Impark relating to the Permitted Uses,

except for and to the extent a Claim arises as a result of a breach of this License by Impark or the negligence or willful misconduct of Impark or its employees. This indemnity will survive the expiration or termination of this License.

6. General

6.1 Entire Agreement: The whole contract and agreement between the parties is set forth in this License, and no representations, warranties or conditions have been made other than those expressed or implied herein, and no agreement collateral hereto will be binding unless made in writing and signed by the party to be bound.

6.2 Time of Essence: Time is of the essence of this License.

6.3 Waiver: No act or omission of either party is to be construed as a waiver of any term of, or right under, this License by that party. Any such waiver must be in writing.

6.4 Enurement, Assignment: This License is to be binding upon, and enure to the benefit of, the parties and their respective successors and permitted assigns. The User may not assign or subcontract its rights under this License without the prior written consent of Impark.

6.5 Law: This License will be governed by the laws of the Province or State in which the Lot is located.

Initials CS /

AMENDMENT NO. 1 TO
SUPPLY AGREEMENT

THIS AGREEMENT is made as of April 1, 2022

AMONG:

OVERDOSE PREVENTION SOCIETY VANCOUVER, a society registered under the laws of British Columbia and having an office at 58 West Hastings Street, British Columbia, V6A 0E6

(the "Contractor")

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

(the "City")

BACKGROUND:

- A. The City and the Contractor entered into the Original Agreement described herein; and
- B. The City and the Contractor have agreed to amend the Original Agreement in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, capitalized words will have the meanings set out in the Original Agreement and the following terms have the following meanings unless something in the subject matter or context is inconsistent therewith:

- (a) "Amended Agreement" means the Original Agreement as supplemented and amended by this Agreement;
- (b) "Amendment Effective Date" and "Start Date" means April 1, 2021;

- (c) "Original Agreement" means the supply agreement entered into on March 11, 2021 by the City and the Contractor having an Effective Date of January 1, 2021 and any previous amendments but expressly excludes this Agreement; and
- (d) "Parties" means the City and the Contractor and "Party" means one of them or either of them, as the context requires;

ARTICLE 2
AMENDMENT TO SUPPLY AGREEMENT

2.1 The Original Agreement is now amended as follows:

- (a) All references to "this Agreement" are now deemed to mean this amending agreement including the schedules hereto but expressly excludes the Original Agreement.
- (b) Part A is amended by:
 - (i) deleting the words "99 West Pender Street" from Section 1(a) and replacing them with "141 East Hastings Street";
 - (ii) adding after Section 3(k) the following:

"(j) Peer-based heat response initiatives, including but not limited to: sharing information on cooling centres, access to water and misting stations, and peer check-in support."
 - (iii) deleting the words "March 31, 2022 ("Completion Date")" and replacing them with "July, 31, 2022 ("Completion Date")";
- (c) Part B - Fees and Expenses is amended by adding under the Maximum Amount the following:

"\$19,000 for the period starting April 1, 2022 and ending July 31, 2022"

2.2 As of the Amendment Effective Date, the Original Agreement is amended as set out in the above Section 2.1 of this Agreement.

ARTICLE 3
GENERAL

3.1 Confirmation of Original and Amended Agreement

The Parties now ratify, confirm, and affirm the Original Agreement as amended by this Agreement.

3.2 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

3.3 Electronic Execution

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

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the Parties by their duly authorized signatories.

OVERDOSE PREVENTION SOCIETY VANCOUVER

Signature

Print Name and Title

Signature

Print Name and Title

CITY OF VANCOUVER

Signature

Alex Ralph, Chief Procurement Officer

Signature

Frances J. Connell, Q.C., Director of Legal Services

**AMENDMENT NO. 2 TO
SERVICES CONTRACT**

THIS AGREEMENT is made as of August 1, 2022

AMONG:

OVERDOSE PREVENTION SOCIETY VANCOUVER, a society registered under the laws of British Columbia and having an office at 58 West Hastings Street, British Columbia, V6A 0E6

(the “Contractor”)

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

(the “City”)

BACKGROUND:

- A. The City and the Contractor entered into the Master Agreement described herein; and
- B. The City and the Contractor have agreed to amend the Master Agreement in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement, capitalized words will have the meanings set out in the Master Agreement and the following terms have the following meanings unless something in the subject matter or context is inconsistent therewith:

- (a) “**Agreement**” means this amending agreement but expressly excludes the Master Agreement;
- (b) “**Amended Agreement**” means the Master Agreement as supplemented and amended by this Agreement;
- (c) “**Amendment Effective Date**” and “**Start Date**” means August 1, 2022;
- (d) “**Master Agreement**” means the services agreement entered into on March 11, 2021 by the City and the Contractor having an Effective Date of January 1, 2021

and any previous amendments including Amendment No. 1 dated April 1, 2021 but expressly excludes this Agreement; and

- (e) “Parties” means the City and the Contractor and “Party” means one of them or either of them, as the context requires;

ARTICLE 2 AMENDMENT TO SERVICES CONTRACT

2.1 The Master Agreement is now amended as follows:

- (a) All references to “this Agreement” and “this Services Contract” are now deemed to mean the Amended Agreement created by this amending Agreement;
- (b) Part A is amended by:
 - (i) adding after Section 3(k) the following:

“(l) The Contractor will provide the following range of Services to the Washrooms at Pigeon Park according to their operational best practice but the currently anticipated staffing model is 2 peer positions.

 - (i) The Contractor peers will provide washroom attendant services adjacent to the Automated Public Toilet (APT) or in the settled upon Kiosk location. Service will continue at the 5x8 Kiosk upon installation at the updated location;
 - (ii) Supervision of Automated Public Toilet Users. Same core work scope as Services for the Washroom Trailer Program in the Master Agreement;
 - (iii) Liaise with the community and OutFront staff during washroom servicing to promote safety and wellbeing, with support from the City’s Sanitation Services as needed;
 - (iv) Work with partners and community to promote overall life safety and wellbeing.
 - (m) The Contractor will provide the following range of Street Safety, Outreach, and Sanitation Services as may be required by the City:
 - (i) Wearing a high visibility vest, picking up garbage and putting it into areas for the City to pick up throughout the day;
 - (ii) Helping folks in tents to move enough to sweep and tidy around them without displacing them and removing larger items to discard;
 - (iii) Picking up meals 2 per day and delivering in first 15 days of the agreement;
 - (iv) Working with the Fire Department once per week for a walkthrough in response to safety concerns;
 - (v) Working with VANDU to communicate community needs and vice versa;
 - (vi) Wearing high visibility vests and using handheld stop signs, peers at each corner of the zero block to help show accessibility down the Zero block of East Hastings, and one floater to assist folks looking to get into their buildings.

(n) City Provided

The City is also seeking to secure a replacement site for 99 W Pender and will require Contractor's peer program as an integral component of the Washroom Trailer Program.

The City will provide a staff kiosk for the washroom attendant program. If not installed by service commencement, a tent for shade/weather protection will be provided by the City until the kiosk is installed.

(o) Deliverables and Schedule

- (i) Washroom Attendant Program - Pigeon Park - Services are to be provided by the Contractor between the hours of 9:00am and 9:00pm, 7 days a week during the three months term, approximately between the months of August 2022 to November 2022, with the possibility of extension;
- (ii) Street Safety/Outreach - August 1st, 2022 - Sept. 11th, 2022 - Services are to be provided by the Contractor during the Term between the hours of 8:00am and 7:00pm, 7 days a week;
- (iii) Washroom Trailer Program - Services are to be provided by the Contractor between the hours of 9:00am and 5:00pm, 7 days a week during the three months term, approximately between the months of August 2022 to November 2022, to be extended until March 2023 as will be confirmed in writing by the City once site is secured.
- (iv) Note: Coordinator role to support Washroom Attendant and Washroom Trailer Program."

- (ii) deleting the words "December 31, 2021 ("Completion Date")" and replacing them with "March 31, 2023 ("Completion Date") unless City does not receive further funding for period after October 31, 2022 through to March 31, 2023 in which case this Agreement expires October 31, 2022". City will notify Contractor of further funding on or before October 31, 2022 which notice will automatically extend Term to March 31, 2023 (or any prior date as set out in the notice if funding is only adequate to extend the Term to a date prior to March 31, 2023)";

- (c) Part B - Fees and Expenses is amended by adding under the Maximum Amount the following:

"\$212,000 for the period starting August 1, 2022 and ending March 31, 2023"; subject to the following limits:

- (a) Washroom Attendant Program - monthly maximum of \$13,440. Hourly rate for peer staff is \$20.00;
- (b) Street Safety/Outreach - weekly maximum of \$9,167, plus \$15,000 total for food services;
- (c) Washroom Trailer Program - monthly maximum of \$25,000,

All exclusive of GST, and the parties now agree that Part E [Additional Terms] Section 1 [Funds/Expenditure Balance] and Section 2 [Payments] continue to apply with the necessary changes to reflect the new Maximum Amounts set out above."

- (d) Part C - Approved Subcontractors is amended by deleting the word “None” and replacing it with “The Contractor may engage a subcontractor for food services with A Better Life Foundation.”

- 2.2 As of the Amendment Effective Date, the Master Agreement is amended as set out in the above Section 2.1 of this Agreement.

ARTICLE 3 GENERAL

3.1 Confirmation of Master and Amended Agreement

The Parties now ratify, confirm, and affirm the Master Agreement as amended by this Agreement.

3.2 Counterparts


This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

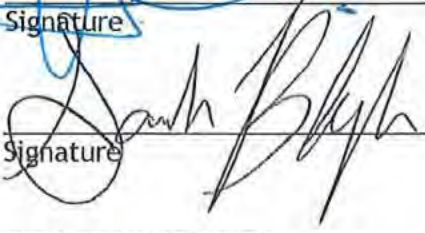
3.3 Electronic Execution

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

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the Parties by their duly authorized signatories.

OVERDOSE PREVENTION SOCIETY VANCOUVER


Signature

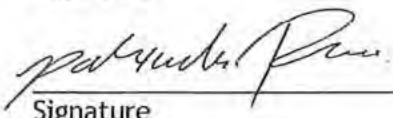

Signature

Tera Taylor (Board Chair)
Print Name and Title

Sarah Blyth (Executive Director)
Print Name and Title

CITY OF VANCOUVER

P D F Bruce
Signature


Signature

Frances J. Connell
Signature

Paul Bruce, Manager Contracts & Administration

Alex Ralph, Chief Procurement Officer

Frances J. Connell, Q.C., Director of Legal Services

AMENDMENT NO. 3 TO SERVICES CONTRACT

THIS AGREEMENT is made as of December 15, 2022 but effective as of and from October 3, 2022

AMONG:

OVERDOSE PREVENTION SOCIETY VANCOUVER, a society registered under the laws of British Columbia and having an office at 58 West Hastings Street, British Columbia, V6A 0E6

(the “Contractor”)

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

(the “City”)

BACKGROUND:

- A. The City and the Contractor entered into the Master Agreement described herein; and
- B. The City and the Contractor have agreed to amend the Master Agreement in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, capitalized words will have the meanings set out in the Master Agreement and the following terms have the following meanings unless something in the subject matter or context is inconsistent therewith:

- (a) “**Agreement**” means this amending agreement but expressly excludes the Master Agreement;
- (b) “**Amended Agreement**” means the Master Agreement as supplemented and amended by this Agreement;
- (c) “**Amendment Effective Date**” and “**Start Date**” (with respect to this Agreement) means October 3, 2022;

- (d) **“Master Agreement”** means the services agreement entered into on March 11, 2021 by the City and the Contractor having an Effective Date of January 1, 2021 and any previous amendments including Amendment No.1 dated April 1, 2021, and Amendment No.2 dated August 1, 2022, but expressly excludes this Agreement; and
- (e) **“Parties”** means the City and the Contractor and **“Party”** means one of them or either of them, as the context requires;

ARTICLE 2 AMENDMENT TO SERVICES CONTRACT

2.1 The Master Agreement is now amended as follows:

- (a) All references to “this Agreement” and “this Services Contract” are now deemed to mean the Amended Agreement created by this amending Agreement;
- (b) Part A - Services is amended by:
 - (i) amending and restating section 1(a) to read as follows:

“(a) obtained a licence (the “Impark Licence”) from the landowner to place the Washrooms on a designated portion (the “Site”) of Impark Lot 2215 located at 99 West Pender Street, which licence is attached as Schedule A, for the term starting January 1, 2021 and ending April 1, 2022;”
 - (ii) adding after Section 3(m)(vi) the following:
 - (vii) Provide Painting (as defined in Part B - Fees and Expenses) at up to three (3) sites as mutually agreed between the City and the Contractor.
 - (iii) deleting Section (o)(i) and replacing it with the following:
 - (i) Washroom Attendant Program - Pigeon Park - Services are to be provided by the Contractor between the hours of 9:00am and 9:00pm, 7 days a week during the term between the months of August 2022 to July 31, 2023, with the possibility of extension;
 - (iv) deleting Section (o)(ii) and replacing it with the following:
 - (ii) Street Sanitation/Safety/Outreach - August 1st, 2022 - January 31st, 2023 - Services are to be provided by the Contractor during the Term 9 hours per day, 7 days a week;
 - (v) deleting Section (o)(iii) and replacing it with the following:
 - (iii) Washroom Trailer Program - after completion of the services in July 2022, the services are suspended until further notice by

the City, and may be resumed as may be mutually agreed to between the City and the Contractor.

- (vi) adding a new section 7 as follows:

“7. Washroom Locations

The locations for the Washrooms are as follows:

- Washroom Trailer from January 1, 2021 to March 31, 2022 at 99 West Pender
- Washroom/Peer Services from April 1, 2022 to July 31, 2022 at 141 East Hastings and transitioning from 99 West Pender
- Automated Public Toilet with Washroom Attendant from August 1, 2022 to July 31, 2023 at Pigeon Park”

- (vii) Deleting the words “March 31, 2023 (“Completion Date”) unless City does not receive further funding for period after October 31, 2022 through to March 31, 2023 in which case this Agreement expires October 31, 2022”. City will notify Contractor of further funding on or before October 31, 2022 which notice will automatically extend Term to March 31, 2023 (or any prior date as set out in the notice if funding is only adequate to extend the Term to a date prior to March 31, 2023” and replacing them with “July 31, 2023 (“Completion Date”)”;

(c) Part B - Fees and Expenses

- (i) Maximum Amount of Fees and Expenses (the “Maximum Amount”): such Maximum Amounts as stated in the Original Agreement, Amendment No.1 and Amendment No. 2 and now amended and restated to read as follows:

Maximum Amount of Fees and Expenses (the “Maximum Amount”):

\$23,505 per month maximum x 12 months = \$282,060 (plus GST/PST)

\$19,000 for the period starting April 1, 2022 and ending July 31, 2022

\$539,355 for the period starting August 1, 2022 and ending July 31, 2023 subject to the following limits:

- (a) Washroom Attendant Program - monthly maximum of \$18,032.00, including peer coordinator (\$800/month) and 15% administrative overhead. Hourly rate for peer staff is \$20.00;
- (b) Street Safety/Outreach - monthly maximum for August 2022 will be \$60,798, including \$15,000.00 total for food services.
The monthly maximum for September 2022 will be \$74,247 (including \$14,371 for food services).

The monthly maximum for October 2022 will be \$53,176.00, plus \$2,000.00 for mural painting on sidewalk or plywood to install on fencing outside of Balmoral, garden site and two adjacent vacant buildings ("Painting") (up to three sites per Section 3(m)(vii) in Part A - Services).

The monthly maximum for November 2022 will be \$51,750.

The monthly maximum for December 2022 will be \$40,500.

The monthly maximum for January 2023 will be \$40,500;

**ALL monthly maximums listed include 15% for administrative overhead.

- 2.2** As of the Amendment Effective Date, the Master Agreement is amended as set out in the above Section 2.1 of this Agreement.

ARTICLE 3 GENERAL

3.1 Confirmation of Master and Amended Agreement

The Parties now ratify, confirm, and affirm the Master Agreement as amended by this Agreement.

3.2 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

3.3 Electronic Execution

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

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the Parties by their duly authorized signatories.

OVERDOSE PREVENTION SOCIETY VANCOUVER

Signature

Print Name and Title

Signature

Print Name and Title

CITY OF VANCOUVER

Paul Bruce, Manager Contracts & Administration

Signature

Frances J. Connell, K.C., Director of Legal
Services and City Solicitor

Signature

**AMENDMENT NO. 4 TO
SERVICES CONTRACT**

THIS AGREEMENT is made effective April 1, 2023

AMONG:

OVERDOSE PREVENTION SOCIETY VANCOUVER, a society registered under the laws of British Columbia and having an office at 58 West Hastings Street, British Columbia, V6A 0E6

(the “Contractor”)

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

(the “City”)

BACKGROUND:

- A. The City and the Contractor entered into the Master Agreement described herein; and
- B. The City and the Contractor have agreed to amend the Master Agreement in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement, capitalized words will have the meanings set out in the Master Agreement and the following terms have the following meanings unless something in the subject matter or context is inconsistent therewith:

- (a) “**Agreement**” means this amending agreement but expressly excludes the Master Agreement;
- (b) “**Master Agreement**” means the services agreement entered into on March 11, 2021 by the City and the Contractor having an Effective Date of January 1, 2021 and any previous amendments including Amendment No. 1 dated April 1, 2022, Amendment No. 2 dated August 1, 2022, and Amendment No. 3 dated December 15, 2022, but expressly excludes this Agreement; and

- (c) “Parties” means the City and the Contractor and “Party” means one of them or either of them, as the context requires;

ARTICLE 2 AMENDMENT TO SERVICES CONTRACT

2.1 The Master Agreement is hereby amended as follows:

- (a) Part A - Services is amended by:
- (i) deleting Section 3 (o) (i) and replacing it with the following:
 - (i) Washroom Attendant Program - Pigeon Park - Services are to be provided by the Contractor between the hours of 9:00am and 9:00pm, 7 days a week during the term between the months of August 2022 to December 31, 2023, with the possibility of extension;
 - (ii) adding after Section 3 (o) (iv) the following:
 - (v) Washroom Attendant Program - 144 E Hastings - Services are to be provided by the Contractor between the hours of 9:00 am and 9:00 pm, 7 days per week during the term between April 1, 2023 to March 31, 2024, with the possibility of extension;
 - (iii) adding after Section 3 (o) the following:
 - (p) The Contractor will provide the following range of Services to the Indoor Washroom at 144 E Hastings St.
 - (i) The Contractor peers will provide washroom attendant services according to their operational best practice but the currently anticipated staffing model is 2 peer positions, ½ time peer coordinator and ½ time storage peer coordinator;
 - (ii) Supervision of indoor washroom users. Same core work scope as Services for the Washroom Trailer Program in the Master Agreement
 - (iii) Work with partners and community to promote overall life safety and wellbeing
 - (iv) Coordinate for storage needs as donations are received/distributed
 - (v) The Contractor will provide the City with a monthly cost expenditures report and/or receipts as may be directed by the City for building operating costs, which is to be submitted to the City along with monthly invoices;
 - (iv) deleting Section 7 and replacing it with the following:
 - 7. Washroom Locations
 - The locations for the Washrooms are as follows:
 - Washroom Trailer from January 1, 2021 to March 31, 2022 at 99 West Pender;
 - Washroom/Peer Services from April 1, 2022 to July 31, 2022 at 141 East Hastings and transitioning from 99 West Pender;

- Automated Public Toilet with Washroom Attendant from August 1, 2022 to December 31, 2023 at Pigeon Park;
- Indoor Washroom with Washroom Attendant at 144 E Hastings St. from April 1, 2023 to March 31, 2024.

(v) deleting the words “July 31, 2023 (“Completion Date”)” and replacing them with “March 31, 2024 (“Completion Date”)”;

(b) Part B - Fees and Expenses is amended as follows:

Maximum Amount of Fees and Expenses (the “Maximum Amount”): such Maximum Amounts as stated in the Original Agreement, Amendment No.1 and Amendment No. 2 and Amendment No.3 now amended and restated to read as follows:

Maximum Amount of Fees and Expenses (the “Maximum Amount”):

\$23,505 per month maximum x 12 months = \$282,060 (plus GST/ PST)

\$19,000 per month maximum for the period starting April 1, 2022 and ending July 31, 2022

\$925,699 for the period starting August 1, 2022 and ending March 31, 2024 subject to the following limits:

- (a) Washroom Attendant Program at Pigeon Park - monthly maximum of \$18,032.00, including peer coordinator (\$800/month) and 15% administrative overhead. Hourly rate for peer staff is \$20.00;
- (b) Street Safety/Outreach - monthly maximum for August 2022 will be \$60,798, including \$15,000.00 total for food services. The monthly maximum for September 2022 will be \$74,247 (including \$14,371 for food services). The monthly maximum for October 2022 will be \$53,176.00, plus \$2,000.00 for mural painting on sidewalk or plywood to install on fencing outside of Balmoral, garden site and two adjacent vacant buildings (“Painting”) (up to three sites per Section 3(m)(vii) in Part A - Services). The monthly maximum for November 2022 will be \$51,750. The monthly maximum for December 2022 will be \$40,500. The monthly maximum for January 2023 will be \$40,500;
- (c) Indoor Washroom with Washroom Attendant Program at 144 E Hastings St.:
 - i. Monthly maximum of \$19,132.00, including 15% administrative overhead;
 - ii. Monthly maximum of \$1000 for building operating costs (utilities, insurance, plumbing, minor repairs); any plumbing expenses in excess of the \$1000 will be invoiced separately. The City will notify the Contractor with the list of preferred plumbing firms, which notice may provide direction to the Contractor to engage any of

these firms for plumbing work, and may include a date for the Contractor to suspend billing the City for plumbing and having instead a plumbing firm invoice the City directly. Once such direction comes into effect following the receipt of a notice by the Contractor, the Monthly maximum of \$1000 for building operating costs will exclude plumbing costs.

- iii. \$31,500 lease costs (\$3,500 monthly throughout 9 months) paid in advance by the City for the period from April 1, 2023 to December 31, 2023; starting from January 1, 2024 to March 31, 2024 the lease cost will be \$3,500 per month which may be paid monthly or as a lump sum at the City's discretion. Additionally, the City will pay in advance the \$3,500 damage deposit that the Contractor will return to the City at the end of the lease term.
- iv. One-time start-up cost of \$8,500.00, which includes Development Permit (\$1,000), Brave system installation and monitoring (\$2,500) for overdose prevention, and furniture, tools, shelving (\$5,000 total)

**ALL monthly maximums listed include 15% for administrative overhead.

ARTICLE 3 GENERAL

3.1 Confirmation of Master Agreement

The Parties now ratify, confirm, and affirm the Master Agreement as amended by this Agreement.

3.2 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

3.3 Electronic Execution

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

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the Parties by their duly authorized signatories.

OVERDOSE PREVENTION SOCIETY VANCOUVER



Signature

Sarah Ryle E.O.

Print Name and Title

Signature

Print Name and Title

CITY OF VANCOUVER

P D F Bruce

Signature

Paul Bruce, Manager Contracts & Administration

Frances J. Connell

Signature

Frances J. Connell, K.C., Director of Legal Services

AMENDMENT NO. 5 TO SERVICES CONTRACT

THIS AGREEMENT is made as of April 23, 2024

BETWEEN:

OVERDOSE PREVENTION SOCIETY VANCOUVER, a society registered under the laws of British Columbia and having an office at 58 West Hastings Street, British Columbia, V6A 0E6

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

(the “City”)

BACKGROUND:

- A. The City and the Contractor entered into the Master Agreement described herein; and
- B. The City and the Contractor have agreed to amend the Master Agreement in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

The original agreement is now amended as follows:

- A. All references to “this Agreement” and “this Services Contract” are now deemed to mean the Amended Agreement created by this amending Agreement;
- B. Part A - Services is amended by:
 - a. deleting the words “March 31, 2024 (the “End Date”)” and replacing them with “July 15, 2024 (the “End Date”);

1. FURTHER PROVISIONS OF THIS AMENDING AGREEMENT

- (a) Unless otherwise defined in this Amending Agreement, capitalized terms used herein shall have the meanings ascribed thereto in the Base Agreement.

2. RATIFICATION OF TERMS

The parties hereby ratify the terms and conditions of the Base Agreement, except as varied hereby, and agree that except as amended by this Amending Agreement, the Base Agreement will continue in full force and effect.

3. COUNTERPARTS

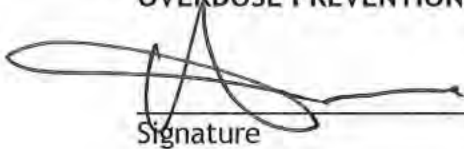
This Amending Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Amending Agreement by signing any counterpart.

4. ELECTRONIC EXECUTION

Delivery of an executed signature page to this Amending Agreement by either party by electronic transmission shall be as effective as delivery of a manually executed copy of this Amending Agreement by such party.

IN WITNESS WHEREOF this Amending Agreement has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized signatories:

OVERDOSE PREVENTION SOCIETY VANCOUVER


Signature

Tara Taylor, Chair of
Print Name and Title the Board

CITY OF VANCOUVER

P D F Bruce

Paul Bruce, Manager
Contracts and Administrations
City of Vancouver, Supply Chain Management

AMENDMENT NO. 6 TO SERVICES CONTRACT

THIS AGREEMENT is made as of September 9, 2024

BETWEEN:

OVERDOSE PREVENTION SOCIETY VANCOUVER, a society registered under the laws of British Columbia and having an office at 58 West Hastings Street, British Columbia, V6A 0E6

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

(the "City")

BACKGROUND:

- A. The City and the Contractor entered into the Master Agreement described herein; and
- B. The City and the Contractor have agreed to amend the Master Agreement in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

The original agreement is now amended as follows:

- A. All references to "this Agreement" and "this Services Contract" are now deemed to mean the Amended Agreement created by this amending Agreement;
- B. Part A - Services is amended by:
 - a. deleting the words "Washroom Attendant Program - Pigeon Park - Services are to be provided by the Contractor between the hours of 9:00am and 9:00pm, 7 days a week during the term between the months of March 31, 2024, to July 15, 2024, with the possibility of extension;"
 - b. and replacing them with "Washroom Attendant Program - Pigeon Park - Services are to be provided by the Contractor between the hours of 9:00am and 9:00pm, 7 days a week during the term between the months of July 15, 2024, to December 31, 2024, with the possibility of extension;"

1. FURTHER PROVISIONS OF THIS AMENDING AGREEMENT

- (a) Unless otherwise defined in this Amending Agreement, capitalized terms used herein shall have the meanings ascribed thereto in the Base Agreement.

2. RATIFICATION OF TERMS

The parties hereby ratify the terms and conditions of the Base Agreement, except as varied hereby, and agree that except as amended by this Amending Agreement, the Base Agreement will continue in full force and effect.

3. COUNTERPARTS

This Amending Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Amending Agreement by signing any counterpart.

4. ELECTRONIC EXECUTION

Delivery of an executed signature page to this Amending Agreement by either party by electronic transmission shall be as effective as delivery of a manually executed copy of this Amending Agreement by such party.

IN WITNESS WHEREOF this Amending Agreement has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized signatories:

OVERDOSE PREVENTION SOCIETY VANCOUVER


Signature

Tara Taylor, Board Chair
Print Name and Title

CITY OF VANCOUVER

P D F Bruce

Paul Bruce, Manager
Contracts and Administrations
City of Vancouver, Supply Chain Management

**AMENDMENT NO. 7
TO SERVICES
CONTRACT**

THIS AGREEMENT is made as of January 9 2025

BETWEEN:

OVERDOSE PREVENTION SOCIETY VANCOUVER, a society registered under the laws of British Columbia and having an office at 58 West Hastings Street, British Columbia, V6A 0E6

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

(the “City”)

BACKGROUND:

- A. The City and the Contractor entered into the Master Agreement described herein; and
- B. The City and the Contractor have agreed to amend the Master Agreement in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

The original agreement is now amended as follows:

- A. All references to “this Agreement” and “this Services Contract” are now deemed to mean the Amended Agreement created by this amending Agreement;
- B. Part A - Services is amended by:
 - a. deleting the words “Washroom Attendant Program - Pigeon Park - Services are to be provided by the Contractor between the hours of 9:00am and 9:00pm, 7 days a week during the term between the months of March 31, 2024, to June 30, 2025 with the possibility of extension:”
 - b. and replacing them with “Washroom Attendant Program - Pigeon Park - Services are to be provided by the Contractor between the hours of 9:00am and 9:00pm, 7 days a week during the term between the months of July 15, 2024, to June 30, 2025 with the possibility of extension:”

1. FURTHER PROVISIONS OF THIS AMENDING AGREEMENT

- (a) Unless otherwise defined in this Amending Agreement, capitalized terms used herein shall have the meanings ascribed thereto in the Base Agreement.

2. RATIFICATION OF TERMS

The parties hereby ratify the terms and conditions of the Base Agreement, except as varied hereby, and agree that except as amended by this Amending Agreement, the Base Agreement will continue in full force and effect.

3. COUNTERPARTS

This Amending Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Amending Agreement by signing any counterpart.

4. ELECTRONIC EXECUTION

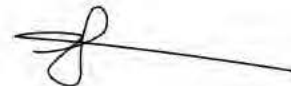
Delivery of an executed signature page to this Amending Agreement by either party by electronic transmission shall be as effective as delivery of a manually executed copy of this Amending Agreement by such party.

IN WITNESS WHEREOF this Amending Agreement has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized signatories:

OVERDOSE PREVENTION SOCIETY VANCOUVER

Print Name Sarah Blyth

Signature



CITY OF VANCOUVER

P D F Bruce

Paul Bruce, Manager
Contracts and Administrations
City of Vancouver, Supply Chain Management