



CITY OF VANCOUVER

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ADMINISTRATIVE REPORT

Report Date: October 5, 2008
Contact: Dave Rudberg
Contact No.: 604.296.2860
RTS No.: 07686
VanRIMS No.: 08-2000-20
Meeting Date: October 28, 2008

TO: Vancouver City Council

FROM: General Manager, Olympic and Paralympic Operations and Managing Director, Cultural Services

SUBJECT: 2010 Aboriginal Pavilion Update

RECOMMENDATION

- A. THAT subject to conditions set out in Recommendations B, C, and D, Council authorize a licence to the Four Host First Nations Society granting it the legal right to erect a temporary pavilion (the "2010 Aboriginal Pavilion" or "Pavilion") on a portion of the Queen Elizabeth Theatre Plaza and setting out the terms and conditions of construction, operation, and post-games use of the Pavilion.
- B. THAT, the Director of Legal Services be authorized to execute and deliver on behalf of the City the licence agreement and all other all legal documents required to implement Recommendation A.
- C. THAT, all such legal documents be on terms and conditions satisfactory to the General Manager of Community Services, General Manager of Olympic Operations, and Director of Legal Services.
- D. THAT, no legal rights or obligations will be created by Council's adoption of Recommendation A, B and C above until the licence and any other required legal documents are executed and delivered by the Director of Legal Services.

GENERAL MANAGERS' COMMENTS

The General Managers of Olympic and Paralympic Operations and Community Services RECOMMEND approval of the foregoing recommendation.

COUNCIL POLICY

There is no applicable Council Policy.

PURPOSE

The purpose of this report to provide an update to Council on planning for 2010 Aboriginal Pavilion and to seek Council's approval for the City Manager to sign a 2010 Aboriginal Pavilion Agreement. The agreement will outline the terms and conditions agreed upon by the City and the Four Host First Nations Society regarding the design and construction of the Pavilion, as well as the operation, maintenance and post Games use of the Pavilion.

BACKGROUND

The City of Vancouver together with their partners, The Government of Canada, will host two outdoor celebration sites in the downtown core. The two sites, Live City Vancouver @ Georgia Street and Live City Vancouver @ David Lam Park will showcase local, national and international entertainment, and include Olympic Highlights and engaging sponsor activations in free outdoor celebratory settings.

The Four Host First Nations Society, which includes the Lil'wat, Musqueam, Squamish and Tsleil-Waututh, and is a partner in the 2010 Olympic and Paralympic Winter Games, have been working in conjunction with the City to develop a temporary pavilion on the Queen Elizabeth Theatre Plaza for the duration of the 2010 Winter Games. A 2010 Aboriginal Pavilion Memorandum of Understanding between the City of Vancouver and the Four Host First Nations Society, approved by Council on May 24, 2007, set out the process, terms and conditions to facilitate the planning of the Pavilion (attached as Appendix A).

The Pavilion will play an integral role in Live City Vancouver @ Georgia Street and contribute to the success of the Live City Vancouver @ Georgia Street experience. The Pavilion space will provide for a range of functions including a trading post, showcasing/entertainment and hosting/reception highlighting the rich history and culture of First Nations and other Aboriginal interests from across Canada.

DISCUSSION

The Four Host First Nations Society has been moving forward with the planning of the Pavilion. Some notable updates to the 2010 Aboriginal Pavilion Memorandum of Understanding between Four Host First Nations Society and City of Vancouver dated May 1, 2007 include the following:

Funding

The Four Host First Nations Society has secured funding agreements for a temporary 2010 Aboriginal Pavilion. Funding will cover all aspects of the construction, servicing and maintenance of the Pavilion, including all out-of-pocket expenses related to the construction, occupation and removal of the Pavilion. All costs associated with operations and programming will also be at the cost of the Four Host First Nations Society.

Pavilion Site and Design

The site location of the temporary Pavilion on the Queen Elizabeth Theatre Plaza is outlined in Appendix B within a footprint determined by the City. The Pavilion is a temporary demountable structure, approximately 6,000 square feet, comprised of an entertainment/showcasing area, Trading Post, meeting rooms/Elders Lounge, washrooms and

necessary circulation space. The Pavilion will also occupy the Plaza level area of the current QE restaurant including shared use of the washrooms in the lower level to meet reception and hosting needs of the Four Host First Nations. The final Pavilion design will be the responsibility of the Four Host First Nations and subject to the approval by the City including Cultural Services, Civic Theatres Division, as well as any required permit approvals through the City's approval process.

Construction Schedule

Construction of the 2010 Aboriginal Pavilion will be compatible with the current renovation and construction schedule of the Queen Elizabeth Theatre. This construction schedule will be developed in consultation with the City's Civic Theatres and Facilities Design and Development staff as well as the Theatres' capital project consultant team and subject to City approval.

City's Post-Games Option to Retain

The City of Vancouver will not exercise its post-Games option to retain the Pavilion as outlined in the MOU dated May 1, 2007. The Four Host First Nations Society will be required to remove the Pavilion at their cost by June, 2010.

FINANCIAL IMPLICATIONS

The Four Host First Nations Society has indicated that it has secured funding necessary to cover all aspects associated with the construction and maintenance of the Pavilion including all out-of-pocket expenses related to construction, occupation or removal of the Pavilion. It has also been indicated that all costs associated with operations and programming will be at the cost of the Four Host First Nations Society.

CONCLUSION

With funding now in place, the City and Four Host First Nations Society are now able to negotiate a final agreement. This report seeks Council authorization to finalize and then sign a 2010 Aboriginal Pavilion Agreement which will grant the Four Host First Nations Society the legal right to erect a temporary 2010 Aboriginal Pavilion on a portion of the Queen Elizabeth Theatre Plaza. The agreement will outline the terms and conditions for design and construction of the Pavilion, as well as the Games time operation, maintenance and post-Games use of the Pavilion.

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2010 ABORIGINAL TRADE PAVILION MEMORANDUM OF UNDERSTANDING
BETWEEN
FOUR HOST FIRST NATIONS SOCIETY
AND
CITY OF VANCOUVER

The City of Vancouver and Four Host First Nations (Lil'wat, Musqueam, Squamish and Tsleil-waututh) are committed to working together to ensure that the Vancouver 2010 Olympic and Paralympic Winter Games and the City of Vancouver's 'Live Site' are a success.

This Memorandum of Understanding takes effect immediately on being signed by the parties but is dated May 1, 2007 for reference purposes.

BACKGROUND:

- A. The City of Vancouver (the "City") will be developing a 2010 "Live Site" on the former bus depot site and the Queen Elizabeth Theatre Plaza located at 649 Cambie Street, Vancouver (the "Plaza"), which will be joined to create one large integrated site by closing portions of adjacent streets to traffic.
- B. The "Live Site" will operate during the 2010 Winter Games period and hold a range of daily and nightly activities centered around a large television screen with live broadcasts of the Games, ceremonies, live entertainment, as well as recreational and cultural activities.
- C. The City is planning to undertake significant renovations to the Queen Elizabeth Theatre over the summers of 2007, 2008 and 2009 with final re-opening in October 2009. The City's plans include some modifications to the Plaza including the stairs along Georgia Street and the corner of Georgia & Cambie, opening up access and adding shelter along Hamilton Street and erecting an electronic sign on Georgia Street.
- D. It is anticipated that the Queen Elizabeth Theatre as well as the adjacent Vancouver Playhouse and the Media Club will all be actively and fully programmed for public events from the time of reopening in October 2009 through to the conclusion of the 2010 Olympic and Paralympic Arts Festivals and beyond.

- E. The Four Host First Nations Society (the "Four Host First Nations") wish to erect a temporary pavilion (the "2010 Aboriginal Trade Pavilion" or "Pavilion") on a portion of the Plaza and thereby include the Pavilion as part of the "Live Site" and the related public event programming.
- F. The City wishes to include the Pavilion in its plans for the Plaza and Live Site and considers the Pavilion to be an important contribution to the goals of the Games and to the success of the "Live Site".
- G. The Pavilion would serve a range of functions including a trading house, restaurant, and a hosting venue for the Four Host First Nations during the Games. The Pavilion would provide the Four Host First Nations an appropriate hosting venue, and a complex that allows the Four Host First Nations to showcase the rich history and culture of First Nations and other Aboriginal interests from across Canada.
- H. Accordingly, the parties have entered into this Memorandum of Understanding.

THE PARTIES NOW AGREE that they intend to implement and achieve their mutual desire and objective of having the Pavilion erected on the Plaza as part of the 2010 Olympic Games "Live Site" as follows:

1.0 **Funding** In order for the City and the Four Host First Nations to proceed with a legal agreement and the planning and construction of a Pavilion on a portion of the Plaza, the Four Host First Nations must have funding identified by September 30, 2007. The City and Four Host First Nations will then review the funding agreements together to determine their adequacy and to verify that any conditions on the funding can be met.

2.0 **Legal Agreement** Once funding has been reviewed and confirmed, the City and Four Host First Nations then intend to mutually agree on and sign, a legal agreement (the "Formal Agreement") granting the Four Host First Nations the legal right to use a portion of the Plaza as the site for the Pavilion generally as outlined in this Memorandum of Understanding and the attached plan.

3.0 **Design and Location of the Pavilion**. That portion of the Pavilion that is outlined in a solid line on the attached Appendix A must be a demountable permanent structure; that portion outlined in a dashed line must be a temporary, covered, transparent structure such that the full Plaza façade entrance to the Queen Elizabeth Theatre is not obstructed from the south east corner of Hamilton and Georgia Streets.

The Pavilion will be permitted to occupy the Plaza level area of the current restaurant, including the washrooms in the lower level. The Pavilion will not be permitted to occupy any other portion of the lower level.

The Pavilion structure will be sited on the Plaza within a footprint determined by the City. The Four Host First Nations Society agrees that the design and construction of

the Pavilion will facilitate any City plans to rebuild the Plaza after the Pavilion has been removed (including any plans to retain all or part of the Pavilion as set out in Section 6.0 below).

4.0 **Construction and Maintenance Costs** The construction and maintenance of the Pavilion will be solely at the Four Host First Nations' expense.

5.0 **Construction Schedule** The Four Host First Nations will complete construction of the Pavilion by no later than October 1, 2009 and will remove the Pavilion by June 30, 2010. Construction must be scheduled to be compatible with any construction at, or operations in the Queen Elizabeth Theatre and so should start well before August 1, 2008.

Should the Four Host First Nations wish to install sound mitigation materials or structures to lessen any noise from adjacent facilities/programming (e.g. Queen Elizabeth Plaza, Vancouver Playhouse, Media Club and Live Site), it must be completed at the sole cost of the Four Host First Nations and would be subject to City approval.

6.0 **Post-Games Option to Retain** On or before March 31, 2010 the parties by mutual agreement may elect to retain all or a portion of the Aboriginal Trade Pavilion on the Plaza for the purpose of an Aboriginal Trade Pavilion, an Aboriginal art gallery or cultural centre, or some mutually agreed, sustainable post Games use. Accordingly, the funding agreements referred to above should not have any provisions which limit the future disposition of the pavilion.

The City of Vancouver will be responsible for the cost and design of the post-2010 rebuild of the Plaza.

The City will be responsible for the pre-2010 landscaping around the Pavilion, in consultation with the Four Host First Nations.

7.0 **Post-Games Location of Pavilion** The parties will work together on a schedule to facilitate the transition during the decommissioning period to rebuild the Plaza. Despite the foregoing, the parties will work together cooperatively to find a suitable site to relocate the Pavilion. If a suitable site cannot be found, the Four Host First Nations will determine where to re-locate the Pavilion.

8.0 **Ownership and Operation of the Pavilion**. The Pavilion will be owned and operated by the Four Host First Nations, at their sole expense up to and through the Games period. Any arrangements beyond 2010 would be by mutual agreement.

9.0 **Structural Requirements** The Four Host First Nations will ensure that the structure will be designed and erected such that it will meet the structural load capabilities of the existing Plaza. Where the design calls for any changes to the Plaza, building or garage such changes will be considered by the City but will be subject to the

approval of the City and in any event will be solely at the cost of the Four Host First Nations.

10.0 Access Requirements The Four Host First Nations will ensure that the structure will be designed and erected so as to be fully accessible and to ensure the ongoing easy and direct egress and ingress between the Queen Elizabeth Theatre and the Live Site and between the Queen Elizabeth Theatre and the entrance corner at Hamilton and Georgia Streets.

11.0 Security Requirements The Four Host First Nations will be responsible for managing public access to the Pavilion and security of the site. Details regarding the security perimeter and required security provisions will be outlined in the formal forthcoming legal agreement noted in section 2.0.

12.0 Regulatory Approvals The Four Host First Nations acknowledge that they will be solely responsible for obtaining all appropriate and necessary regulatory approvals and permits in any way required in respect of the design, construction, maintenance and operation of the Pavilion on the Plaza, including by way of example only the Vancouver Building By-law 2007.

The Four Host First Nations will be responsible for the design of the Pavilion which will be subject to the approval of the City including its Civic Theatres Division, in addition to all necessary development permit and building permit design approvals through Vancouver's Planning and Development approval process.

On or before January 2009 and as part of the Formal Agreement, the parties (including the City's Civic Theatres Division) will need to agree on a Construction Protocol and an Operations Plans Agreement.

13.0 No Fee for Use of Plaza The rights to be granted to the Four Host First Nations by the Formal Agreement will be granted for a nominal licence fee of \$1.00. However, the Four Host First Nations will be responsible for paying any out-of-pocket expenses the City might incur relating to the construction, occupation or removal of the Pavilion including utility hook-ups, replacement of the garage membrane within the Pavilion footprint, and the like.

14.0 Service, Maintenance and Operations The Four Host First Nations, at their expense, will be solely responsible for all operations, servicing, maintenance and repairs of the Pavilion. Operating costs will include but not be limited to gas, hydro, water, sewer and waste removal which must be separately metered at the Four Host First Nations' sole expense.

15.0 Parking The City is not obliged to provide any parking to the Four Host First Nations. As a courtesy the City will provide, at the City's current monthly parking rates, 5 stalls within the underground parking garage during the period August 1, 2008 to June

30, 2010 noting that access to the underground parking may be restricted during the Games and Festival period.

16.0 **Public Art Legacy** The Four Host First Nations may upon mutual agreement with the City, provide a public art work developed within the City's Public Art Program Policies and Guidelines which will remain on the Plaza or the adjacent site after the Games. The location and design of the public art legacy will be mutually agreed to by the parties and recorded in the Formal Agreement.

17.0 **No Legal Rights or Obligations – Except by Formal Agreement**

17.1 For further certainty, the parties acknowledge that neither this MOU nor anything done by the parties pursuant to this MOU will create any legal rights or obligations between them.

17.2 Where the parties wish to enter into any agreement to share costs, incur liabilities, or obligate themselves legally in any way to the other the parties will only do so pursuant to the Formal Agreement duly authorized and signed by both parties.

17.3 Nothing in this MOU grants either party any rights of any kind in relation to the intellectual property rights of the other nor to the intellectual property rights of any third parties involved in hosting or funding the 2010 Winter Olympic and Paralympic Games.

17.4 The Four Host First Nations now acknowledge and agree that the City has existing legal obligations under its various Host City Agreements with Games-related third parties and any and all rights which may be granted pursuant to the Formal Agreement will be subject to compliance with such obligations and may also require the consent of such third parties.

17.5 The City of Vancouver now acknowledges and agrees that the Four Host First Nations – the Lil'wat, Musqueam, Squamish and Tsleil-Waututh – have been recognized by the International Olympic Committee and by the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games as the "host" First Nations for the Vancouver 2010 Olympic and Paralympic Winter Games, and looks forward to working with the Four Host First Nations Society in support of their efforts to act as "host" First Nations in welcoming the world and providing opportunities for other First Nations, Inuit and Metis peoples to participate in the Games.

THIS MEMORANDUM OF UNDERSTANDING APPROVED AS OF THE REFERENCE DATE SET OUT ABOVE AS FOLLOWS:

**FOUR HOST FIRST NATIONS SOCIETY
(Incorporation Number S-0049771)**

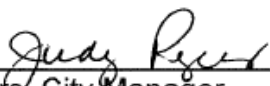


William Williams, Chair, Board of Directors, Four Host First Nations Society

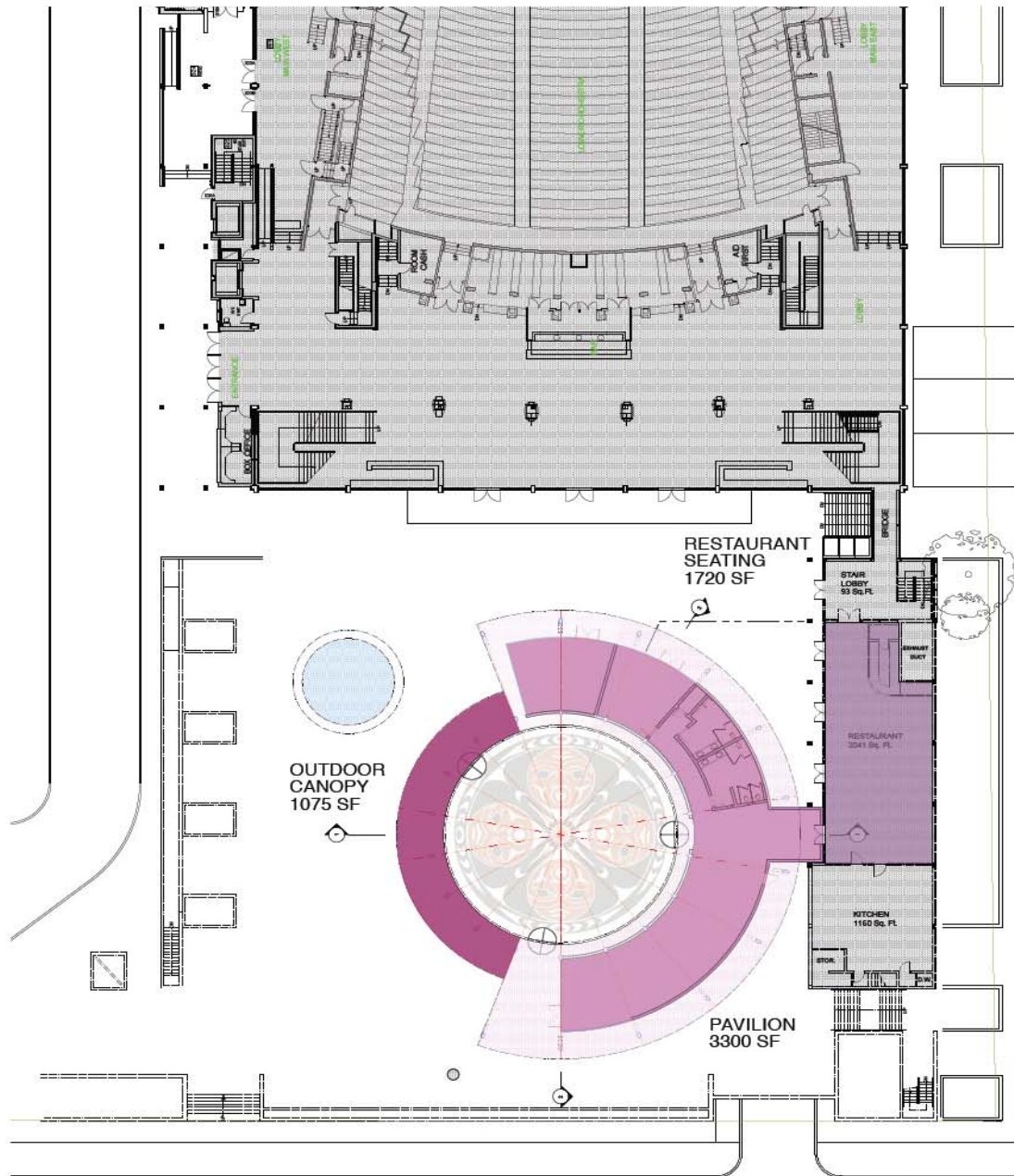


Tewanee Joseph, Executive Director and CEO, Four Host First Nations Society

CITY OF VANCOUVER



Judy Rogers, City Manager



HOTSON PARKER BONIFACE HARDY <small>architects + urbanists</small>	<small>405 - 611 Alexander Street Vancouver, BC Canada V6A 1E1</small>	PROJECT First Nations Pavilion - Conceptual Design	<small>PROJECT NO</small> 0820	
	<small>T 604.255.1190 F 604.255.1790 E design@hpbham.com</small>	<small>TITLE</small> Site Plan - 2010 Olympics	<small>DATE</small> July 29, 2008 <small>SCALE</small> 1:300 <small>PART OF</small>	<small>REV</small> 