

Building on Success

**An evaluation of the Community Benefits Agreement
for the Vancouver Olympic Village Site**

**Prepared for:
Building Opportunities with Business Inner City Society**

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Preface and Acknowledgements

In Vancouver, community groups, developers and government have been experimenting with community benefits agreements that deliver neighbourhood benefits alongside major development projects. These experiences have yet to be well documented, widely discussed, or routinely integrated into the development process. The research conducted for the purpose of this evaluation represents an important contribution to understanding how these negotiated agreements work in principle and practice and how the development process can become an opportunity for responsive community development.

Evaluations rely on quantitative and qualitative data – all of which is gathered or shared by real people. Sincere thanks to the following individuals for generously supporting the data collection process and sharing their observations, experiences, insights, and tough questions.

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Robin Petri, City of Vancouver

Keith Sashaw, VRCA

Eric Sigurdson, Dominion Masonry

Brian Smith, BOB

Barb Vincent, Triumph

Steve Williams, Business Objects

Cory Wint, BOB

Krystle Yeung, BOB

Russell Zvenyika, CORE graduate

Executive Summary

On September 24, 2007, a Community Benefits Agreement (CBA) was signed for the development of a 7-hectare site in Southeast False Creek. Signed by Millennium Southeast False Creek Properties Ltd. (Millennium), the City of Vancouver, and Building Opportunities with Business Inner-City Society (BOB), this agreement spelled out several commitments and targets that would see that the build out of the site would deliver direct benefits to Vancouver's inner-city residents and businesses.

The key targets identified in the agreement were 100 entry-level construction jobs for inner-city residents and \$15million in procurement from inner-city businesses. The developer, Millennium, committed \$750,000 to support employment training and procurement initiatives. BOB was designated as the community organization responsible for managing the implementation of the agreement with the City and Millennium.

Almost 2 years later, over 120 individuals have been placed in construction jobs and almost \$42million in goods, services and equipment procured from inner-city businesses. Working with training partners, BOB delivered 10 construction training courses and 6 pre-employment training courses. A Construction Directory of over 200 inner-city construction businesses was developed, published and distributed. BOB prudently managed the funds provided by the developer with 89% of funds supporting training and procurement initiatives and 11% dedicated to administering the program.

Parties to the agreement as well as the community more broadly, are eager to see this CBA become a model upon which other development agreements are based. The opportunity exists for champions in all levels of government, the development community, and community organizations to reference, learn from, and adapt this agreement to other development projects and sites.

With respect to the implementation of this agreement, some areas for improvement have been identified by stakeholders. Key areas for learning include: improving community engagement and progress reporting; maximizing employment suitability and longer-term stability; refining procurement targets and business support initiatives; and transforming this particular opportunity into a new development paradigm for Vancouver and British Columbia.

Table of Contents

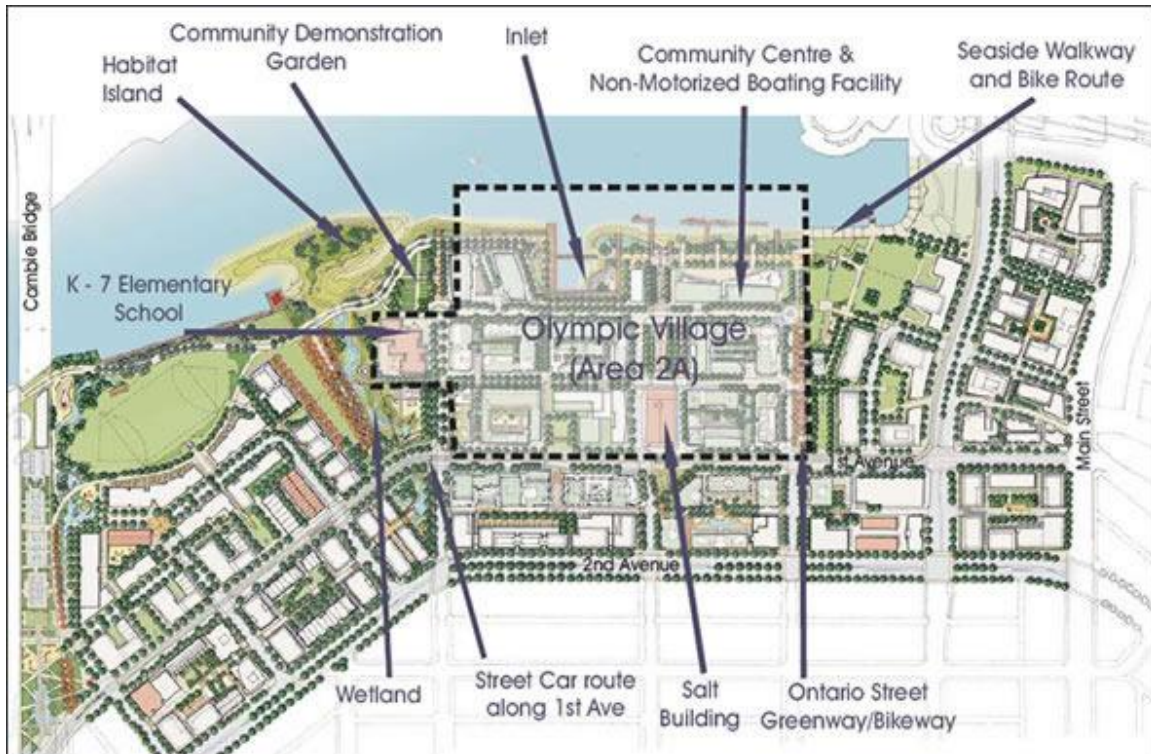
Preface and Acknowledgements	i
Executive Summary	ii
Table of Contents	iii
1 Overview.....	1
1.1 Purpose of the Evaluation	1
1.2 History of the CBA Agreement	2
1.3 Overview of the CBA Terms.....	3
1.4 Evaluation Framework and Methodology	4
2 Benefits to Inner-City Residents	6
2.1 Employment Targets and Commitments.....	6
2.2 Employment Program Implementation	6
2.3 Employment Program Results	9
2.3.1 Inner-City Residents Recruited	9
2.3.2 Training Delivered	10
2.3.3 Employment Created.....	11
2.4 Benefits to Residents.....	11
2.5 Observations and Recommendations	14
3 Benefits to Inner City Businesses.....	15
3.1 Procurement Targets and Commitments.....	15
3.2 Procurement Program Implementation.....	15
3.3 Procurement Program Results	16
3.3.1 Inner-City Procurement Totals	16
3.3.2 Opportunities for Food Service, Clean-up, and Landscape Suppliers	18
3.3.3 Opportunities Through the Business Registry	19
3.4 Benefits Delivered to Inner-City Businesses.....	19
3.5 Observations and Recommendations	20
4 Agreement Management	21
4.1 Targets and Commitments	21
4.2 Results	21
4.2.1 Agreement Oversight	21
4.2.2 Community Profile and Engagement.....	22
4.2.3 Financial Management	23
4.3 Observations and Recommendations	24
5 Conclusions and Recommendations.....	25
Appendix 1. Community Benefits Agreement.....	27
Appendix 2. Interview Templates.....	47
Appendix 3. Participant Profiles	54
Appendix 4. Publicity and Media.....	58

1 Overview

1.1 Purpose of the Evaluation

The purpose of this report is to evaluate the implementation and results of a Community Benefits Agreement (CBA) signed between Millennium Southeast False Creek Properties Ltd. (Millennium), Building Opportunities with Business (BOB), and the City of Vancouver (the City). Signed on September 24th, 2007, the purpose of the CBA is to create opportunities for inner-city residents and businesses from the lease and development of Area 2A, a 7-hectare City-owned site in the Southeast False Creek (SEFC) being developed by Millennium. This property will house athletes and officials during the 2010 Winter Olympics and subsequently form the community, retail, commercial and residential hub of the newly developed SEFC neighbourhood¹.

Southeast False Creek Area 2A



The inner-city is defined as the neighbourhoods of the Downtown Eastside, Downtown South, False Creek Flats, and Mount Pleasant.

¹ SEFC Area 2A is the development area bounded by Columbia Street to the west, Ontario Street to the east, False Creek to the north, and First Avenue to the south.

Inner-City Neighbourhoods of Vancouver



1.2 History of the CBA Agreement

The CBA agreement must be understood in the context of two earlier agreements. The first, the *Vancouver Agreement*, is a historic agreement signed by Canada, the Province of BC, and the City of Vancouver in March 2000². This initial 5-year agreement since extended to March 2010 is a much lauded initiative to coordinate the efforts and resources of all three levels of government to support sustainable social, economic, and community development in Vancouver's inner-city. A Vancouver Agreement initiative was responsible for the creation and initial funding of a new non-profit, BOB, in 2005. BOB's founding mandate is "revitalization of the inner-city without displacement", a key principle of the Vancouver Agreement.

Similarly, in 2003, the Vancouver 2010 Olympic Bid Corporation and its three government partners developed the *Inner-City Inclusivity Commitments* (ICI) formalizing the intent to maximize the opportunities and mitigate the potential impacts from hosting the 2010 Winter Games in Vancouver's inner-city neighbourhoods³. When the bid to host the Games was successful, the ICI was subsequently adopted by the Vancouver Organizing Committee (VANOC). Implementation of the ICI is a shared responsibility of VANOC, the City of Vancouver, the Province of British Columbia and the Government of Canada.

² <http://www.vancouveragreement.ca/TheAgreement.htm>

³ <http://www.vancouver2010.com/dl/00/34/95/-/34952/prop=data/1vz8hos/34952.pdf>

Logically, the development of City-owned land in Southeast False Creek for initial use as the Olympic Village site represented an opportunity to put these commitments into action. In August 2006, the City of Vancouver and Millennium entered into a Development Agreement for the lease and development of Southeast False Creek Area 2A. In that agreement, the City and Millennium agreed to negotiate in good faith a “benefits agreement” to create opportunities for residents and businesses of the inner-city through the development of the site. Millennium agreed to provide funding for training, to hire low income residents, to direct business to companies registered with BOB, and to work with BOB to execute the agreement and coordinate access to inner-city residents and businesses.

With respect to the negotiation process, there was much learning in the beginning. No model existed on how to do this. We had to figure out how to get an effective program.

Hank Jasper, Millennium

With the Development Agreement in place, detailed discussions began to define the specific terms of the CBA. These negotiations would take approximately one year to complete, with the official signing of the CBA in September of 2007. BOB served as the primary negotiator and representative for the inner-city community during the negotiations. A coalition of inner-city agencies, organizations and individuals known as the Fast Track to Employment Coalition continued to advise BOB on preferred terms for the CBA. During this period, the City of Vancouver played a key facilitative role encouraging resolution and good-faith negotiations through what proved to be, at times, a difficult and slow

process with the community and the developer at times very far apart. With no template in hand to guide the process or agreement terms, the parties were challenged to craft an agreement that could be accepted by all parties. The following terms ultimately formed the basis of the agreement.

1.3 Overview of the CBA Terms

The full terms of the CBA can be found in Appendix 1. The highlights of the agreement can be summarized as follows:

1. Millennium and its contractors commit to hiring a minimum of 100 inner-city residents who have completed job training for entry-level positions.
2. Millennium will contribute \$750,000 to BOB to provide inner-city residents with job training and coaching and to support procurement goals.
3. Millennium will encourage its major suppliers to

- 100 jobs for inner-city residents
- \$750,000 to support inner-city hiring and procurement
- \$15 million in inner-city procurement
- Connect suppliers to BOB and Business Registry

register and work with BOB to maximize the benefits of business activities to the inner-city.

4. Millennium and BOB will work cooperatively to procure \$15,000,000 worth of goods, products, equipment and services from qualified registered businesses located in or supportive of the inner-city.

Public announcement of the CBA and other associated media can be found in Appendix 4.

1.4 Evaluation Framework and Methodology

This evaluation was initiated by BOB as part of its commitment to monitor the implementation of the CBA, to share results and lessons learned, and to better understand if agreements such as these are replicable and/or a model for future developments in Vancouver. As this evaluation is being done before the Olympic Games have been held and thus precedes the post-games retrofit and retail opening phases, the evaluation focuses on the construction phase of the CBA.

This evaluation examines the implementation of the CBA through the following performance lenses:

1. Achievement of commitments and targets of the agreement.
2. Management of the agreement and supporting programs.
3. Delivery of benefits to inner city residents and businesses.
4. Observations and recommendations from implementation experience.

To conduct this evaluation the following methodology was undertaken:

1. Review of key documentation.
 - Community Benefits Agreement
 - Program financials from BOB
 - Procurement database provided by Millennium
 - Construction Directory published by BOB
 - Related announcements, public information, and marketing materials
 - Post-training evaluation forms completed by program participants and made available by the Vancouver Regional Construction Association
 - Testimonial statements from program participants provided to BOB for purposes of newsletters, web content, etc.
2. Guided interviews.
 - With all three parties to the agreement: City, BOB, Millennium
 - With contracted training and employment support (Tradeworks, VRCA, BOB)
 - With businesses registered on BOB's Construction Directory⁴
3. E-mail survey.
 - With a sample of inner-city referral and support agencies

⁴ Construction Directory businesses were surveyed either in-person or by phone by BOB consultant Rosemary Cooper in Spring 2009.

- With a sample of program participants

Interview templates can be found in Appendix 2.

2 Benefits to Inner-City Residents

2.1 Employment Targets and Commitments

The primary opportunity written into the CBA for inner-city residents was an employment target of 100 entry-level jobs on the Olympic Village Site. The CBA formally secured a commitment from Millennium's primary subcontractors, MetroCan and ITC, to recruit 70 and 30 inner-city residents respectively. To support achievement of this target and the delivery of qualified workers, Millennium provided \$750,000 in program funds to BOB to coordinate access to inner-city candidates, provide pre-employment and construction skills training, and to provide employment support and on-the-job coaching.

2.2 Employment Program Implementation

To deliver on these commitments and provide qualified employees to the work-site, BOB issued an RFP to which four community agencies responded. The four agencies decided to work collaboratively, with Tradeworks Training Society as the lead for all four agencies. BOB contracted with Tradeworks to provide pre-employment training sessions. As Millennium had specified that the Vancouver Regional Construction Association (VRCA) would supply the basic construction skills training course known as Construction Orientation to Retain Employment (CORE) BOB also contracted VRCA. The pre-employment training focuses on preparing students for re-entry into the workforce and the construction industry in particular, while CORE is a 6-week program which introduces basic construction skills, safe work practices, and provides graduates with 4 different safety certifications⁵.

Millennium was very supportive of and insistent on the VRCA's bid to provide construction training. As a developer, they were most comfortable with this well-established industry association, confident they understood the training needs of future employers on the Olympic Village site. This selection of VRCA over other inner-city agencies with training programs resulted in some disappointment and disillusionment with the agreement amongst members of the inner-city community that felt they were more familiar with the training and employment needs of their clients and with programs already in place that could be easily adapted to the needs of the CBA.

The VRCA partnered with the BC Construction Association (BCCA) to provide employment / job coaching. BOB worked with client case workers to support trainees and new employees to obtain the housing and other social supports they needed while the VRCA's on-site job coach focused on employee-employer relations, conflict resolution, work-site expectations, and on-the-job skills/needs. For the most part, this split of responsibilities worked well, with program participants reporting they received good support on both fronts. However, some observers of the arrangement noted it was inefficient and better support would have come

⁵ WHMIS, OFA Level 1, Flag Person Safety and Training, and CSTS Worker Course

from a job coach that could support employees on both fronts at the same time. They point to programs like I-Step and Bladerunners as having a superior coaching and employee support model.

BOB worked with and relied on the 40+ social and employment service agencies in the inner-city to recruit and identify potential program participants. Many of the program participants were supplied through these agencies. However, referrals from these agencies alone were not sufficient to fill classes. To increase interest, BOB launched a broader recruitment campaign – advertising in the Employment Paper, distributing 35,000 brochures⁶, and making presentations on the program at organizations and events in the inner-city. These efforts, and the success of the program over time, resulted in a wait-list for the program by early 2009.

The job coaching was a defining element that made the program a success. The ideal job coach knows the industry, has a foot in the training, and knows both the participants and employers.

Keith Sashaw, VRCA

As the recruitment process was launched, three key issues arose. The first involved the issue of inner-city residency. BOB found that many individuals that were interested in the program were deeply connected to the inner-city but did not currently reside there. Some had been long-time inner-city residents but had relocated to find housing outside the neighbourhood; others had recently moved away as part of a recovery or treatment program; others were accessing inner-city programs and agencies and being referred on to BOB but they lived outside the inner-city, for instance on a First Nation reserve or with family in a neighbouring municipality. This difficulty of drawing geographical boundaries around the inner-city community led BOB to redefine the program to serve not only inner-city residents but individuals connected to the inner-city through service agencies and other relationships. This helped to broaden the pool of candidates that could participate in the program and to support people still tied to the inner-city make positive changes. Some critics of this adjustment feel that it allowed the program to side-step some of the employment barriers and challenges faced by inner-city residents and were an indication that the construction jobs focused on in the CBA were not the best fit for inner-city residents.

A second and related issue was the question of selection criteria for program participants. Initially, clear and consistent parameters were not established around this. The result was that the first two courses (CORE Light and CORE 1) saw very poor rates of student completion and job placement. Many of these initial candidates were not prepared for the demands of training and regular employment, were not well-suited to the work, or didn't have enough stability and social supports to succeed. BOB worked with the VRCA to develop a standardized intake and interview process and success criteria to evaluate candidate suitability. The following intake criteria were established to interview and screen

⁶ City of Vancouver publication distributed in May 2008.

candidates:

All Candidates	Pre-Employment Training	CORE Training	Direct To Employment
<ul style="list-style-type: none"> ✓ Legally able to work ✓ Physically able ✓ Willing to adapt to rugged working conditions and outdoor inclement conditions ✓ Willing to work overtime and on weekends ✓ In relatively good health, free of vision, hearing or respiratory ailments ✓ In stable recovery from substance abuse ✓ Instable housing ✓ Wanting to work in the construction industry ✓ Able to interact with other people and to follow directions 	<ul style="list-style-type: none"> ✓ For people who have been out of the workforce for a while, <u>or</u> ✓ Are entering the workforce in Canada for the first time and have basic English language ✓ Ability to read and understand signs and lists 	<ul style="list-style-type: none"> ✓ Job ready ✓ In stable accommodation ✓ Understanding the metric and imperial system of numbers ✓ Ability to do simple addition, subtraction, multiplication and division ✓ Ability to work with simple fractions ✓ Ability to read signs, labels and lists and to complete forms by check boxes, recording numerical information, phrases, addresses and sentences 	<ul style="list-style-type: none"> ✓ All of the previous qualifications ✓ Experience or qualifications necessary to go direct to the job site

While BOB and VRCA adopted and applied these criteria, at least one referring agency reported feeling frustrated that clients they referred and recommended to BOB were not selected for participation in the program – saying the program had the flavor of “American Idol.” Similarly, the job coach who sat in on interviews expressed frustration that some referring agencies did not understand the requirements for success through the program and on the job-site. This gap points to a need for better dialogue and communication about the success criteria and candidate evaluation and selection process.

Early on, it became apparent that pre-employment training greatly enhanced the success rates of candidates through the CORE training and on the job. However, the first pre-employment training designed as a 6-week course proved to be too long. Subsequently, the pre-employment training was adjusted down to 5, 7 or 12 days depending on the session. In the end, trainers agreed that 12 days was ideal to prepare candidates, maintain their interest, and nurture positive group relationships.

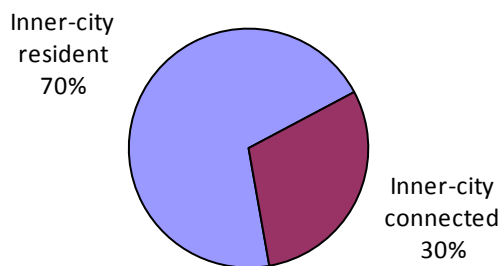
2.3 Employment Program Results

2.3.1 Inner-City Residents Recruited

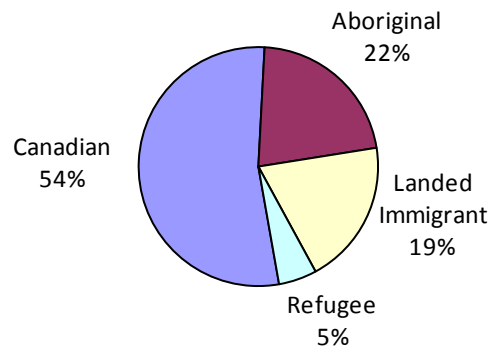
Well over 300 individuals were interviewed for participation in the program. Of these, just over 100 individuals were accepted for training. Unsuccessful candidates were referred on or back to other programs and organizations.

Of the people accepted into the program, 70% were inner-city residents while 30% were connected to the inner-city through agencies or other relationships. Participants in the program came from a variety of backgrounds. The largest group, 54%, self-identified as Canadian. Another 22% identified as Aboriginal, while 19% identified as status landed immigrants and 5% identified as status refugees.

Connection to Inner-City

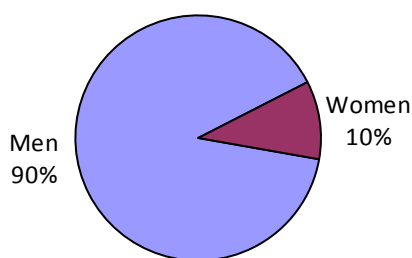


Participant Identity

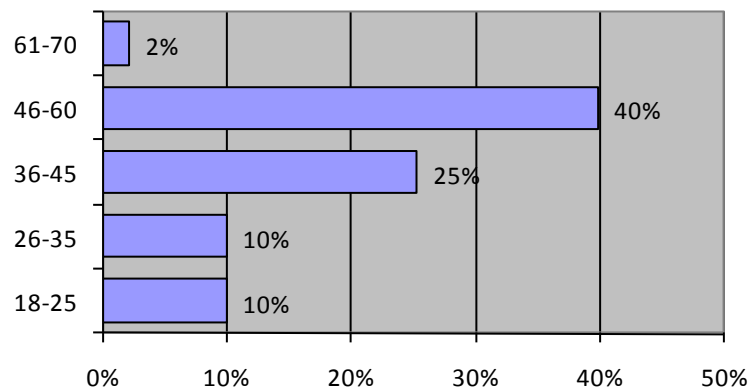


The typical participant in the program was male and between 36 and 60 years of age. While the program appears to have disproportionately favoured men, it also reflects the fact that in many of Vancouver's inner-city neighbourhoods, the resident profile is dominated by older men. Undoubtedly, the physical nature of the construction industry also disproportionately attracted and was suited to male candidates.

Gender of Participants

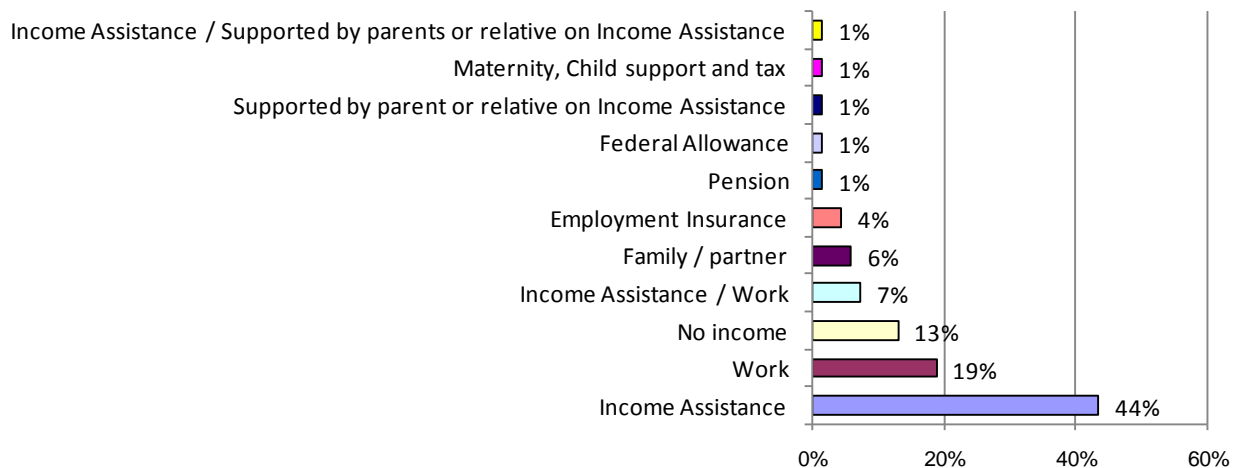


Age of Program Participants



Most of the participants in the program were reliant on income assistance, employment insurance, pension or other federal payments, and friends and family members for income to support them prior to and while participating in the program. Approximately 19% relied on some form of work-related income, while 13% claimed to have no income support whatsoever.

Source of Income



2.3.2 Training Delivered

In total, 6 pre-employment training sessions and 10 CORE training courses were delivered under the CBA. Class sizes ranged from between 7 and 15 individuals. The first CORE session, dubbed CORE-Light was a 2 week course for participants with previous construction or related industry experience. CORE 1 through 8 were delivered as 6-week courses. The last CORE session, called CORE Plus, was designed as a 3 week program. This program was designed for CORE graduates that either could not find work on the Olympic Village site or had been laid off. Participants were given the opportunity to begin a trade apprenticeship and were paid a training wage while working with Junebug Enterprises, a small development company, on a renovation project in the Downtown Eastside.

On average, 80% of candidates who entered into the program completed the courses and were provided the opportunity to work in the construction sector. Completion rates were as low as 40% in the first course and as high as 100% in several subsequent courses.

On average, 80% of the candidates who entered into the program completed training.

In addition, 57 individuals not requiring any pre-employment or CORE training qualified for direct work placements under this program. These participants either had previous construction work experience or came through training programs offered by other agencies (i.e. VanAsep, Bladerunners, Access).

2.3.3 Employment Created

In total, 120 people were placed in construction jobs: 87 on the Olympic Village Site and 33 on construction sites elsewhere in the city when the Olympic Village Site could not absorb them or their skills and interests directed them elsewhere. Of the 120 individuals placed in jobs, 91 (76%) continued to work well-past the 12-week employment threshold recognized by Canada Employment Standards.

Over 120 people were placed in construction jobs: 87 on the Olympic Village Site and 33 on other construction sites.

Of the 87 jobs created on the Olympic Village Site, MetroCan placed 44 individuals and ITC placed 40⁷. This data indicates that MetroCan is still considerably short of its target 70 jobs, while ITC has exceeded their commitment to hire 30 individuals.

While Millennium's contractors are still 13 jobs shy of meeting their target of providing 100 inner-city jobs on the Olympic Village Site itself, funds from Millennium have supported the placement of well over 100 people. Recruitment of entry-level workers onto the Olympic Site slowed dramatically with the economic downturn and related financial crisis of late 2008/2009 as well as the phasing of the project which began to focus on more technical trades. As construction continues through the summer and fall, it is feasible that Millennium can meet its commitment to hire a minimum of 100 inner-city residents on the Olympic Village Site.

2.4 Benefits to Residents

While the statistics above tell a compelling story, it is the experience of program participants that truly speaks to the success of the CBA employment initiative.

Several program participants responded very positively to an email survey circulated as part of this evaluation to solicit their perspectives on the program. In addition, evaluation forms completed by 4 graduating CORE classes provided positive evaluations of the construction training. Graduates highlighted the high quality instruction, the hands-on learning, the opportunity to earn construction tickets, orientation to the job-site and industry, and employment supports.

"I feel you have one great course here and a great instructor with a lot of knowledge to give.

Thank you for the chance to advance in my life. I will take a lot of the knowledge he gave and use it."

CORE graduate

⁷ The remaining 3 placements were graduates of the Bladerunners program rather than VRCA and were placed on other construction sites.

The biggest challenge cited by program participants and trainers was the absence of a training wage during the 6, 8, or 12 week training period. Many participants relied heavily on the supports (such as meals and bus tickets) provided through the training and would have benefited immensely from additional financial support allowing them to maintain housing stability, diet, etc. outside the classroom.

Testimonial stories provided to BOB from program graduates are another indicator of the value the program held for participants. These participant profiles, published by BOB, can be found in Appendix 3. Highlights from these stories are provided on the following page.

The job coach for the VRCA developed a close relationship with many of the program graduates placed into jobs at the Olympic Village Site and became a real champion for their success on the job. In his words:

“This was my first time doing this kind of [*employment*] coaching. For the first three weeks I was overwhelmed and carried the weight of client’s histories and stories home with me every night. I was trying to understand their lives and where they had come from... For the majority of the clients this was one of the last chances to change their lives. For them it was huge. It has been very rewarding to see success. Getting a job, for these people, was the feeling I would have winning the lottery. They were so thankful.”

-Waldemar Losiak, Job Coach

Core Graduates





Jose Rosales graduated from CORE after many years working as an untrained labourer. In his words:

“Before I started the CORE program I was really down, but after getting in I became more reliable and disciplined. Now I’m eager for whatever comes and I have more confidence. I’d really like to start a company one day and do renovations. I want to learn everything about carpentry from the blueprinting to building things. I’ve wasted a few years... I don’t want to waste anymore.”



Don Chartrand graduated from CORE and was employed on the Olympic Village site. In his words:

“The [*employment support*] coordinators were helpful when I first got the job. They supplied me with bus tickets to get to and from work, meal tickets for lunch, and all the tools required. Ramesh helped get me into residence and that was really helpful. They check up on me every once in a while which is nice. It shows that they care. They want the people in the program to succeed.”



Chris Foster graduated from CORE and was employed on the Olympic Village site. In his words:

“It’s nice to have the person from BOB get in contact with you periodically to see how you’re doing or if you’re in need of work... Even when I did have the job I still had the job coach coming right to the site and seeing how I was doing. It was really nice... I’m more stable in my thinking these days of what I want to do with my life... I’m proud of myself. I’ve come a long way.”



Roderick Green graduated from CORE and is currently employed as a roofer. In his words:

“Bit by bit everything is coming together. Lani has helped me in so many ways. I can’t explain how grateful I am. This program worked for me and it could work for many, many others.”

2.5 Observations and Recommendations

Although the CBA has resulted in over 120 jobs for inner-city residents, two issues have been raised by observers which challenge the obvious success of these placements: job suitability and job stability.

The first issue relates to the “fit” or suitability of entry-level construction work for many of the residents of the inner-city. This work requires physical strength, endurance, and good overall health. With many residents of the inner city being older, struggling or recovering from addictions, in unstable housing arrangements, or living with health challenges or disabilities, this type of work may simply not be an option. It is also work that typically favours men over women. While results show that a whole segment of the inner-city population is suited to and eager to work in construction, many more residents were not. It is this population of residents that some observers feel was underserved by the CBA.

“CORE and direct-to-employment programs have provided a reasonable path to a job for those ready to work in construction. The caveat may be that the demanding physical work involved may not have been a great fit for the unemployed population of the inner-city, which is older.”

*Ross Gentlemen,
Tradeworks*

The second issue is one of job stability. Construction work by its very nature is insecure. Not only does it boom and bust with the economy, but entry-level workers are typically recruited on short-term contracts to work on specific building sites. Workers find themselves moving from one job site to the next. Gaps in employment can and do occur. Apprenticeship efforts such as those initiated with the CORE Plus program are widely recognized as key to giving workers trade skills that can move them into more secure and higher paying positions. Future programs would do well to build on the apprenticeship efforts initiated with this CBA. Observers note that other sectors – be it manufacturing, retail, or goods handling – may suit a broader candidate profile and offer longer term job security.

3 Benefits to Inner City Businesses

3.1 Procurement Targets and Commitments

The primary opportunity written into the CBA for inner-city businesses was a procurement target and commitment of \$15million worth of goods, products, equipment and services purchased from registered businesses. Registered businesses were defined as companies located in the inner-city or companies located outside the inner-city but that are actively recruiting inner-city residents, purchasing through the Social Purchasing Portal⁸, or supporting inner-city community development initiatives.

In addition, the CBA specified that Millennium would use its best efforts to ensure that on-site food services, project cleanup work, and landscaping services are provided by registered businesses. Millennium also committed to encourage suppliers with contracts over \$350,000 and leasing tenants with more than 8,000 square feet of commercial space to register with BOB and to seek to maximize benefits to the inner-city resulting from business activities (i.e. through employment of inner-city residents, procurement from inner-city businesses, or other supportive initiatives). To track this activity, and support BOB to register and work with Millennium's suppliers, Millennium committed to providing BOB with a list of suppliers at the end of each month.

3.2 Procurement Program Implementation

To deliver on these commitments, BOB developed and maintained a Construction Directory with over 200 registered businesses. This Directory was published and distributed in electronic and hard copy to project contractors and suppliers. Follow up efforts were regularly undertaken by BOB to encourage project suppliers to actively reference the Construction Directory and associated Social Purchasing Portal and to support registered businesses.

BOB also organized a number of events aimed at building opportunities for registered inner-city businesses to respond to RFPs and other supply opportunities. These workshops met with mixed success: development timelines were so rapid on the project that they left little opportunity for BOB to work with inner-city businesses, especially smaller companies or social enterprises, to respond to or build up the required capacity to service the contracts. The scale of the project also tended to favour larger and more established companies who could quickly respond to the demands of such a large development project.

⁸ <http://www.buildingopportunities.org/spp/>

Furthermore, most contracts issued by Millennium’s sub-contractors and subtrades were circulated directly to preferred contractors. This natural tendency to work within established businesses relationships made it difficult for BOB to support inner-city businesses to engage in the project. Some RFPs from VANOC and the City of Vancouver were provided to BOB.

In accordance with the CBA, Millennium wrote into its contracts with major suppliers’ language encouraging them to register with BOB and to maximize opportunities for benefits to the inner city through their business on the Olympic Village Site. One major supplier, Dominion Masonry, took this encouragement to heart and recruited two employees through the CORE program. Another supplier, RONA, hired local residents through BOB’s Customer Service BusinessLinks training program.

Claudio has been here now for eight months. He is very responsible and has been here every day since day one. He appreciates working for us. He is making money. He can look after himself.

Eric Sigurdson, Dominion Masonry

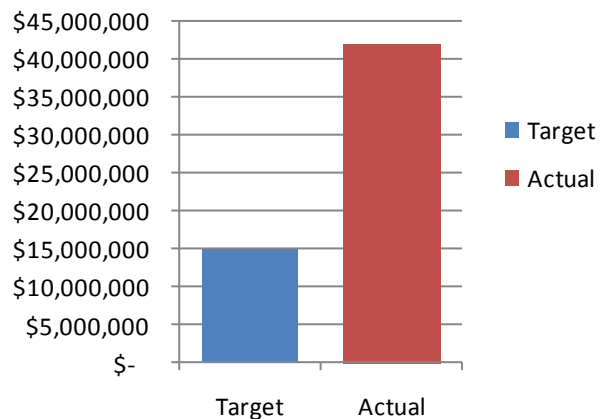
3.3 Procurement Program Results

3.3.1 Inner-City Procurement Totals

To date, Millennium and its subcontractors and subtrades recorded almost \$42 million in spending to companies either located in the inner-city or supportive of the inner-city through various contracts and programs. This figure far exceeds the \$15 million procurement target committed to in the CBA.

Data provided by Millennium indicates that 28 companies supplied these goods and services, with total contracts ranging from \$270 to \$8.7 million. Approximately \$39 million of this spending was accounted for by just eight companies: RONA, Wolf Masonry, PacBlue Printing, Fama Industries, Dominion Masonry, Ocean Cement, Trail Appliances and Inform Interiors. H.A.V.E Café appears to be the only inner-city social enterprise that was a direct supplier to the Olympic Village Site.

Inner-city Procurement



List of Inner City Suppliers to the Olympic Village Site

	Purchaser/Supplier	Totals
1	General Paint	\$ 269
2	H.A.V.E Café	\$ 360
3	Land Measurement Systems	\$ 405
4	Fastenal	\$ 1,532
5	Edible Planet	\$ 3,000
6	Corporate Express	\$ 3,984
7	Frederick Geortz	\$ 6,458
8	Gescan	\$ 17,506
9	Harrigan Rentals	\$ 42,838
10	Ackland's Grainger	\$ 45,750
11	The Cat Rental Store	\$ 47,779
12	Mills Basics	\$ 49,738
13	Hilti	\$ 74,225
14	United Rentals	\$ 76,433
15	CAT Rentals Ltd	\$ 85,724
16	BMS Integrated Services	\$ 99,736
17	O'Brien Bros.	\$ 331,500
18	HYTEC (KOHLER CO.)	\$ 354,000
19	Artech Group	\$ 611,687
20	McGregor & Thompson Hardware Ltd.	\$ 891,165
21	RONA	\$ 1,089,635
22	Wolf Masonry	\$ 1,536,833
23	PacBlue	\$ 1,800,000
24	Fama	\$ 3,676,798
25	Dominion Masonary	\$ 6,711,266
26	Ocean Cement	\$ 7,027,045
27	Trail Appliances	\$ 8,358,996
28	Inform	\$ 8,730,536
		\$ 41,675,198

Indications are that more business than has been recorded by Millennium was directed to the inner-city. A survey of the over 200 companies registered on BOB's Construction Directory indicated that several companies did business on the Olympic Village Site but do not appear on the list of transactions above. It is not clear if these companies had opportunities as sub-contracts through the suppliers listed above or have simply not been captured in the accounting. Either way, this finding suggests that more than 28 inner-city (or registered) companies did get business on the site.

Though not tracked by Millennium, BOB utilized several inner-city companies, social enterprises and non-profits for employment training, associated catering, and other initiatives related to the implementation of the agreement.

Tracking business transactions has proven to be one of the more challenging aspects of implementing the CBA. On such a huge project site with so many companies involved in the development of the site, all of who are actively purchasing, subcontracting, and hiring subtrades (who in turn are doing the same), the ability to track spending becomes extremely difficult. For the same reason, reporting suppliers on a monthly basis to BOB was a difficult condition of the agreement for Millennium to implement. In the future, a better data and accounting system needs to be created to enable this kind of target to be measured efficiently and accurately.

3.3.2 Opportunities for Food Service, Clean-up, and Landscape Suppliers

Conducting this evaluation, none of the parties to the agreement were clear on why the CBA specified a commitment on Millennium's part to ensure that on-site food services, project cleanup work, and landscaping services was to be provided by registered businesses. Nor did this detail to the agreement have any initiatives or resourcing attached to it.

Likely, this commitment was written into the agreement in an effort to direct procurement toward a number of inner-city social enterprises and small businesses with established capacity in food services, landscaping or site clean-up work or because this type of work was perceived as a good fit with the resident profile of the inner-city. However, without explicit language in the agreement that clarified the intent, dollar targets around procurement from specified inner-city suppliers, or related training for residents in these areas, this aspect of the agreement became difficult to implement or measure.

It is hard to support business development at the necessary pace or in a targeted way when you are working across all industries and scales of business. For future CBAs, perhaps a developer could sign on to support social enterprises or small businesses.

Brian Smith, BOB

Scanning the list of suppliers provided by Millennium, only \$3,360 in purchasing appears to be supplied by inner-city food service companies. Scanning the Construction Directory, it is difficult to see if any capacity exists amongst registered companies for site cleanup. This category of supplier is not represented in the Directory. There are, however, several catering and landscape companies registered with the Directory, at least two of which did receive business.

Inquiries with Millennium suggest that landscaping work is largely still to come on the site as this is a last phase of the construction. They also emphasized that the bulk of the landscaping work is being managed by the City of Vancouver and procurement targets would best be realized through their projects.

Understanding why this specification was written into the CBA and giving it some “teeth” with supporting initiatives is essential if results are to be realized.

3.3.3 Opportunities through the Business Registry

Approximately half of the inner-city suppliers recorded by Millennium did register with the Construction Directory. However, only 3 of the 11 companies that supplied more than \$350,000 to the site chose to register with BOB. It appears that for these larger suppliers neither the benefits of registering nor the imperative to do so (despite encouraging language in contracts between Millennium and its suppliers) were sufficient motivators.

When companies on the Construction Directory were surveyed by BOB, only a small handful of companies reported doing business with the Olympic Village Site. Of these, most did not credit this opportunity to being on the Construction Directory or to the CBA itself, but felt the business had come to them through established relationships or their own targeted sales activity.

While the directory is a great listing of inner city companies, it’s application and uptake has been difficult to realize. BOB reports considerable frustration with its efforts to maximize opportunities for inner-city companies from membership on the Construction Directory. To make the directory really work, BOB feels they needed to have someone who could follow and understand the trades’ needs and work flows across the project site. In this way, supply needs could have been better anticipated and supportive initiatives to better position inner-city businesses developed.

3.4 Benefits Delivered to Inner-City Businesses

With the development of the Olympic Village Site, at least \$42million has been directed to businesses located in or supportive of the inner-city. This spending has directly supported small and large companies, created new employment opportunities, and encouraged additional indirect spending in the inner-city. All this is undoubtedly positive and a great contribution to the inner-city.

It is not at all clear however, that this benefit was realized because the CBA was in place. There is no evidence that the pattern of inner-city procurement would not have occurred anyway. What the CBA has encouraged, however, is an accounting of this spending – and it is useful to see what this pattern looks like. A more detailed audit of Millennium’s suppliers would undoubtedly provide an even more accurate picture of inner-city supply and procurement.

At least \$42 million in spending has been directed to businesses located in the inner-city. What is not clear is that this benefit was realized because the CBA was in place.

The recruitment of companies into a Construction Directory has likely encouraged some new business for and amongst member companies and served as a sales and marketing tool

for some. Similarly, language written into supplier contracts with Millennium has likely stimulated some companies to support the inner-city through procurement, hiring, or other corporate initiatives. Unfortunately, data is not available to confirm to what degree this is the case.

3.5 Observations and Recommendations

With \$42million in inner-city spending achieved but no obvious indication that the \$15million target was exceeded due to a deliberate adjustment in business practices, the question is raised whether or not the target was appropriate or meaningful.

While the answer might be a higher dollar figure target (i.e. \$150 million as suggested by one advisor to the agreement) that would represent more of a stretch target for the project, the answer may also lie in the focus of that spending. If CBAs are to be a community development tool, more specific and targeted parameters around procurement are necessary. This may involve focusing agreement terms and targets on micro, small and medium size enterprises, delineating protocols around issuing calls for bid/proposal, or dedicating funds to enterprise incubation and development.

4 Agreement Management

4.1 *Targets and Commitments*

With respect to administering the agreement and managing its implementation, the CBA specified several initiatives. One of these was the establishment of an Oversight Committee to be made up of the three parties to the agreement: Millennium, the City and BOB. This group was to be chaired by the City representative and to meet as required to oversee the agreement. In addition, the committee members were to supply written performance reports on their respective obligations on a quarterly basis to BOB to be compiled.

With BOB's assigned role of coordinating the involvement of residents and businesses, BOB committed to developing a labour pool profile, developing a list of registered businesses, and developing a community engagement plan.

Finally, while the CBA did not specify in detail how the \$750,000 fund was to be divided between training, procurement and administrative activities, BOB committed to delivering 4 pre-employment courses, 5 CORE training courses, and 1 short CORE training course. BOB further committed to spending all but 10% of the funds on program delivery.

4.2 *Results*

4.2.1 Agreement Oversight

While a very effective working relationship developed between the three parties to the agreement, the formality of an Oversight Committee, regular meetings and reporting never really evolved. When issues arose around the implementation of the agreement, the ease of communication between the parties allowed for informal and timely resolution. Jody Andrews from the City of Vancouver in his role as Committee Chair did not regularly bring the group together but played a key facilitative and problem-solving role. He met regularly but separately with BOB CEO Shirley Chan and with Millennium's representative Shahram Malek.

While on a day-to-day basis this informality worked well enough, formal recording and reporting of monitoring efforts was only done once, with BOB forwarded its stats from time to time in lieu. With the sudden departure of Jody Andrews from the City of Vancouver in early 2009, much of the experience and institutional memory associated with this agreement left with him. Furthermore, with his departure, the oversight of the agreement was not reassigned immediately at the City of Vancouver. Robin Petri from the Southeast False Creek project office assumed much of Jody's portfolio in the interim until Bill Aujla was appointed in May 2009.

BOB has also struggled to obtain procurement reporting from Millennium on a regular basis. As indicated earlier, this may be due to the difficulty of tracking and accounting for these transactions which are recorded in hundreds of company's ledgers.

More regular reporting out occurred between BOB and its Board and BOB and the CBA Committee struck by the Fast-Track-to-Employment Coalition. This “watch-dog” and advisory group has continued to show interest in and ask for accountability around the implementation of the agreement. BOB has also published several updates through its newsletter, website and other media announcements.

While some reporting efforts have been made, broad interest was expressed by stakeholders of the CBA for more regular, transparent, and analytical information on the results of the CBA and the impacts on the inner-city. In future agreements, the monitoring and reporting functions need to be formalized and shared widely throughout the life of the agreement.

*“What have we achieved?
Are we monitoring results?
Information is a confidence
builder.”*

*Ross Gentlemen,
Tradeworks*

4.2.2 Community Profile and Engagement

BOB’s role in the CBA was to coordinate the involvement of residents, registered businesses, and other relevant parties and to manage the implementation of training, employment and procurement opportunities.

Overall, stakeholders to the agreement feel that BOB did a good job of this role – learning from some early challenges and working with implementation partners to adjust and optimize the program for success. Some community agencies continue to wonder out loud if BOB was the best community organization to implement the agreement, but by and large the feedback has been positive.

With respect to BOB’s commitment to engage the community in the CBA, the results from community organizations are also positive overall. While a formal community engagement plan was not developed as specified in the CBA, BOB regularly reached out to community organizations through the distribution of program information and job postings, staff and client information sessions, and special events. Had a formal community engagement strategy been developed and implemented, some of the criticisms with respect to under reporting on the program may also have been minimized.

*The CBA is a by-product of
both BOB and the
community but it is rarely
referred to as a community-
driven project. The history of
the agreement is not being
held up. The community
must continue to be involved
throughout the process.*

Hendrik Hoekema, VEEES

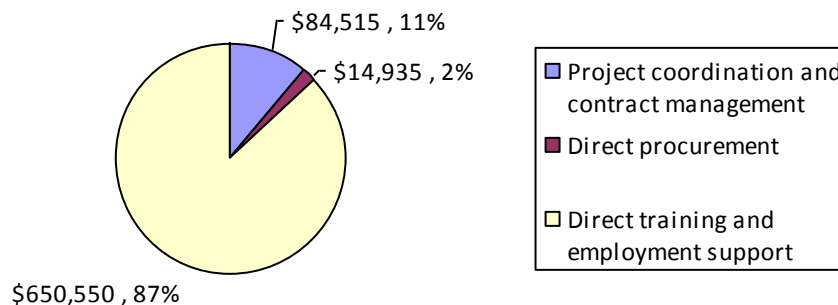
The CBAs specification that BOB develop a Labour Pool Profile was similarly not met. There is little detail in the CBA itself as to when or for what purpose this profile was to be developed so it is difficult to evaluate against its intended impact. However, BOB worked to shape the agreement and its programs using profile information provided through its FTEC

community advisors and the BC Ministry of Housing and Social Development⁹. Given that some inner-city organizations questioned whether the CBA had targeted the right type of work (i.e. in the construction sector) and the right client profile (i.e. not equipped to deal with people without housing, health, or other social supports), there may have been value in developing this Labour Pool Profile and very carefully structuring and placing the CBA programs within it.

4.2.3 Financial Management

BOB managed the \$750,000 budget provided by Millennium to support the achievement of the CBA goals and targets. As of March 31 2009, the CBA funds were fully expended or dedicated to training sessions underway. No funds were required to rent premises for CORE training as the RONA Fabrication Shop was made available through an agreement VRCA made with VANOC and RONA.

CBA Program Expenses



Approximately 87% or \$650,550 of the total program funds were directed to employment training and support for program participants. The bulk of this training and employment budget (about 70%) funded 10 CORE training courses¹⁰ and related post-employment support provided by the VRCA. The remainder was directed to other pre-employment and employment training agencies such as Tradeworks, ACCESS, and direct support to participants (bus tickets, meals, equipment, etc.).

Project coordination, contract management and administration of the program by BOB utilized approximately 11% of the total program funds. This is slightly above the 10% target BOB set for itself in managing this program. BOB acknowledges that a 15% administration fee would better reflect the organizational resources required to support the implementation of the agreement.

⁹ As reported by BOB Board member and CBA negotiator Hendrik Hoekema.

¹⁰ Including 1 CORE Light 2 week training session and 1 CORE Plus 3 week program which provided base wages and apprenticeship opportunities.

Approximately 2% of the budget was spent to support procurement from businesses located in the inner-city, with spending focused on the creation and publication of the Construction Directory and regular recruitment and liaison with companies to actively register with and utilize the directory.

4.3 Observations and Recommendations

The management of the CBA has been satisfactory: the three parties to the agreement have worked well together and collaborated to achieve results – over 100 students were trained in construction and 120 people placed in construction jobs. In gross terms, that works out to approximately \$6,250 per job created – an impressively small investment in individuals whose lives were subsequently transformed. Funds were well managed and further leveraged with other sources with the result that close to 90% of the legacy funds from Millennium were directed to training and participant support and inner-city procurement.

There is an opportunity for improvement, however, on the community engagement front. Some inner-city organizations feel strongly that their role in shaping the agreement was largely forgotten once the terms were set and the agreement signed. As one community stakeholder put it, “the professionals took over” and the community was forgotten. This perceived distancing from the community despite BOB’s attendance at FTEC meetings through the management and implementation phases has left some organizations in the inner-city frustrated and doubtful of the value of agreements such as this. Increased reporting out and a role for active and interested community groups in the governance and delivery of the agreement could strengthen this and other CBAs.

5 Conclusions and Recommendations

This CBA was an innovative effort in Vancouver to tie the development of prime urban land to neighbourhood employment and business procurement targets. While it is difficult to determine if the procurement target delivered benefits that would not have been realized without the CBA, there is little doubt that the 120 people trained and now working in construction have realized immense benefit and opportunity that would not have been there without the agreement in place.

The inner-city community is eager to be more involved throughout the design, development, governance, and implementation stages of agreements such as this CBA. There is also a strong appetite for more information on the results of this CBA.

When government, the private sector and a non-profit work together, you can accomplish goals and reach stretch targets that make a difference to individuals and a community. People are given a new lease on life. Their lives are changed.

Shirley Chan, BOB

In addition, there is a strong sense among community groups that the opportunity for future CBAs exists and a deliberate and sustained strategy is needed to ensure these opportunities are not missed. Several large projects have already occurred in the inner-city that did not have any negotiated inner-city benefits attached to the terms of development. There is an appetite to collectively reflect on the lessons learned from this CBA experience and to work with the City of Vancouver, BOB and the development community to continue to creatively work toward a model of development that delivers meaningful community development opportunities.

Millennium's interest in the CBA is genuine and ongoing. The company continues to track results from their investment in the community and is eager to share lessons learned with the wider development community. They are extremely supportive of this development model and would like to see other developers take on similar contributions and targets. Plans are developing for the CBA signatories to work with the Urban Development Institute to profile, promote and learn from this progressive agreement.

It would be a great thing for the whole industry to build on this model. Most people are going to go through the same learning curve. The template has now been set up. We have no hesitation about doing this again.

Shahram Malek, Millennium

Similarly, the City of Vancouver is eager to digest the results of this agreement and to work across city departments to develop opportunities for future CBAs.

As discussed throughout the body of this report, the key implementation lessons learned and recommendations from this CBA are as follows:

Community Engagement

- Engage the community throughout the agreement – from design and negotiations to implementation, monitoring and evaluation
- Regularly publish and distribute progress reports and program results. Information promotes confidence, understanding, and ongoing engagement

Employment

- Develop a Labour Pool Profile and match CBA program elements to this
- Evaluate focus on entry-level construction jobs
- Design employment programs to maximize employment stability and security
- Provide job trainees with income support to help them bridge training period
- Consider trial period wage subsidies for employers to encourage hiring
- Design employment and other program initiatives to benefit the full spectrum of inner-city residents including those with significant barriers to work

Procurement

- Reconsider procurement target in light of difficulty in inducing and tracking such transactions
- Specify procurement targets from social, micro, small and medium sized enterprises not simply inner-city addresses
- Consider measures other than procurement targets that can deliver benefits to businesses, social enterprises and community organizations (i.e. lease subsidies, business development funds, etc.)
- Link procurement to job opportunities for residents and track the number of jobs created and people hired

CBA Model and Strategy

- Bring stakeholders together to reflect upon the lessons learned from this CBA and to strategize on how to target and design future opportunities. Learn from successful models in other jurisdictions (i.e. the LAX airport project)
- Encourage the City to utilize their regulatory powers to create more community benefits
- Work with all levels of government to proactively target large development and infrastructure projects and insert community benefit clauses into tender documents
- Consider approach that works with not only with developers but large trades and companies that can absorb and place workers

Appendix 1:
Community Benefits Agreement for the Millennium Southeast
False Creek Properties Ltd. Development in SEFC Area 2A

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD. DEVELOPMENT
IN SEFC AREA 2A**

THIS **COMMUNITY BENEFITS AGREEMENT** made as of the 24th day of September 2007 (the "Effective Date")

AMONG:

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

AND:

MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD.
Main Floor – The Province Building
198 West Hastings Street
Vancouver, British Columbia, V6B 1H2
(the "Millennium")

AND:

BUILDING OPPORTUNITIES WITH BUSINESS INNER CITY SOCIETY
325 Main Street
Vancouver, British Columbia, V6A 2F9
(the "BOB")

WHEREAS:

- A. The City and Millennium entered into a Development Agreement on August 31, 2006, for, amongst other requirements, the lease and development of specific parcels of land owned by the City within Southeast False Creek Area 2A.
- B. Pursuant to:
1. Schedule B (Article 14) of the Development Agreement, the City and Millennium have agreed to negotiate in good faith a "benefits agreement" for the creation of opportunities for local low income residents and businesses of the Inner-City in the areas of training and acquisition of goods and services;
 2. Schedule B (Section 3.5(f)) of the Development Agreement, Millennium has agreed to provide employment and business opportunities, including:
 - (a) registering with BOB to hire Residents;
 - (b) providing jobs for Residents and giving business to Registered Businesses;
 - (c) funding training programs; and
 - (d) working with the aboriginal community to create training and employment opportunities; and

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD. DEVELOPMENT
IN SEFC AREA 2A**

3. Schedule F (Employment Opportunities, Page 136) of the Development Agreement, Millennium has committed to a strategy for providing benefits, as a result of the Project, to Residents and Registered Businesses.
- C. Millennium has implemented several of the policies and programs required by the Development Agreement, and acknowledges that the City's interests in benefiting the Inner-City will be optimized if further benefits provided herein are coordinated through BOB, which can provide information on and access to the Residents and Registered Businesses.
- D. Although Millennium and the City have agreed in the Development Agreement (Schedule B, Article 14) that this Agreement would be executed by Millennium and BOB, the Parties have now acknowledged, through the negotiations, that it is in the best interest of the Project and the benefits provided herein for this Agreement to be executed by the City, BOB and Millennium.
- E. The City, BOB and Millennium have now completed the negotiations for a "benefits agreement" and have agreed to the following terms and conditions to maximize the economic and social contribution to the Inner-City from the Project.
- F. The City, BOB and Millennium are committed to working cooperatively to ensure a successful implementation of this "benefits agreement" in a manner that will not cause any delays in the Project schedule.

NOW THIS AGREEMENT WITNESSES that in consideration of the covenants and conditions set out below and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed to by the Parties, the City, BOB and Millennium now agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Capitalized terms used in this Agreement shall have the meanings ascribed to such terms in the recitals above or in this Section 1.1, unless the context of their use requires otherwise:
- (a) **"Agreement"** means this Community Benefits Agreement;
 - (b) **"Authority"** means the City, in its capacity as a regulatory body, having jurisdiction over the Project;
 - (c) **"BOB's Representative"** has the meaning set out in Section 7.1(c);
 - (d) **"Buildings"** means all structures, buildings and improvements constructed by or for Millennium within the Developer's Parcels, or any part thereof, pursuant to the provisions of the Development Agreement, including all hard landscaping and all necessary services and ancillary facilities within same;

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD. DEVELOPMENT
IN SEFC AREA 2A**

- (e) **“Business Day”** means a weekday (Monday to Friday) that is not a “holiday” as defined in the *Interpretation Act* (British Columbia);
- (f) **“Chair”** has the meaning set out in Section 5.3;
- (g) **“City of Vancouver”** refers to a geographic location, unless the context requires otherwise;
- (h) **“City Representative”** has the meaning set out in Section 7.1(a);
- (i) **“Committee”** has the meaning set out in Section 5.1;
- (j) **“Construction Stage”** means the initial design and construction phase of the Project to complete the Buildings for use by the athletes and officials for the 2010 Olympic and Paralympic Winter Games, commencing on the Effective Date and expiring October 31, 2009;
- (k) **“Contractor”** means any general contractor entering into a contract with Millennium to undertake work on, and/or provide goods, products, equipment or services for, the development of the Project;
- (l) **“Day”** means a period of 24 consecutive hours, as defined by the calendar;
- (m) **“Developer’s Parcels”** means those legal parcels (which may be either two-dimensional land parcels, three-dimensional air space parcels or any combination of them) which will be purchased by Millennium from the City pursuant to the Development Agreement;
- (n) **“Development Agreement”** means the Lease Agreement between the City and Millennium, effective as of August 31, 2006;
- (o) **“Effective Date”** means the date set out on page 1;
- (p) **“Inner-City”** means the inner-city neighborhoods within the City of Vancouver, including the Downtown Eastside, Downtown South, and Mount Pleasant;
- (q) **“Job Training Course”** has the meaning set out in Section 3.3;
- (r) **“Laws and Regulations”** means any and all applicable laws, statutes, bylaws, rules, regulations, ordinances, codes and orders of any and all governmental authorities (including regulatory bodies) and courts having jurisdiction;
- (s) **“Members”** has the meaning set out in Section 5.2;
- (t) **“Millennium Representative”** has the meaning set out in Section 7.1(b);
- (u) **“Month”** means a calendar month;
- (v) **“Operations Stage”** means the operations stage of the Project, when the Buildings or portions greater than 8,000 square feet thereof, will be leased for retail or commercial purposes or as rental residential apartments, commencing on the purchase of the Developer’s Parcels by Millennium or its permitted assignee(s) from the City and expiring 5 years thereafter;

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD. DEVELOPMENT
IN SEFC AREA 2A**

- (w) **"Parties"** means any two or all of the City, BOB and Millennium as applicable, and **"Party"** means either the City, BOB or Millennium, as applicable;
- (x) **"Person"** or any word or expression descriptive of a person, includes any body corporate and politic, association, society, corporation, individual, joint stock company, joint venture, partnership, trust, or unincorporated organization, and their heirs, executors or administrators, or other legal representatives of such person;
- (y) **"Project"** means the design, construction, retrofit and operation of Millennium's Buildings within the Developer's Parcels;
- (z) **"Registered Businesses"** means the businesses listed in Appendix A, as amended by BOB from time-to-time or at any time, which includes businesses located in the Inner-City, Social Enterprises and businesses that are not located within the Inner-City but have satisfied BOB, at BOB's sole discretion, that the businesses recruit Residents, acquire goods, products, equipment and services from businesses registered on the Social Purchasing Portal, or provide ongoing support to Inner-City community development initiatives;
- (aa) **"Residents"** means all individuals residing in the Inner-City, including, but not limited to, aboriginal people, women, youth, people with disabilities, people of color and immigrants;
- (bb) **"Retrofit Stage"** means that portion of the construction phase of the Project when the Buildings must be completed in accordance with the rezoning, subdivision, development permit, building permit and occupancy permit requirements, commencing on April 8, 2010 and expiring on the purchase of the Developer's Parcels by Millennium or its permitted assignee(s);
- (cc) **"Rules"** has the meaning set out in Section 8.4;
- (dd) **"SEFC"** means Southeast False Creek;
- (ee) **"Social Enterprises"** means nonprofit organizations that operate income generating businesses to support their social and community development mission for the Inner-City;
- (ff) **"Social Purchasing Portal"** means the web based registry operated by BOB that encourages and facilitates the procurement of goods, products, equipment and services from Registered Businesses to generate business growth and create employment opportunities within the Inner-City;
- (gg) **"Southeast False Creek Area 2A"** or **"SEFC Area 2A"** means that portion of the Southeast False Creek development area bounded by Columbia Street to the west, Ontario Street to the east, False Creek to the north and First Avenue to the south;
- (hh) **"Special Meeting"** has the meaning set out in Section 8.3;

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD. DEVELOPMENT
IN SEFC AREA 2A**

- (ii) **“Supplier”** means any business entity that supplies goods, products, equipment or services to Millennium or its Contractors for the Project;
- (jj) **“Statements”** has the meaning set out in Section 8.3; and
- (kk) **“Term”** has the meaning set out in Section 6.1.

1.2 The language in all parts of this Agreement shall in all cases be construed as a whole and neither strictly for nor against any Party.

2. EMPLOYMENT OPPORTUNITIES

2.1 Millennium will insert language in its contracts with its Contractors, or obtain letters of undertaking from its Contractors which will require the Contractors to:

- (a) hire an aggregate total of a minimum of 100 Residents who successfully complete the Job Training Course for “entry-level” positions during the Construction Stage and Retrofit Stage;
- (b) register and maintain registration with BOB for the term of such contracts; and
- (c) work cooperatively with BOB to remove or reduce barriers to employment for Residents by examining all qualifying criteria for “entry-level” jobs identified by BOB to ensure that such criteria do not create unwarranted barriers to employment opportunities for Residents.

2.2 undertaking from its Contractors to ensure that all Residents hired by the Contractors in accordance with this section 2.0, shall have the same pay rate and terms and conditions of employment as the other entry-level employees of the Contractors hired for similar positions.

2.3 Attached as Appendix C are the letters of undertaking from the Contractors pursuant to Section 2.2.

2.4 Millennium shall register and maintain registration with BOB for the Term of this Agreement.

2.5 Millennium shall include in its contracts, purchase orders, request for bids, and/or any other procurement documents with its Suppliers who are located and are sourcing goods and services within the Lower Mainland, British Columbia and with whom Millennium contracts to procure goods, products, equipment and/or services with an aggregate value over \$350,000 for an individual Supplier, a request for those Suppliers to register and maintain registration with BOB for the term of such contracts.

2.6 Millennium shall insert the following language in its contracts, purchase orders, request for bids, or other procurement documents with its Suppliers pursuant to section 2.5.

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD. DEVELOPMENT
IN SEFC AREA 2A**

“Millennium is a company that continually strives to achieve the highest standards of social, ethical and environmental, and business practices in all facets of our work. We believe that our strong commitment to corporate social responsibility will not only help our company to prosper but will also help to bring sustainable social and economic benefits to the communities in which we do business. Millennium seeks out and builds relationships with suppliers who also support and practice corporate social responsibility. In particular, Millennium wishes to do business with suppliers whose actions and business principles will contribute to the revitalization of Vancouver’s Inner-City. To this end Millennium has partnered with the City of Vancouver and Building Opportunities with Business Inner-City Society (BOB), a non-profit economic development agency committed to the “revitalization without displacement” of the Inner-City. Millennium encourages our suppliers to register, and work with BOB, and challenges our suppliers to maximize the benefits resulting from our business activities.”

- 2.7 At the end of each Month, Millennium shall inform BOB of the name of the Suppliers, the address, and any other information that would help BOB encourage the Suppliers to register with BOB

3. MILLENNIUM CONTRIBUTIONS TO BOB

- 3.1 Millennium shall make a contribution of \$150,000 to BOB, in 3 Monthly installments of \$50,000 each commencing on the Effective Date and continuing each Month thereafter until the \$150,000 is paid in full.
- 3.2 Millennium shall make an additional contribution as a “legacy” grant of \$600,000 payable in 16 monthly installments of \$37,500 each commencing 3 Months after the Effective Date and continuing each Month thereafter until the \$600,000 is paid in full. This contribution shall be given appropriate public recognition through a joint press release issued by BOB and the City.
- 3.3 BOB shall use the contributions described in subsections 3.1 and 3.2 for BOB to provide or cause to be provided a job readiness training course and skills development training course (through the CORE Program of the Vancouver Regional Construction Association) for “entry-level” jobs (collectively, the “Job Training Course”) to Residents selected by BOB, in its sole discretion. In addition, BOB shall provide:
- (a) job coaches to support the employment initiatives herein;
 - (b) identify and manage, in cooperation with Millennium, the implementation of training, employment and procurement opportunities related to the Project; and
 - (c) employment retention support services to Residents employed by Millennium or its Contractors under Section 2.1.

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD. DEVELOPMENT
IN SEFC AREA 2A**

- 3.4 Millennium and the City shall cooperate with BOB in applying for governmental funding to support BOB's unfunded obligations hereunder; however, BOB acknowledges that Millennium and the City shall not be required to make any contributions or pay any fees (monetary or otherwise), except as expressly noted herein, to cover BOB's shortfalls as result of its obligations herein.

4. BUSINESS OPPORTUNITIES

- 4.1 Millennium and BOB shall work cooperatively with the Contractors and Suppliers to achieve an aggregate total goal of procurement of \$15,000,000 worth of goods, products, equipment and services required for the Project, where appropriate and price competitive, from qualified Registered Businesses.
- 4.2 Millennium shall use its best efforts to ensure that:
- (a) on-site food services are provided by Registered Business(es);
 - (b) a Registered Business(es) is (are) hired for Project cleanup work; and
 - (c) "landscaping" contractors are encouraged to hire Registered Business(es).
- 4.3 Prior to and during the Operations Stage, Millennium shall include in lease documents with tenants leasing in excess of 8,000 square feet of the commercial spaces within its Buildings a request for such tenants to register and maintain registration with BOB for the term of the Operations Stage.
- 4.4 Millennium shall insert in its leasing documents the following language pursuant to section 4.3.

"Millennium is a company that continually strives to achieve the highest standards of social, ethical and environmental, and business practices in all facets of our work. We believe that our strong commitment to corporate social responsibility will not only help our company to prosper but will also help to bring sustainable social and economic benefits to the communities in which we do business. Millennium seeks out and builds relationships with tenants who also support and practice corporate social responsibility. In particular, Millennium wishes to do business with tenants whose actions and business principles will contribute to the revitalization of Vancouver's Inner-City. To this end Millennium has partnered with the City of Vancouver and Building Opportunities with Business Inner-City Society (BOB), a non-profit economic development agency committed to the "revitalization without displacement" of the Inner-City. Millennium encourages our tenants to register, and work with BOB, and challenges our tenants to maximize the benefits resulting from our business activities."

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD. DEVELOPMENT
IN SEFC AREA 2A**

5. MONITORING

- 5.1 The Parties shall establish a “Community Benefits Agreement Oversight Committee” (the “Committee”) to:
- (a) assist with, and make such decisions as are necessary with respect to, the implementation of this Agreement;
 - (b) provide oversight regarding the provision of the community benefits initiatives herein; and
 - (c) facilitate the ongoing dialogue and cooperation amongst the City, Millennium, and BOB.
- 5.2 The Committee shall be comprised of only the following three members:
- (a) the City Representative;
 - (b) the Millennium Representative; and
 - (c) BOB’s Representative
- (collectively, the “Members”).
- 5.3 The City Representative shall be the chair of the Committee (the “Chair”).
- 5.4 The Chair will chair all meetings of the Committee.
- 5.5 The Chair, in consultation with the other Members, shall establish the meeting times. Except with the consent of all the Members a minimum of 48 hours notice will be given for all meetings.
- 5.6 The Committee shall meet together within the City of Vancouver for the dispatch of business, adjourn or otherwise regulate their meetings as the Members see fit.
- 5.7 The Parties shall work together to provide written performance reports on their respective obligations with respect to all the community benefits initiatives herein. Each Party will provide to BOB the information outlined in Appendix B and BOB will prepare a written performance report. These written performance reports shall be prepared for each calendar quarter and presented at a meeting of the Committee.
- 5.8 BOB shall coordinate the involvement of the Residents, Registered Businesses and other relevant parties from the Inner-City with the implementation of this Agreement, including:
- (a) developing and maintaining a labour pool profile;
 - (b) developing and maintaining a list of Registered Businesses;
 - (c) developing and implementing a community engagement plan, including open houses, public information sessions, and selective meetings with:

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD. DEVELOPMENT
IN SEFC AREA 2A**

Registered Businesses (including Social Enterprises), the Business Improvement Associations, and Inner-City economic development organizations;

- (d) working cooperatively with the City and Millennium to ensure that the objectives of this Agreement are met; and
- (e) performing all of the obligations which are identified herein as requirements of BOB.

6. TERM AND TERMINATION

6.1 The term of this Agreement (the “Term”) shall commence on the Effective Date and expire on the earlier of:

- (a) 30 Days after the expiration of the Operations Stage;
- (b) the termination of the Development Agreement; or
- (c) the date title to all of the Developer’s Parcels has been transferred to arm’s length parties.

7. COMMUNICATION AMONG THE CITY, MILLENNIUM AND BOB

7.1 All material communication amongst the City, Millennium and BOB regarding this Agreement shall be in writing and among:

- (a) the Project Manager, Southeast False Creek and Olympic Village Development (the “City Representative”);
- (b) the Project Manager, Millennium Southeast False Creek Properties Ltd. (the “Millennium Representative”); and
- (c) the Chief Executive Officer for BOB (“BOB’s Representative”),

or such other persons in similar roles and with similar responsibilities on behalf of the City, Millennium and BOB, respectively, from time to time.

7.2 Notices

Unless otherwise specified in any schedule attached hereto, all notices and other communications under this Agreement shall be sufficiently given if sent by e-mail, courier or fax to the following addresses/fax numbers:

To the City:

Project Manager, Southeast False Creek and Olympic Village Project
Office
City Hall
453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4
E-Mail Address: olympicvillage@vancouver.ca
Fax No.: (604) 871-6856

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD. DEVELOPMENT
IN SEFC AREA 2A**

To Millennium:

Project Manager, Millennium Southeast False Creek Properties Ltd.
Main Floor – The Province Building
198 West Hastings Street, Vancouver, British Columbia, V6B 1H2
E-Mail Address: hq@millenniumdevelopment.com
Fax No.: (604) 683-3420

To BOB:

Building Opportunities with Business Inner City Society
325 Main Street, Vancouver, British Columbia, V6A 2F9
E-Mail Address: SChan@bobics.org
Fax No.: (778) 328-7667,

or at such other addresses or facsimile numbers in British Columbia as any Party may, in writing, advise the others.

Any notice, document or communication shall be deemed to have been given and received, if delivered or sent by e-mail or facsimile, on the Business Day on which it is received if received prior to 4:00 p.m. (City of Vancouver, British Columbia time), and, if received after 4:00 p.m. on such Business Day, shall be deemed to have been received on the next Business Day.

8. AMICABLE DISPUTE RESOLUTION

8.1 Application.

This Section 8.0 will apply to any dispute arising out of or relating to this Agreement.

8.2 Procedure

If there is any dispute hereunder, then the Parties shall use reasonable good faith efforts to resolve such dispute, first by direct negotiation amongst the Parties' representatives listed in Section 8.3 and then, if that is not successful, by mediation with a neutral third party mediator acceptable to the Parties. Such mediator shall be provided with the Statements (as defined in Section 8.3) and given an opportunity to speak to any other relevant parties before commencing any mediation. Each Party to the dispute will bear its own costs and expenses in connection with any mediation and all costs and expenses of the mediator will be shared equally by the Parties to the dispute.

8.3 Direct Negotiation Parties

Prior to referring a disputed matter to mediation pursuant to Section 8.2, the Parties shall, through their representatives on the Committee, negotiate during a

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD. DEVELOPMENT
IN SEFC AREA 2A**

special meeting ("Special Meeting") of the Committee which is to be held within five Business Days of delivery of a notice from one Party to the others regarding a matter in dispute. The Special Meeting shall last for no more than three hours (unless the Members decide otherwise), and if the Members fail to resolve the dispute, the City Representative, the Millennium Representative and BOB's Representative shall each produce a statement of facts, which includes:

- (a) a description of the matter in dispute;
 - (b) a description of the issues; and
 - (c) a list of the interests of each Party with respect to the disputed matter
- (the "Statements").

The Statements shall be completed and exchanged amongst the Parties within two Days of the Special Meeting. Subsequently, within four Days of the Special Meeting, the Parties shall engage in direct negotiations between the following representatives, as applicable, for a period not less than the number of days (determined by 5 hours per Day) set out opposite their names, or for such longer period as such representatives may agree to in writing:

City	Millennium	BOB	Number of days (5 Hours per Day)
City Representative	Millennium Representative	BOB's Representative	1
City Manager	Chief Executive Officer for Millennium	Chair of the BOB Board of Directors	3

8.4 Arbitration

If any such dispute is not settled by agreement amongst the Parties within 25 Days, then, upon any Party to the dispute giving written notice to the others, it will be settled exclusively by binding arbitration by a single arbitrator. The Arbitrator shall be appointed promptly by the City and any award made by the Arbitrator shall not exceed the amount set out in Section 9.9. The location of the arbitration will be in the City of Vancouver, British Columbia. The arbitration will be governed by the *Commercial Arbitration Act* (British Columbia). The arbitrator will be selected within 10 Days after a Party notifies the others that the matter will be referred to arbitration, and the arbitration will be conducted in accordance with the *British Columbia Domestic Commercial Arbitration Rules* (the "Rules"), except that the provisions of this Agreement will prevail over the Rules. The Parties to the dispute will share equally in the fees and expenses of the arbitrator and the cost of the

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD. DEVELOPMENT
IN SEFC AREA 2A**

facilities used for the arbitration hearing, but will otherwise each bear their respective costs incurred in connection with the arbitration. Depositions will not be allowed, but information may be exchanged by other means. The Parties will use their best efforts to ensure that the arbitration hearing is conducted no later than 30 Days after the arbitrator is selected. The arbitrator must decide the dispute in accordance with the substantive law which would govern the dispute if it were litigated in court and, if requested by a Party, must specify a rectification period for a default herein. Following the arbitration hearing, the arbitrator will issue an award and a separate written decision which summarizes the reasoning behind the award and the legal basis for the award. This requirement does not, however, mean that the award is reviewable by a court for errors of law or fact. The arbitrator will not:

- (a) impose liability excluded by the terms of this Agreement;
- (b) award damages excluded by the terms of this Agreement; or
- (c) require one Party to pay the others' costs, fees, attorney's fees or expenses.

The award of the arbitrator will be final and binding on all Parties. Judgment upon the award may be entered in any court of competent jurisdiction.

8.5 Exception

The dispute resolution procedures described in this Section 8.0 are the sole and exclusive procedures for the resolution of any disputes which arise out of or are related to this Agreement.

9. GENERAL PROVISIONS

- 9.1 Each of Millennium and BOB covenants with the City and each other that, notwithstanding any other provision of this Agreement to the contrary, Millennium and BOB shall in performing their obligations under this Agreement, comply with all Laws and Regulations.
- 9.2 This Agreement may not be modified or amended except by an instrument in writing of equal formality as this Agreement executed by the City, BOB and Millennium or by the successors or assigns of the City and the successors or permitted assigns of Millennium and BOB.
- 9.3 All obligations under this Agreement, which by their nature require fulfillment or performance following the expiry or earlier termination of this Agreement, shall survive such expiry or earlier termination.
- 9.4 Nothing in this Agreement shall derogate from the obligations of Millennium under any other agreement(s) with the City or the Authority, or prejudice or affect the Authority's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, as amended from time to time, and the rights,

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD. DEVELOPMENT
IN SEFC AREA 2A**

powers, duties and obligations of the Authority under all public and private statutes, bylaws, orders and regulations which may be, if the Authority so elects, as fully and effectively exercised as if this Agreement had not been executed and delivered by the City, BOB and Millennium. Nor shall anything in this Agreement in any way delay Millennium from performing its obligations under the terms of the Development Agreement or any other agreements with the Authority.

- 9.5 The Agreement and the rights and duties of the Parties hereunder shall be interpreted, performed, and enforced in accordance with the laws of the Province of British Columbia, without regard to principles of conflicts of law thereof and subject to 8.0, any suit, action or proceeding relating to or arising out of this Agreement shall be brought solely in the courts of the Province of British Columbia
- 9.6 No Party shall assign their interest under this Agreement without the prior written consent of all Parties.
- 9.7 The Parties acknowledge that this Agreement shall extend to, be binding upon, and enure to the benefit of the City, BOB and Millennium, and the successors and assigns of the City and the successors and permitted assigns of Millennium and BOB.
- 9.8 The Parties agree that nothing in the Agreement shall serve to create any agency, employment or other master and servant relationship, partnership or joint venture relationship, or fiduciary relationship amongst the City, BOB and Millennium, and accordingly, neither Millennium nor its Contractors is or is deemed to be, partners, appointees, employees or agents of the City or BOB. No Party shall represent to anyone that:
- (a) it has any authority to bind any other Party to this Agreement in any way;
or
 - (b) it is an agent of any other Party to this Agreement.
- 9.9 Despite any other term of this Agreement, Millennium's liability under this Agreement with respect to its commitments outlined herein is limited to its financial obligations under Sections 3.1 and 3.2 of this Agreement, plus an amount of \$50,000.
- 9.10 No failure by the City, BOB or Millennium to enforce any right under this Agreement at any time or times shall operate as a waiver of the City's, BOB's or Millennium's right in respect of any continuing or subsequent breach of the Agreement or so as to defeat or affect in any way the rights of the City, BOB or Millennium in respect of a continuing or subsequent breach by the other Party(ies) and no waiver shall be inferred from or implied by anything done or omitted by the City, BOB or Millennium unless expressed clearly as a waiver in writing of such a right.

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD. DEVELOPMENT
IN SEFC AREA 2A**

- 9.11 If any provision of this Agreement is held to be invalid, illegal, or unenforceable, then such provision shall be deleted from this Agreement and the remaining provisions shall continue in full force and effect. The Parties shall in good faith negotiate a mutually acceptable and enforceable substitute for the invalid, illegal, or unenforceable provision, which substitute shall be as consistent as possible with the original intent of the Parties.
- 9.12 Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate wherever the context or the parties so require.
- 9.13 Despite any other term of this Agreement BOB and Millennium now release the City and its officials, officers, employees and agents from all costs, losses (including economic losses), damages and expenses suffered or experienced by BOB or Millennium and their respective officers, employees and agents in connection with the City's (including, for certainty, the City Representatives) performance of or failure to properly perform its obligations hereunder.
- 9.14 This is the entire agreement amongst the City, BOB and Millennium regarding Millennium's commitment to provide benefits to the Inner-City, including its Residents and the Registered Businesses, as part of the Project, and it terminates or nullifies any negotiations or representations made by or between or among the Parties and satisfies Millennium's obligations in the Development Agreement regarding same in Section 3.5(f) and Article 14 of Schedule B and Page 136 of Schedule F.
- 9.15 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument.

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD. DEVELOPMENT
IN SEFC AREA 2A**

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date:

CITY OF VANCOUVER, by its authorized signatory:

Director of Legal Services

MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD., by its authorized signatory:

Authorized Signatory

Print Name and Title

BUILDING OPPORTUNITIES WITH BUSINESS INNER CITY SOCIETY, by its authorized signatory:

Authorized Signatory

Print Name and Title

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD. DEVELOPMENT IN SEFC AREA 2A**

**APPENDIX B
Quarterly Implementation Status Report**

CBA Section	Target	Performance Indicators	Accountable Party
2.1	Commitments from general Contractors on employment, BOB registration, and employment access.	1. Language in contracts 2. Letters of commitment	Millennium
2.1 a)	Recruitment of 100 Residents	1. Residents hired for the Project 2. Person-months of employment created	Contractors
2.1 b)	Contractors to register with BOB	1. Registration	Contractors
2.1 c)	Remove barriers to employment	1. Address Issues identified by BOB	Contractors
2.2	Contractor commitment on pay rate and terms of employment	1. Language in contracts 2. Letters of commitment	Millennium
2.4	Millennium to register with BOB	1. Registration	Millennium
2.5	Encourage Millennium Suppliers to register with BOB	1. Language inserted in procurement documents	Millennium
3.1	Millennium \$150,000 contribution to BOB	1. Monthly installments	Millennium
3.2	Millennium \$600,000 legacy grant to BOB	1. Monthly installments	Millennium
3.3	Provision of training by BOB	1. Number of Residents registered for job readiness course training 2. Number of Residents that complete the job readiness course training 3. Number of Residents registered for skills development training course 4. Number of Residents that complete the skills development training course	BOB
3.3 a)	Provision of job coaching services	1. Ratio of employed Residents per job coach	BOB
3.3 b)	Manage implementation of Community Benefits Agreement	1. Quarterly Performance Reports	BOB
3.3 c)	Provision of employment retention support	1. Average person-months of employment per Resident	BOB
3.4	Millennium to cooperate with BOB for funding applications	1. Number of joint funding applications	BOB

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD. DEVELOPMENT IN SEFC AREA 2A**

CBA Section	Target	Performance Indicators	Accountable Party
4.1	Goal of \$15,000,000 of procurement from Registered Businesses	1. Sum total of procurement contracts	Millennium
4.2 a)	On-site food service	1. Registered Business providing food services	Contractors
4.2 b)	Project clean-up work	1. Registered Business providing site clean-up	Contractors
4.2 c)	Landscaping work to Registered Businesses	1. Registered Business hire for some landscaping work	Contractors
4.3	Encourage anchor tenants to register with BOB	1. Language inserted in lease documents 2. Tenants registered with BOB	Millennium
5.7	Accountability Reports	1. Number of quarterly reports received by the Committee	Committee
5.8	Coordination of stakeholder involvement	1. Development and maintenance of a Labour Pool Profile 2. Development and maintenance of a Business Registry 3. Management of a Community Engagement Plan	BOB
8.0	Amicable Dispute Resolution	1. Number of disputes registered with the Committee 2. Number of disputes resolved by the Committee 3. Number of disputes resolved by Direct Negotiation 4. Number of disputes resolved by Mediation 5. Number of disputes resolved by Arbitration	Committee

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD.
DEVELOPMENT IN SEFC AREA 2A**

APPENDIX C

FROM

(MON) AUG 13 2007 16:49/ST. 16:49/No. 6844569768 P 1



August 13, 2007

VIA FAX 604) 683-3420

Millennium Southeast False Creek Properties Ltd.
188 West Hastings Street
Vancouver, BC
V6B 1H2

Attention: Mr. Hank Jasper
General Manager

RE: **MILLENNIUM WATER PROJECT, PARCELS 5, 9, 10, AND 11
BUILDING OPPORTUNITIES WITH BUSINESS
(B.O.B.) PROGRAM PARTICIPATION**

Dear Hank:

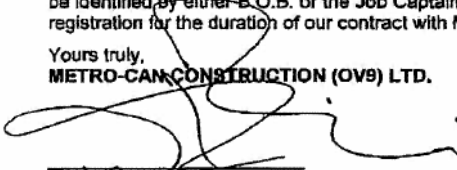
We understand that an objective of the B.O.B. Program is to provide work opportunities at the Millennium Water project, for one hundred (100) program participants. Metro-Can Construction (OV9) Ltd. ("MC") would like to confirm, on behalf of both ourselves and our Trade Partners, that we will collectively be able to secure seventy (70) job placements in relation to the four (4) land Parcels we will be constructing for you at the Millennium Water project. A longer period of employment than the practicum, will depend on performance and attendance.

The type of work opportunity available for the program participants will typically be Laborer roles, although other roles such as Construction Freight Elevator Operators may also be required. Although wages paid depend on which roles can be filled by the participants, the terms and conditions of employment for the participants including their pay rate will be the same as it would for non-participants in similar positions.

We understand that the program participants will receive support and guidance from full-time Job Captains, at a ratio of approximately 1 Job Captain per fifteen (15) program participants. The Job Captains will directly co-ordinate with MCC's supervisory personnel on site, to assist us in appropriately matching our various opportunities to the program's various participants on an ongoing basis, in such a way as to maximize the productivity and benefit of the B.O.B. Program to both the participants and the project.

We undertake to work co-operatively with the Job Captain and B.O.B. to reduce barriers to employment that may be identified by either B.O.B. or the Job Captain. In addition, we commit to register with B.O.B. and maintain our registration for the duration of our contract with Millennium.

Yours truly,
METRO-CAN CONSTRUCTION (OV9) LTD.


Derek Pilecki
Director of Preconstruction

DP:rg

cc: Helena Maurice
Don Voith
Hugh McLeod
Rob Ezart

WE MAKE IT HAPPEN
#520 - 18470 - 152ND STREET - SURREY - B.C. - CANADA - V3R 0T3
TELEPHONE - (604) 583 1174 - FACSIMILE - (604) 583 3321

08/13/07 MON 16:49 [TX/RX NO 6870]

**COMMUNITY BENEFITS AGREEMENT
FOR THE
MILLENNIUM SOUTHEAST FALSE CREEK PROPERTIES LTD.
DEVELOPMENT IN SEFC AREA 2A**



July 26, 2007

Millennium Southeast False Creek Properties Ltd.
198 West Hastings Street
Vancouver BC V6B 1H2

Attention: Hank Jasper, Project Manager

Via fax: (604) 683-3420

**RE: Millennium Water Project, Parcels 3, 4, and 6
Building Opportunities With Business (B.O.B.) Program Participation**

We understand that an objective of the B.O.B. Program is to provide work opportunities at the Millennium Water project, for 100 program participants. ITC would like to confirm, on behalf of both ourselves and our Trade partners, that we will collectively be able to secure **30 job placements** in relation to the three land Parcels we will be constructing for you at the Millennium Water project. A longer period of employment than the practicum, will depend on performance and attendance.

The type of work opportunity available for the program participants will typically be Labourer roles, although other roles such as Construction Freight Elevator Operators may also be required. Although wages paid depend on which roles can be filled by the participants, the terms and conditions of employment for the participants including their pay rate per hour will be the same as it would for non-participants in similar positions.

We understand that the program participants will receive support and guidance from full-time Job Captains, at a ratio of approximately 1 Job Captain per 15 program participants. The Job Captains will directly coordinate with ITC's supervisory personnel *on site*, to assist us in appropriately matching our various opportunities to the program's various participants on an ongoing basis, in such a way as to maximize the productivity and benefit of the B.O.B. Program to both the participants and the project.

We undertake to work cooperatively with the Job Captain and B.O.B. to reduce barriers to employment that may be identified by either B.O.B. or the Job Captain. In addition, we commit to register with B.O.B. and maintain our registration for the duration of our contract with Millennium.

Sincerely yours,

ITC CONSTRUCTION INC.

Brent G. Olund, P.Eng., MBA
Regional Director of Projects

Copies:	Doug MacFarlane	VP Business Development	ITC Construction Inc.
	Peter Rezansoff	President and CEO	ITC Construction Inc.



Suite 105-1500 Howe Street, Vancouver, BC V6Z 2N1

www.itc-group.com

Telephone: 604-685-0111 Fax: 604-685-0112

Appendix 2.

Interview Templates

Training Agencies

Ron Coreau, Director, VRCA

March 5, 2009

1. Has the CBA been an effective tool for delivering employment opportunities to inner city residents?
2. Was the employment target (100 jobs) of the CBA appropriate?
3. Was BOB's overall management of the training and employment program effective?
4. Were the training partnerships between BOB, the VRCA and Tradeworks effective?
5. Was the participant intake model successful?
6. Were the pre-employment and CORE training programs successfully managed and delivered?
7. Did these programs deliver qualified entry-level workers to the worksite?
8. What was the experience with finding job placements for program graduates?
9. Was the job coaching and employment support useful for employers and employees?
10. What impact has the training and employment program had on program participants?
11. What recommendations come from this experience?
12. What opportunities come from this experience?

Referral and Support Agencies

I will email the list of referral agencies provided by BOB

1. Are you aware of the Community Benefits Agreement (CBA) signed by Millennium Southeast False Creek Properties Ltd., the City of Vancouver, and Building Opportunities with Business Inner City Society (BOB)?
2. How has your organization been affected by or benefited from this agreement? Please provide detail.
3. Has your organization provided any training or services related to the CBA? Please provide detail.
4. Has your organization referred clients to BOB for participation in employment training or business procurement programs? If so, how many or with what frequency (estimate)?
5. Was BOB effective in providing information to your organization and the broader public about employment and business opportunities related to the CBA?
6. Was the CBA an effective tool for delivering benefits to inner city residents and businesses?
7. Was the CBA Oversight Committee made up of Millennium, the City, and BOB the appropriate vehicle for managing and monitoring the implementation of the agreement?
8. What recommendations do you have about the CBA experience itself and its use as a development model?
9. What future opportunities might come from this CBA experience?

10. Other comments?

Inner-City Connected Program Participants

I have asked Lani and Liz for advice on how to outreach to program participants. Lani will forward contact information.

1. How did you learn about the training programs to work on the Olympic Village site?
2. What was your experience like going through the selection or interview process for the program?
3. What training program(s) did you participate in?
4. What was your experience like in the training program?
5. Would you recommend this program to others?
6. Were you placed in an employment position on the Olympic Village site?
7. What has your experience been like on the job?
8. Have you had the employment support you need to succeed in your job?
9. Has this training and employment program been valuable or beneficial to you? In what ways?
10. What recommendations would you make about the program?

Registered Businesses

Rosemary Cooper will ask companies she interviews the following questions:

1. Was your company contracted by Millennium, ITC or any of the subcontractors for the Olympic Village site project?
2. If yes, can you estimate the dollar value of those sales?
3. If yes, would your company have realized that opportunity if the CBA and related inner-city procurement targets were not in place?
4. Did registry on the construction directory bring other benefits to your company?
5. To better understand the capacity of your company, can you estimate the dollar value of sales that your company COULD have delivered to the Olympic Village project if given the opportunity?

CITY OF VANCOUVER

Questions:

Context and formation

1. Why and how did the CBA between Millennium, the City of Vancouver and BOB come to be developed?
2. What was the City of Vancouver's role in designing the terms of the CBA?
3. Was the CBA negotiation process efficient and effective?
4. Was the final CBA a strong one?
5. Was the CBA unique or innovative?

Governance and implementation

6. Did the City, BOB and Millennium work cooperatively to implement the CBA?
7. Did BOB manage the implementation of the CBA well, providing access and information to residents and businesses?
8. Were Millennium and its contractors and sub-trades committed to the terms of the CBA?
9. Is this agreement model -- between the City, the Developer, and a Non-profit -- an effective one?
10. Was the Oversight Committee made up of the City, BOB and Millennium an appropriate mechanism for monitoring the implementation of the agreement?

Results

11. Did the CBA create opportunities for inner city residents and businesses in the areas of training and procurement?
12. Is the CBA an effective tool to ensure benefits accrue to inner-city residents and businesses?
13. Did Millennium meet its commitments to work with its contractors and BOB to hire 100 residents and procure \$15m in goods and services from the inner city?
14. Did Millennium receive or seek recognition for their contributions to the inner city?
15. What has been the value of the CBA to the City of Vancouver? Millennium? BOB?
16. What will be the legacy of the CBA?

Recommendations

17. What have been the lessons learned from this CBA experience with respect to agreement design, employment or procurement?
18. What recommendations come from this CBA experience?
19. Is the CBA, or aspects of it, replicable?
20. Is this a model for future development?

MILLENNIUM

Questions:

Context and formation

1. What was the Millennium's role in designing the terms of the CBA?
2. Was the CBA negotiation process efficient and effective?

Governance and implementation

3. Is this agreement model -- between the City, the Developer, and a Non-profit -- an effective one?
4. How did Millennium meet its commitments to the terms of the CBA?
5. Were your contractors and sub-trades committed to the terms of the CBA?

Employment

6. Was the employment target (100 jobs) of the CBA appropriate?
7. What did Millennium and its contractors ITC and MetroCan learn or observe with respect to the administering the employment side of the CBA?

Procurement

8. Was the procurement target (\$15m) of the CBA appropriate?
9. Did this procurement target mean a change in business practices for Millennium and its contractors?
10. How did Millennium meet the goal of ensuring, in particular, that on-site food services, landscaping and project cleanup work contracts hired registered businesses?
11. What did Millennium learn or observe with respect to the administering the procurement side of the CBA?

Results

12. Is the CBA an effective tool to ensure benefits accrue to inner-city residents and businesses?
13. Did Millennium receive or seek recognition for their contributions to the inner city?
14. What has been the value of the CBA to Millennium?
15. What will be the legacy of the CBA?

Recommendations

16. What recommendations come from this CBA experience?
17. Is the CBA, or aspects of it, replicable?
18. Is this a model for future development?
19. Would Millennium commit to an agreement of this nature again on other project sites in the City?

BOB

Questions:

Context and formation

1. Why and how did the CBA between Millennium, the City of Vancouver and BOB come to be developed?
2. What was BOB's role in designing the terms of the CBA?
3. Was the CBA negotiation process efficient and effective?
4. Was the final CBA a strong one?
5. Was the CBA unique or innovative?

Governance and implementation

6. Did the City, BOB and Millennium work cooperatively to implement the CBA?
7. Did BOB manage the implementation of the CBA well, providing access and information to residents and businesses?
8. Did BOB administer funds from Millennium as agreed for training, coaching and employment retention?
9. Did Millennium meet its commitments to the terms of the CBA?
10. Were Millennium's contractors and sub-trades committed to the terms of the CBA?
11. Is this agreement model -- between the City, the Developer, and a Non-profit -- an effective one?
12. Was the Oversight Committee made up of the City, BOB and Millennium an appropriate mechanism for monitoring the implementation of the agreement?
13. Did BOB develop and maintain a labour pool profile as specified in the agreement?
14. Did BOB develop and maintain a community engagement plan as specified in the agreement?
15. Did BOB develop and maintain a list of registered businesses as specified in the agreement?

Employment

16. Was the training and employment program of the CBA well designed?
17. Was the employment target (100) of the CBA appropriate?
18. Were the training partnerships between BOB, the VRCA and Tradeworks effective?
19. Did these programs deliver qualified entry-level workers to the worksite?
20. Was the job coaching and employment support useful for employers and employees?
21. What employment related issues arose?
22. What did BOB learn with respect to the administering the employment side of the CBA?

Procurement

23. Was the business registration and procurement program of the CBA well designed?
24. Was the procurement target (\$15m) of the CBA appropriate?
25. How did Millennium and BOB work together to create opportunities for inner-city businesses and meet the procurement target?

26. How many inner city businesses benefited from this agreement? By how much?
27. Did this procurement target mean a change in business practices for Millennium and its contractors?
28. What procurement related issues arose? (I.e. were there market gaps or sales capacity issues with inner city businesses?)
29. What did BOB learn with respect to the administering the procurement side of the CBA?

Results

30. Did the CBA create opportunities for inner city residents and businesses in the areas of training and procurement?
31. Is the CBA an effective tool to ensure benefits accrue to inner-city residents and businesses?
32. Did Millennium meet its commitments to work with its contractors and BOB to hire 100 residents and procure \$15m in goods and services from the inner city?
33. Did Millennium receive or seek recognition for their contributions to the inner city?
34. What has been the value of the CBA to the City of Vancouver? Millennium? BOB?
35. What will be the legacy of the CBA?

Recommendations

36. What have been the lessons learned from this CBA experience with respect to agreement design, employment or procurement?
37. What improvements could be made?
38. What recommendations come from this CBA experience?
39. Is the CBA, or aspects of it, replicable?
40. Is this a model for future development?

Appendix 3.

Participant Profiles

Living Life on Life's Terms: Chris Foster's Story

"You'll have mostly good days, but you may have one or two in a week that are really bad. It's living life on life's terms, and you have to be strong enough to get over those bad times." - Chris Foster

In early 2008, Chris Foster was going through a job seeking program as part of the recovery process from substance abuse when he was referred to the CORE program. CORE (which stands for Construction Orientation to Retain Employment) is a program administered by BOB on behalf of the City of Vancouver and Millennium Development Corporation. Trainers from the Vancouver Regional Construction Association (VRCA) instruct students in pre-employment skills (e.g. basic math and communication) and give them hands on training with construction tools.

"My expectations were passed met," Foster says of the program, "The instructors are great, very knowledgeable of what they're doing. I learned quite a bit...and what was really good was that I got seven [construction] certificates out of the deal."

Following the CORE program, Foster was connected to a job on the Vancouver Olympic Village site. Through its Supported Employment Program, BOB worked to make the transition into the workforce a smoother one by supplying tools and work clothing, as well as with regular follow-ups.

"It's nice to have the person from BOB get in contact with you periodically to see how you're doing or if you're in need of work," Foster says, "and even when I did have the job I still had the job coach coming right to the site and seeing how I was doing, it was really nice."

"I'm more stable in my thinking these days of what I want to do with my life," he says, "I'd like to become a counsellor because I've been there. I'd like to be able to help people, that's a long-term goal of mine ... I'm proud of myself, I've come a long way."

Building a Future: Jose Rosales' Story

After going in to the community agency, newCHAPTER2, Jose Rosales was referred to BOB's CORE program. CORE (which stands for Construction Orientation to Retain Employment) is a program administered by BOB on behalf of the City of Vancouver and Millennium Development Corporation. Trainers from the Vancouver Regional Construction Association (VRCA) instruct students in pre-employment skills (e.g. basic math and communication) and give them hands on training with construction tools.

Prior to the CORE program, Rosales had many years of experience in the construction sector but only as a labourer. "Before coming in to BOB I was always asking around to see where I could get training. I was tired of being just a labourer, but a lot of the programs I came across charged a lot of money, but with BOB the class was free, and I think this really helps a lot of people in the area. It's a great opportunity."

"I had some problems with drinking before, like a lot of people in this area, and projects like [CORE] really help people get out of those things, helps them to feel better about themselves and to think more positively," Rosales continues. "Before I started the CORE program I was really down, but after getting in I became more reliable and disciplined... Now I'm eager for whatever comes and I have more confidence."

“I’d really like to start a company one day and do renovations,” he says, “I want to learn everything about carpentry from the blueprinting to building things...I’ve wasted a few years already, and I don’t want to waste anymore.”

Eyes on the Big Picture: Don Chartrand’s Story

“Get a goal and work hard for it. You have to think of the bigger picture. It’s not the quick high, it’s not the quick, “Oh I got a paycheck, let’s party”. There’s a bigger picture in life.”

Coming from Don Chartrand, these words of advice are backed up with first-hand experience.

Don began working in the bar industry at the age of 15. After over 20 years immersed in that scene he decided it was due time for a change. “I just wanted to get out of it,” he recalls. Over the years he had had opportunities to work temporary positions on construction sites so the construction sector was naturally where he turned to pursue new job opportunities.

With his good work ethic he had no problems landing jobs, but they were all temporary positions lasting under 2 months working on the final phases of projects. The sporadic nature of temp construction jobs and the need to move to wherever the next job was created problems for Don to find permanent housing. After trying for over a year to land a long-term position, Don went to THEO, a Downtown Eastside employment agency, who in turn referred him to a CORE Training program.

CORE (which stands for Construction Orientation to Retain Employment) is a program managed by BOB that is designed to equip students with pre-employment skills (e.g. basic math and communication) and give them hands on training with construction tools.

After being accepted into CORE, Don was offered a position to work on the Vancouver Olympic Village site. He has worked closely with BOB Employment Support Coordinators Lani, Ramesh and Waldemar.

“The Coordinators were helpful when I first got the job. They supplied me with bus tickets to get to and from work, meal tickets for lunch, and all the tools required. Ramesh helped get me into residence and that was really helpful. They check up on me every once in a while which is nice. It shows that they care. They want the people in the program to succeed.”

Don was employed on Vancouver’s Olympic Village site February 2008.

“The 2010 Olympics is going to be part of history of Vancouver, he says, “I love this city, and I love its history, and I want to be a part of it.”

Core to Success, Getting the Connections Right: Roderick Green’s Story

In spring 2008, Roderick Green was living in a Salvation Army shelter. At 48 years old, he had lost his job as a bartender, been evicted from his apartment and watched his savings whittle away. When he met Lani Johnson, Employment Support Coordinator at Building Opportunities with Business (BOB), things finally took a turn for the better. Johnson connected Green with the Construction Orientation to Retain Employment Program (CORE).

CORE is a six-week employment-training program provided by the Vancouver Regional Construction Association (VRCA) at the RONA Vancouver 2010 Fabrication Shop.

“CORE prepares workers for entry level construction jobs,” explains Keith Sashaw, President of the VRCA. “They learn safe work practices, effective interpersonal skills, and competent handling of construction tools and materials. As well they can earn seven industry certificates including first aid and fall safety.”

As Green described it, “After CORE, you walk into the scene with more confidence. You’re ready to apply everything you learned and to be as productive as you can.”

Few people would be able to find their way to the CORE program and to the jobs on the other side without the connector: Building Opportunities with Business (BOB).

“BOB’s role is to be a connector and a resource to the businesses, agencies and the residents of the inner city,” Johnson explains.

Johnson seeks referrals from over 40 inner-city agencies that support people looking for a new start. She and a VRCA job coach screen applicants to ensure that they are ready for the opportunity. They then connect with the companies on the Vancouver Olympic and Paralympic Village site, and other employers, to find placements.

The support continues on as CORE graduates transition into the job. BOB provides basic equipment for the job, post employment support and can help fund further training through BOB’s Workforce Development Fund. In addition, the program supplies breakfast, lunch and bus tickets until the first paycheck arrives.

In just over a year, the program has placed 102 people in construction jobs, not all of whom needed pre-employment training. To date 90 people entered the CORE program and 63 successfully completed it.

CORE is made possible by an innovative Community Benefit Agreement (CBA) signed in November 2007 between the City of Vancouver, Millennium Southeast False Creek Properties Limited (the developer constructing the Olympic and Paralympic Village Vancouver) and BOB. The agreement provides for 100 jobs, a minimum of \$15 million in goods and services purchased from inner-city suppliers as well as \$750,000 in training funds for inner-city residents.

Roderick Green is employed as a roofer now. He was offered the job the day before his CORE program ended. He is currently working his way out of debt and hopes to apprentice as journeyman roofer.

“Bit by bit everything is coming together,” said Green. “Lani has helped me in so many ways. I can’t explain how grateful I am. This program worked for me and it could work for many, many others.”

Appendix 4.

Publicity and Media

November 15 , 2007

Southeast False Creek Olympic Village Community Benefit Agreement

The City of Vancouver, Millennium Southeast False Creek Properties Limited*, and Building Opportunities with Business Inner-city Society (BOB)** announced today the signing of the Southeast False Creek Olympic Village Community Benefit Agreement.

The agreement will provide 100 inner-city jobs, \$15 million in inner-city procurement opportunities, and a \$750,000 legacy fund by Millennium for training and employment support to inner-city residents and businesses through BOB.

This agreement exemplifies the City of Vancouver's Inner-city Inclusivity Commitment Statement of the 2010 Olympic bid. Through this agreement, the City is continuing its work toward achieving economic revitalization without displacement in Vancouver's inner-city neighbourhoods.

"This agreement also exemplifies the commitment of Project Civil City to use the 2010 Winter Olympic and Paralympic Games as a catalyst to address the social challenges our community faces," said Vancouver Mayor Sam Sullivan. "This announcement will help us ensure inner-city residents benefit from our role as Host City."

The agreement has the potential to assist local inner-city residents in receiving construction training and securing jobs, while offering local inner-city businesses preferential access to procurement opportunities. Specifically, the agreement provides the following benefits:

- \$750,000 in funding to cover the cost of pre-employment and construction skills development training, the provision of job coaches, and employment retention support. This legacy fund is offered by Millennium, the developer of the buildings that will be used as the Olympic Village;
- 100 jobs for BOB-qualified and trained inner city residents. These will be hired by the project contractors MetroCan Construction Ltd., ITC Construction Inc., and their sub-trades to work on the Olympic Village construction; and,
- a target of \$15 million for goods and services to be procured from inner-city businesses registered with BOB. This will help build capacity and create new jobs.

"Millennium is pleased to be a signatory to this agreement. Through this agreement we will move beyond words and demonstrate our commitment to social corporate responsibility. It is our hope that the construction of the Olympic Village will bring positive, long-term social and economic benefits to the surrounding communities," said Shahram Malek, Director of Millennium.

The implementation and monitoring of the agreement will be the responsibility of BOB. "New development in the inner-city can be controversial when local residents and businesses do not see any direct benefit from the development. BOB will work hard with its community partners

to assist the local communities in maximizing the benefits of this development,” stated BOB Chair Lee Davis.

Over the next few weeks, representatives from the City and BOB will meet with inner-city residents, businesses, and community organizations to review the details of this agreement and how they can become involved.

For more information:

www.vancouver.ca/olympicvillage

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** Millennium Southeast False Creek Properties Limited is a Vancouver-based, diversified real estate developer with 60 years of experience on local and international projects. For the SEFC project, Millennium leads a development team comprising 17 firms, including Merrick Architecture and GBL Architecture.*

*** Building Opportunities with Business Inner-city Society (BOB) is a non-profit society formed by the Vancouver Agreement, a partnership of the federal, provincial, and city governments. Formed in 2005, its mandate is to strengthen, grow and increase business in the DTES, increase procurement from DTES businesses, increase investment and visitor traffic in the inner city, increase opportunities for employment and strengthen workforce development. Major sponsors and contributors include Bell Canada, VanCity, and the three levels of government.*

[\[News Release Index\]](#)

Comments or questions? Send us e-mail at info@vancouver.ca

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Building Opportunities with Business Inner-city Society



Southeast False Creek Olympic Village Community Benefits Agreement

Parties to the Agreement

SUMMARY OF BENEFITS

- **\$750,000 Legacy Fund** by Millennium for pre-employment and skill development training
- **100 construction jobs** for inner-city residents
- **\$15,000,000** of goods and services purchased from inner-city businesses
- **Other business opportunities** for inner-city businesses

WHO CAN BENEFIT?

- **Inner-city residents** (Downtown Eastside, Downtown South, and Mount Pleasant)
- **Social Enterprises**
- **Inner-city businesses;**
- **Vancouver businesses** that are registered with **BOB** and train and recruit inner-city residents or purchase goods and services from inner-city businesses.

The Southeast False Creek Olympic Village Community Benefits Agreement is a great example of what happens when the City of Vancouver joins forces with a developer and a community-based organization to ensure that a community gets substantial economic revitalization support from the development of a project in their community.

The Olympic Village Community Benefit Agreement is a significant step for the City to assist in the revitalization of the inner-city. This agreement continues the City's commitment to use its tendering and project development processes to achieve community employment and procurement benefits. Other examples include the waterfront construction work, the reconstruction of First Avenue, Woodward's, and the Trade and Convention Centre. The City is sending an important signal to companies that

including the inner-city and aboriginal residents and businesses as part of their project can offer a business advantage.



Aerial view of the Olympic Village site

Millennium won the right to become the developer of the buildings to be used as the 2010 Olympic Village in 2006. The Company has a strong commitment to its corporate social responsibilities, especially for Vancouver's inner-city communities. This commitment was clearly illustrated through the company's

bid on the development of the Southeast False Creek property. The list of community benefits Millennium included in their proposal formed the basis on which the Community Benefits Agreement was developed.

The implementation and monitoring of the Olympic Village Community Benefit Agreement will be the responsibility of a community-based economic development organization. Building Opportunities with Business Inner-city Society (BOB) will be working cooperatively with community agencies and local area businesses to ensure that the inner-city communities achieve the maximum benefits from this agreement. BOB began its operations in 2005. Some of its major sponsors and partners include Bell Canada, Vancity Capital Corp, Government of Canada, the Province of BC, the City of Vancouver, and the Vancouver Agreement.

Vancouver's Inner-city



The inner-city includes the neighbourhoods of: Chinatown, Strathcona, Oppenheimer, Victory Square, Gastown, Mount Pleasant, and Downtown South.

Southeast False Creek - Vancouver's Newest Community



The Southeast False Creek site comprises a total of 32 hectares (80 acres) that was historically used for industrial and commercial purposes. This last remaining large tract of undeveloped waterfront land near Vancouver's downtown is currently being de-

Southeast False Creek site plan

veloped as a model sustainable community. The area will be a mixed use community with a focus on residential housing for families.

The first phase of Southeast False Creek to be developed is the 7 hectare Area 2A. It will comprise of fourteen residential buildings, 70,000 square feet of retail space, and a 45,000 square foot community centre. During the 2010 Olympic and Paralympic Winter Games, a number of temporary structures will be added to the buildings and the site will be temporarily transformed into the Olympic Village. During the games, the Village will house approximately 2,800 athletes and officials.

After the Games, the buildings of the Olympic Village will become permanent residential housing. Of the resulting 1,100 housing units, 250 will become affordable housing and another 110 units will become rental housing. Future phases of the development will add to the community. When fully developed the Southeast False Creek community will be home to 16,000 people. The six million square feet of development will include more than 5,000 residential units; a full-size community centre; a non-motorized boating facility; three to five licensed child-care facilities; two out-of-school care facilities; an elementary school; and 10 hectares of park.

What is a community benefit agreement (CBA)?

CBAs are project-specific contracts between owners/developers and community organizations to ensure that local community residents share in the economic benefits associated with major developments. The type of benefits provided by these agreements are tailored to the community needs and most often include training, jobs, contracts for social enterprises and local area businesses, housing, parks, and other public use facilities. In general, the value of the benefits is matched to the overall impact of the project on the community.

The Southeast False Creek Olympic Village Community Benefit Agreements

The Olympic Village CBA is a significant step toward fulfilling the commitments that the City of Vancouver made with its Olympic partners (the Government of Canada, the Province of British Columbia and the 2010 Bid Corporation, now "VANOC") to work together to ensure the legacy of the 2010 Winter Games not only minimizes adverse impacts, but creates direct benefits for Vancouver's inner-city communities.

Through the CBA Millennium Southeast False Creek Properties Ltd. is directly providing or facilitating the following benefits:

- **\$750,000** legacy fund for an inner-city training program to develop pre-employment and construction skills, to provide job coaches, and to support employment retention;
- **100** inner-city residents will be hired by Millennium's contractors MetroCan Construction Ltd., ITC Construction Inc., and their sub-trades, to work on the Olympic Village construction; and
- **\$15,000,000** set as the goal to procure goods and services from inner-city businesses to build capacity and help create new jobs for inner-city residents.

For more Information

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Millennium Development backs Downtown Eastside

Millennium Development Corporation, developers of Millennium Water, the project that will serve as the 2010 Athletes' Village in Vancouver, has facilitated the purchase of more than \$25 million worth of goods and services from inner-city suppliers.

As part of its community benefits agreement (CBA) in winning the project, Millennium had committed to awarding \$15 million in contracts. It's shot past this mark by \$10 million. Among the goods and services sourced

from the downtown core – largely the Downtown Eastside – are home furnishings, mechanical equipment, catering, office supplies, architectural hardware and electrical services.

Established by Millennium, the City of Vancouver and Building Opportunities with Business Inner City Society (BOB) in 2007, the CBA was formed to create opportunities for local low-income residents and businesses of the inner city in the areas of training and acquisition of goods and services.

"Millennium has made a tremendous contribution to the community through the CBA as administered by BOB," said Shirley Chan, CEO of Building Opportunities with Business.

The Vancouver Regional Construction Association (VRCA), along with ITC Construction and Metro-Can Construction, general contractors on the Millennium Water project, has been active with inner-city residents in the field of entry level trades. Rona Building Supplies has provided

"Millennium has made a tremendous contribution to the community through the CBA as administered by BOB"

- Shirley Chan,
CEO,
Building Opportunities
with Business

the training facility and the VRCA has supplied the trainers.

The CBA includes a \$750,000 legacy fund put in place by Millennium to fund the pre-employment and skills development training. There is a commitment to create 100 construction jobs for inner-city residents.

So far 101 people have started Construction Orientation to Retain Employment (CORE) training with 65 completed and 11 in training. Millennium points out that success of

this magnitude is rare for most employment programs in the area.

With 86 inner-city residents hired onsite and another 26 hired offsite, 112 paying construction jobs have been created by Millennium through the CBA.

"We believe our commitment to ethical and social responsibility will bring social and sustainable benefits to the communities where we live and work," said Hank Jasper, Millennium's general manager of development and construction. ♦

July 10, 2008



BRADLEY FEHR

Rod Paynter with the Tradeworks Training Society poses with a saw in the CORE training facility, which is located inside the Rona Vancouver 2010 Fabrication Shop.

Construction employment awaits many CORE graduates

Bradley Fehr
editor

A program based out of Vancouver's Downtown Eastside is getting people ready for a career in construction.

Tradeworks Training Society offers a number of construction-related training programs, but one in particular aims to get disadvantaged inner city residents onto the Vancouver Olympic Athletes Village worksite in about eight weeks.

The potential construction workers can kick start their career with the Tradeworks pre-employment program.

It is called CORE (Construction Orientation To Retain Employment) Stage 1, and they are taught life skills and labour market information as well as having the chance to brush up their math skills to help them cope when they enter the workforce.

"It's to get them ready for construction training," explained Rod Paynter, with Tradeworks.

"They can prove to themselves that they have what it takes."

After the two week program, the students enter the Vancouver Regional Construction Association's (VRCA) CORE basic construction training program, where they are taught the nuts and bolts of working in construction.

They learn basic first aid, how to frame and use other tools of the trade in a part of the fabrication shop for the upcoming Olympic Games.

They graduate with five different certificates and are ready to enter, or re-enter, the workforce.

So far, 28 individuals have completed the CORE program and 27 of those started work.

From that group, 13 are still employed.

Another group of eight are currently taking the training.

The grads are then found employment at the Millennium Water condominium development in Southeast False Creek, which is doubling as the Vancouver Athletes Village during the Olympics.

The developer, Millennium Southeast False Creek Properties Ltd. signed a community benefits agreement to provide a minimum of 100 construction jobs at the site for inner city residents through either of the main contractors, MetroCan Construction Ltd. or ITC, or any of the subtrades.

So far, 55 people have started work and 33 of those people are still at it.

Millennium also provided \$750,000 for a legacy fund for inner city training programs and support, and committed to buying \$15 million in goods and services from inner city businesses.

However, not all inner city residents go through the employment program as some directly enter the CORE basic training program and others are placed directly into jobs.

Another 28 individuals immediately found work and 20 of those are still there or were successful at the job.

Building Opportunities with Business (BOB) is co-ordinating the effort and has been interviewing people for each of the training programs and the direct job placements.

"There are lots of different positions," said Lani Johnson, with BOB.

She listed plumbing, formwork and rebar work as just a few of the available jobs.

Johnson said that they have even placed some workers directly into apprenticeships.

She said the CORE program is great because it touches on so many facets of construction.

"It gives them a feel of what they want to do when they get out of it," she said.

"For some of them, a little boost is all they need."

Those who complete the pre-employment program have a better success rate for completing the rest of the CORE program and landing, and more importantly, keeping a construction job, Paynter said.

The second pre-employment class is about to kick off and it will end shortly before the fourth edition of the CORE Stage 1 program starts.

In addition to running the CORE program, the VRCA is also providing a job coach to help individuals land their job and to provide support when they realize their employment.

"It's an exciting initiative," said Keith Sashaw, VRCA president. "We're happy to be providing a benefit to the community."

Tradeworks Training Society also runs other employment-related programs. It runs a youth carpentry program and a women's woodworking and joinery program.