

NO: R245

COUNCIL DATE: December 17, 2018

REGULAR COUNCIL

TO: **Mayor & Council**

DATE: **December 13, 2018**

FROM: **City Manager**

FILE: **o620-20**

SUBJECT: **Smart Cities Challenge Joint Application Update**

RECOMMENDATION

The City Manager recommends that Council:

1. Receive this report for information; and
2. Endorse staff to continue to proceed with the City of Surrey and City of Vancouver (“the Cities”) joint application of the Infrastructure Canada Smart Cities Challenge as described in this report.

INTENT

The purpose of this report is to provide an update to Council on the Cities’ joint application to the Infrastructure Canada Smart Cities Challenge in which we are a top 5 finalist for the \$50 million grand prize.

BACKGROUND

Last fall, the Government of Canada set forth a challenge to communities of all sizes, from coast to coast, to come forward with their best ideas to improve the lives of their residents through innovation, data and connected technology. Accordingly, Infrastructure Canada initiated its “Smart Cities Challenge”. This competition was open to all Canadian communities including municipalities, local or regional governments and Indigenous communities (First Nations, Métis and Inuit). Two or more of these organizations were permitted to submit a joint application.

The City of Surrey and City of Vancouver agreed to pursue a joint application for the Smart Cities Challenge to implement Canada’s first two collision-free multi-modal transportation corridors leveraging autonomous vehicles and smart technology. The rationale for doing so was due to the Cities being closely aligned in approach and philosophy toward building a Smart City as well as both Cities facing similar challenges, such as mobility, economic opportunity, environmental quality, etc. In this regard, it was determined that the region would benefit by both Cities working together on common solutions versus taking on this challenge separately and in competition with each other. “Communities working together” also reflects the essence and spirit of the Smart City Challenge.

A Memorandum of Understanding (“MOU”) between Surrey and Vancouver was created and a joint application was submitted to the Government of Canada Smart City Challenge on April 24, 2018. A copy of the MOU is attached as Appendix “I”.

Challenge Statement & Summary

The joint Surrey – Vancouver application has focused on Mobility, and Safety and Security. The application included the following challenge statement and summary:

Challenge Statement:

“Surrey and Vancouver will implement Canada’s first two collision-free multi-modal transportation corridors, leveraging autonomous vehicles and smart technologies to demonstrate the path to safer, healthier and more socially connected communities while reducing emissions, improving transportation efficiency and enhancing livability in the face of rapid growth and traffic congestion.”

Summary:

Surrey and Vancouver will implement Canada’s first two collision-free multi-modal transportation corridors, taking an ambitious step toward improving our residents’ quality of life by removing transportation safety risk, reducing greenhouse gas emissions, and increasing transportation efficiency. To achieve this, the two corridors will be equipped with smart mobility solutions related to the following categories and selected from incoming vendor proposals. As such, the Cities issued a Vendor Call for Innovation that closes at the end of 2018. The joint Proposal Evaluation Team from both Cities will evaluate the vendors once the proposals have been received.

Category	Examples
Autonomous Vehicles	Shuttles, AV charging/connectivity infrastructure, regulatory framework & standards.
Smart mobility infrastructure	Intelligent Transportation Systems (ITS), adaptive traffic signals & controls, advanced traffic cameras, smart crossings, smart parking, interactive kiosks, travel time information.
Advanced data and analytics	Data platforms, Analytics engine, Data visualization, Artificial Intelligence, machine learning, predictive modeling, open data portal, data privacy and sharing agreements.
Enhanced user experience	Multi-modal app, wayfinding, smart road signs, safe driver app, single payment, shared mobility, first & last mile choices.

The Surrey-Vancouver joint proposal is the result of an extensive, inclusive, and community-first engagement with our residents and a strong partnership between the Cities. Over the course of the past year, the Cities have worked effectively together towards developing a model that represents a bold step in transportation safety improvements.

DISCUSSION

Results

In total, 225 communities across Canada participated in the Smart Cities Challenge with 130 eligible applications received by Infrastructure Canada by the April 24, 2018 deadline.

On June 1, 2018 Infrastructure Canada announced the top 20 communities that advanced to the next phase of the competition including:

- Five communities in the 20,000 or under population category competing for the \$5 million grand prize;
- Ten communities in the 500,000 or under population category competing for the \$10 million grand prize; and
- Five communities in the 500,000 or higher population category competing for the \$50 million grand prize.

The Cities' joint application was selected as one of the top five finalists in the \$50 million prize category and advanced to the next phase of the competition. Each of the five short-listed finalists received \$250,000 from Infrastructure Canada that has been used towards the cost of developing their respective final submissions.

The Cities are in the process of composing the final application, which is to be submitted by March 5, 2019. It is anticipated that Infrastructure Canada will announce the winners of each category in the summer of 2019. The winners will be expected to implement their respective plans within two to five years.

The preparation of this application provides the Cities with the opportunity to design Surrey's University Drive Pilot and Innovation Boulevard Corridor and Vancouver's South False Creek Innovation Corridor. Together, these innovations have the potential to establish new global best practices in smart mobility technology and urban transportation planning.

The Surrey Corridor

Overview

Surrey City Centre is undergoing a bold transformation from a suburban town centre to a walkable, high density, and transit-oriented downtown. The improved safety resulting from a smart mobility transportation network, catalyzed by the Smart Cities Challenge, will accelerate this transformation.

The City of Surrey is implementing its collision-free corridor in two stages:

Stage 1: The one year University Drive Pilot will demonstrate technologies, and deploy automated shuttles in exclusive rights-of-way to allow time for changes in legislation that will permit on-road deployment of automated vehicles. During this period the Cities will provide ongoing communication of the benefits and lessons learned of this project to the public.

Stage 2: The Innovation Boulevard Corridor will follow the University Drive Pilot and feature full deployment of smart city technology, infrastructure, and strategies, incorporating the learnings from the Pilot.

The two-stage approach provides the opportunity for the application to demonstrate the “replicability and scalability” of the proposed projects to other cities, which is a key requirement under the Infrastructure Canada Smart Cities Challenge criteria. This approach also provides technology providers the opportunity to demonstrate how smart mobility technology can be incorporated into a city’s developing infrastructure.

Due to planned development in Surrey City Centre, roadway infrastructure, energy distribution, and fibre optic networks are being significantly upgraded to transform these areas from their current focus on single family residential use to a new focus on high density, high technology, and high efficiency. These areas will be further transformed in the next five years with the expansion of Skytrain.

Appendix “II” illustrates the University Drive Pilot and Innovation Boulevard Corridor areas.

University Drive Pilot

Location and notable features

The University Drive Pilot area will include a 1.2-kilometer dedicated autonomous vehicle demonstration route in the heart of Surrey City Centre, linking Surrey Central SkyTrain Station with Gateway SkyTrain Station, as illustrated in Appendix “III”. This area is embedded in one of the region’s largest infill areas, involving the transformation of a collection of strip-oriented retail stores and single detached homes into an area of high-density residential towers and a concentration of educational centres and supporting services. Significant development is expected to occur adjacent to this area over the next five years.

University Drive’s south terminus is anchored by Simon Fraser University’s Surrey campus and a new Sustainable Energy Environmental Engineering Centre, as well as Kwantlen Polytechnic University’s new campus in Civic Plaza. In addition to post-secondary institutions, the route also includes several important regional destinations including:

- Central City Mall, the Fraser Health Authority headquarters, and a 560,000 square foot commercial office complex;
- City Hall, City Centre Library, and Civic Plaza; and
- A regional multi-modal transportation hub that includes Surrey Central SkyTrain Station, car-share sites, a dedicated Fraser Health employee shuttle, the region’s second busiest bus exchange, and areas with high pedestrian volume.

Pilot objectives

The University Drive Pilot has the following target outcomes:

- Capitalize on opportunities to pilot enhanced safety technologies;
- Familiarize City operations with autonomous vehicle technology;
- Engage the community, seek stakeholder feedback, and address concerns;

- Pilot Community Employee Benefit (CEB) partnerships;
- Deploy baseline measurement technology;
- Resolve autonomous vehicle interaction crossing several intersections;
- Co-ordinate schedules of autonomous vehicle deployment with multiple capital works and roadway projects; and
- Adapt Innovation Boulevard deployment plans based on operational experience.

Innovation Boulevard Corridor

Locations and notable features

The Innovation Boulevard corridor, as illustrated in Appendix “IV”, is also the focus of intense redevelopment, as it is transforming from a mid-20th century residential area with single detached homes to a high-density health technologies innovation precinct. There is significant development expected for this area in the next five years.

Surrey’s Innovation Boulevard Corridor will be developed along a 4.5-kilometer route comprised of a mix of local and collector streets along with high volume arterials. Important features along the Innovation Boulevard Corridor route include:

- Surrey Memorial Hospital, the second largest hospital in B.C. and site of the Province’s busiest emergency department;
- Jim Pattison Outpatient Surgery Centre, a \$237 million facility that includes over 50 clinics and services;
- 10 additional Fraser Health Authority facilities; and
- RCMP E-division, the Provincial headquarters of the RCMP.

Corridor objectives

Smart mobility technology in the corridor will achieve several outcomes in addition to eliminating collisions. For instance, autonomous shuttles will:

- Provide critical first and last-mile transportation between King George SkyTrain Station and prominent employment and health care centres; and
- Provide connectivity between Innovation Boulevard, a major health and technology cluster, and E-Division, the RCMP Provincial head office.

The Innovation Boulevard Corridor has the following target outcomes:

- Improved safety;
- Increased availability of mobility options;
- Reduced emissions;
- Increased accessibility;
- Healthier communities;
- More socially connected communities;
- Higher people-moving capacity (improved transportation efficiency); and
- Enhanced travel experience.

The Vancouver South False Creek Innovation Corridor

Overview

Vancouver’s collision-free South False Creek Innovation Corridor will employ information and communication technologies that ensure the safe movement of people using various modes of transportation on three routes in one of the City’s busiest and most scenic areas. Autonomous shuttles will be a central feature in the collection of smart mobility technologies that make up the corridor. These will serve as a pilot for wider-scale deployment of the technology throughout the region as a ‘first-mile/last-mile’ transit-supporting solution and accelerate Vancouver’s transportation system’s advance toward electrification and enhanced safety. Appendix “V” illustrates the Vancouver South False Creek Innovation Corridor area.

Recent Milestones and Next Steps

As reflected below, several important milestones have been achieved since the Cities’ joint application was selected as a top 5 finalist.

Activity	Completed
Complete Corridor Designs	September 2018
Issue Vendor Call for Innovation	September 2018
Host Vendor Information Session	October 2018
Hire Program Director to assist with Final Application	November 2018
Hire Owner’s Engineers as Subject Matter Experts	November 2018

Over the course of the next four months, the Cities will be devoting their respective staff resources to complete the activities reflected below.

Activity	Proposed Completion
Complete Vendor Evaluation and Secure Strategic Partnerships	January 2019
Host Smart Cities Challenge Event in Surrey Civic Plaza to encourage community engagement	Early February 2019
Submit Final Joint Application	March 5, 2019
Infrastructure Canada announcement of winners of each category	Summer 2019
Implementation period (winners)	2019 - 2023

Staff will apprise Council once our final application has been submitted.

SUSTAINABILITY CONSIDERATIONS

The Smart Cities joint application will assist in achieving the goals of the City’s Sustainability Charter 2.0. The joint application relates to the Sustainability Charter themes of Infrastructure and Health and Wellness. Specifically, the joint application supports the following Desired Outcomes (“DO”) and Strategic Directions (“SD”):

- Infrastructure DO 11: An integrated and multi-modal transportation network offers affordable, convenient, accessible and safe transportation choices within the community and to regional destinations;

- Infrastructure DO 12: Surrey residents of all ages and abilities have access to active transportation options, enabling them to participate fully in society without the use of a private automobile;
- Infrastructure SD 2: Develop and manage our assets to adapt to technological change;
- Infrastructure SD 5: Work collaboratively with diverse stakeholders to lower greenhouse gases and to improve air quality.
- Health and Wellness DO 8: Residents feel a sense of belonging and connectedness, and have opportunities for social interaction in their neighbourhoods and community;
- Health and Wellness DO 9: Pedestrian and cycling infrastructure promotes walking and cycling for travel to work, school, services and recreation.

CONCLUSION

The City Manager recommends that Council:

- Receive this report for information; and
- Authorize staff to proceed with the City of Surrey and City of Vancouver (“the Cities”) joint application of the Infrastructure Canada Smart Cities Challenge as described in this report.

Vincent Lalonde, P.Eng.
City Manager

SS/GS/RAC;jhs

Appendix “I” MOU between City of Surrey and City of Vancouver

Appendix “II” University Drive Pilot and Innovation Boulevard Corridor areas

Appendix “III” University Drive Pilot area

Appendix “IV” Innovation Boulevard Corridor area

Appendix “V” Vancouver South False Creek Innovation Corridor

MEMORANDUM OF UNDERSTANDING

Between
The City of Surrey and the City of Vancouver

To Collaborate on an Application for the Smart City Challenge

Date: December 8, 2017

Cities across Canada, and around the world, are embracing new innovative approaches to improve the quality of life for their residents. Many are leading a transition towards becoming 'Smart Cities', leveraging Data and Connected Technologies to dramatically improve economic, social and environmental outcomes.

The City of Surrey ("Surrey") and the City of Vancouver ("Vancouver" and collectively with Surrey, the "Parties") have both led pioneering efforts that have already realized progressive results, contributing to our communities being healthier, more inclusive and liveable.

The Infrastructure Canada Smart City Challenge is a unique opportunity to catalyze individual efforts and bring together diverse perspectives from community leaders and city builders, governments, corporations, entrepreneurs and academic innovators to achieve a real and positive impact to common issues.

This Memorandum of Understanding ("MOU") between Vancouver and Surrey is created for the purpose of exploring a collaborative relationship and plan to accelerate a common smart city approach amongst participants. In particular, the Parties intend to work jointly to submit a joint application to the Infrastructure Canada Smart City Challenge in accordance with the principles, terms and conditions set out herein.

By adopting a common smart cities approach, the Parties seek to achieve meaningful outcomes for residents by leveraging the fundamental benefits that data and connected technology have to offer:

Openness: When communities make their data truly accessible, usable and barrier-free, their decision-making processes become transparent, empowering citizens and strengthening the relationship between residents and public organizations.

Integration: Data and connected technology empower communities to break down silos that exist within and between local governments, public organizations, private industries and citizens.

Transferability: When tools and technological approaches are open-source, transparent and standardized, they can be used by communities across the country, no matter their size or capacity.

Collaboration: Connected technology enables communities to bring traditional and non-traditional partners together to collaborate.

1. Intent

It is the understanding of the Parties that the intention of entering into this MOU is to collaborate on the Infrastructure Canada Smart City Challenge Program (the "Smart City Challenge"). The respective common smart city approach set out herein will be validated, improved or expanded upon in terms of strategies and executable plans as a result of the activities contemplated under this MOU.

2. Principles

The Parties agree that their collaboration on the Smart Cities Challenge will be guided by the following principles:

Transparency: the Parties are committed to being open and transparent about the 'who, what, where, when and why' for any data or information being collected and used.

Outcomes Focus: The Parties will work collaboratively to identify the most compelling, meaningful outcomes and set measurable and ambitious milestones to achieve them.

Experimentation: Collaboration will also encourage participants to try new approaches, evaluate progress as they go, and make course corrections as needed.

Diversity & Inclusiveness: The Parties are committed to strive for outcomes that benefit all communities equally.

Empowerment: The fundamental benefits that are generated from smart city projects will seek to enable new directions and opportunities for communities and residents.

Knowledge-Sharing: The knowledge and ideas created from the common approach will be shared beyond participants and the Parties, so that communities across the Region and country can benefit.

3. Decision Making

The Parties agree that, unless and until this collaboration is terminated in accordance with Section 13(c), all material decisions regarding the Parties involvement in the Smart City Challenge will require the approval of both Parties.

Notwithstanding the foregoing, the Parties acknowledge that the implementation of proposed solutions to the Smart City Challenge during Phase 3 may involve the deployment of such solutions in a different context and with different existing infrastructure and technologies in each respective city. As such, if the deployment of any solution in the respective cities requires the use of different technologies or deployment or implementation methods or processes, each Party may make decisions without the approval of the other Party to account for such differences with respect to implementation of solutions that are solely within their respective jurisdictions, provided that such decisions are generally consistent with the terms and principles set out herein and that available resources are divided equally between the Parties.

4. Funding and Resources

The Parties agree:

- (a) to, in good faith, make commercially reasonable efforts to devote appropriate and timely staff resources towards the Smart City Challenge (the "Project Team");
- (b) to make available up to \$75,000 each for expenses required in relation with the development of the Parties' initial joint application for the Smart City Challenge (the "Joint Application");
- (c) to jointly agree to any further funding required in relation to the Smart City Challenge, in which case the Parties will work together to create and jointly approve a budget in relation to such funds.

5. Prize

The Parties agree that any prize money awarded by the Smart Cities Challenge in response to the Parties' joint application will be distributed equally (i.e. 50/50) between the Parties, having consideration for the allocation of funds that each Party will contribute to joint, synergistic initiatives.

6. Timeline and Phases

The Parties expect their collaboration in the Smart City Challenge to include the following three phases occurring over the indicated timelines:

Phase 1 – Initial Application	Up to April 24, 2018
Phase 2 – Full Application	Summer – Winter 2018
Phase 3 – Implementation/Execution	Spring 2019 forward

The Parties and their respective Project Teams will work together in good faith to follow a timeline that will enable the Parties to reach the April 24, 2018 deadline for submission of the Joint Application for the Smart City Challenge.

7. Roles and Responsibilities

The Parties expect that the following activities will be required during Phase 1 – Initial Application in order to support the development and submission of the Joint Application by the required deadline. The Parties will work together and will devote such staff resources as may be required in order to complete the following activities in a timely and efficient manner:

- Initial engagement of stakeholders in advance of the Partner Plan and Engagement Strategy;

- Development of a plan to identify, accept and on-board partners (the types of which are further described in Section 9) (the "Partner Plan");
- Development of a strategy for engaging various types of stakeholders throughout Phase I (the "Engagement Strategy")
- Determining/defining the Challenge Statement;
- Determining/defining measurable and quantifiable outcome for the project; and
- Determining the high-level competition theme.

The Parties will agree on the specific tasks requires for Phases 2 and 3 in due course.

8. Public Communications

Staff from both Parties agree to cooperate on all public communications, media events and/or press releases relating to the Smart City Challenge and the Parties' joint application. At no time will joint communication materials relating to the Smart City Challenge be released by staff from either Party without the written approval of both Parties.

9. Partners

The Parties acknowledge that the Joint Application will require partnering with a wide variety of entities in different capacities to successfully meet the objectives set out herein, including partners from industry, non-profits, academia, public interest groups, members of the public and governments, including First Nations. The Parties expect to form the following types of relationships:

"External Implementation Partners" – Entities that provide services (other than solely advice), in-kind resources, funds or equity contributions. Entities that fall within this category may be either: (i) vendors providing goods or service in exchange for payment ("Service Providers"); or (ii) entities providing an equity contribution, whether cash or in-kind, where there is an expectation of return and exposure to risk ("Equity Contributor").

"Advisors" – Entities and individuals that provide advice to the Parties in relation to the Smart City Challenge.

"Interested Parties" – Entities and individuals that will be kept informed as to the Parties' collaborative efforts and may be engaged from time to time to provide input or feedback as required.

The Parties must jointly agree on the involvement of all External Implementation Partners and Advisors. Prior to the establishment of any Implementation Vehicle in accordance with Section 10, if any, the Parties will enter into any required contracts with Service Providers and Advisors jointly on the basis of joint and several liability. If an Implementation Vehicle is established, the resulting entity will assume any existing contracts from the Parties and will be the contracting entity for all subsequently required contracts.

The Parties agree that all local governments (which, for greater clarity, can only participate as Interested Parties) will be required to sign a waiver of their right to submit an independent application to the Smart City Challenge, whether of their own accord or jointly with any other party, or otherwise participate in the application of any other applicant. External Implementation Partners and Advisors will be required to establish an internal mechanism, satisfactory to both Parties, that prevents sharing of information about the Parties' application with other applicants that participate in the Smart Cities Challenge.

The Parties acknowledge that, notwithstanding Section 3, Equity Contributors may require involvement in decision making and, in such case, both Parties must agree to any changes in project governance. If both Parties do not so agree, Equity Contributors will be permitted to provide advice and support, but will not have any decision-making power.

Parties agree that selecting partners, including the processes under which they are selected, will be done with a view to advancing the principles set out in Section 2.

10. Implementation Vehicle

The Parties agree to explore the possibility of creating a special purpose vehicle for the purpose of executing some of all of the proposed solutions developed for the Smart City Challenge (the "Implementation Vehicle"). If the Parties agree to create an Implementation Vehicle, the Parties shall jointly agree on the form of entity, governance, capitalization, scope of authority, resources and inclusion of any Equity Contributors, including the degree to which any such Equity Contributors will have a role in the decision making and governance of the entity.

11. MOU Subject to City Policies and Council Approval

The Parties acknowledge that their respective decision making related to the Smart City Challenge is subject to each Party's internal policies and procedures and, where applicable, the approval of each Party's City Council.

12. Council Updates

Each Party will update their respective City Council as needed regarding activities related to this MOU and the Smart City Challenge.

13. General Terms and Conditions

(a) Intellectual Property

- (i)** For the purposes of this Section 13(a), "Intellectual Property Rights" shall mean any and all proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing.

- (ii) The Parties agree that any Intellectual Property Rights that arise in relation to their participation in the Smart City Challenge shall be jointly owned or, when such Intellectual Property Rights are retained by third parties partners, is licensed to each Party on equal terms and conditions, and the Parties undertakes to execute all documents, make all applications, give all assistance and do all acts and things as may, in the reasonable opinion of either Party, be necessary or desirable give effect to the foregoing.

(b) Confidentiality

- (i) Notwithstanding the principle of transparency underlying the Parties collaboration on the Smart City Challenge as set out above, the Parties acknowledge that certain information related to their participation in the Smart City Challenge may need to be kept confidential. If either Party requires any disclosed information to be kept confidential, the disclosing Party (the "Disclosing Party") shall indicate in writing to the other Party (the "Receiving Party") that such information is "confidential" (the "Confidential Information").
- (ii) Excluded from the definition of Confidential Information is:
 - (A) information which is in, or becomes part of, the public domain, not due to the Receiving Party's breach of this Agreement or the Receiving Party's actions;
 - (B) information which was previously in the Receiving Party's possession and did not originate from the City; and
 - (C) information which lawfully becomes available to the Receiving Party from a third party not under an obligation of confidence to the City regarding such information.
- (iii) The Party receiving information marked as "confidential" (the "Receiving Party") will not, without the prior written consent of the Disclosing Party, given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information for purposes related to the Smart City Challenge and who have been advised of its confidential nature. The Receiving Party will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

(iv) If the Receiving Party is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Receiving Party shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Receiving Party will promptly notify the Disclosing Party in writing of the existence and the terms, and conditions of the required disclosure and, at the Disclosing Party's request and expense, cooperate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.

(c) **Termination**

Either Party may terminate this MOU and its participation in the Smart City Challenge collaboration contemplated herein by providing written notice to the other Party. Upon such termination, the Parties shall work together to ensure:

- (i) all joint and common assets of the Parties related to the Smart City Challenge are divided equal between the Parties; and
- (ii) all existing contracts entered into jointly by the Parties are either terminated, or assigned solely to one of the Parties in a fair and equitable manner.

(d) **Non-Binding**

With the exception of Section 13, which the Parties agree shall be legally binding, the Parties do not intend this MOU to be legally-binding and acknowledge that any one or more of the commitments or initiatives described in this MOU may require further negotiation and documentation in one or more legally-binding written agreements.

(e) **Compliance with Law**

The Parties shall each comply with all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Parties and the activities contemplated herein, all as may be in force from time to time.

(f) **Governing Law**

To the extent certain provisions of this MOU are legally binding, this MOU shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties now irrevocably agree that the courts of the Province of British Columbia shall have exclusive jurisdiction in all matters arising out of or in any way relating to this MOU.

(g) Notices

Any notice, consent, request, demand or other communication (hereinafter a "Notice") that may or is required to be given pursuant to this letter will be in writing and will be delivered, or sent by facsimile or other form of electronic communication, in the case of:

i. Surrey, addressed as follows:

City of Surrey
13450 – 104th Avenue
Surrey, BC V3T 1V8 Attention: Sean Simpson, Director IT, Corporate Services
Fax: _____

With a copy to:

City of Surrey
City Solicitor
13450 – 104th Avenue
Surrey, BC V3T 1V8

ii. Attention: Craig MacFarlane, City Solicitor
Fax: (604) 599-1613, and
Email: cmacfarlane@surrey.ca

iii. Vancouver, addressed as follows:

City of Vancouver
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: Jessie Adcock, Chief Technology Officer
Fax: _____

With a copy to:

City of Vancouver
Director of Legal Services
453 West 12th Avenue
Vancouver, BC V5Y 1V4


Attention: Francie Connell, Director of Legal Services
Fax: (604) 873-7445, and
Email: francie.connell@vancouver.ca

Any Notice will be effective as of the date of delivery if delivered during the recipient's normal business hours; otherwise a notice shall be effective on the next following business day.

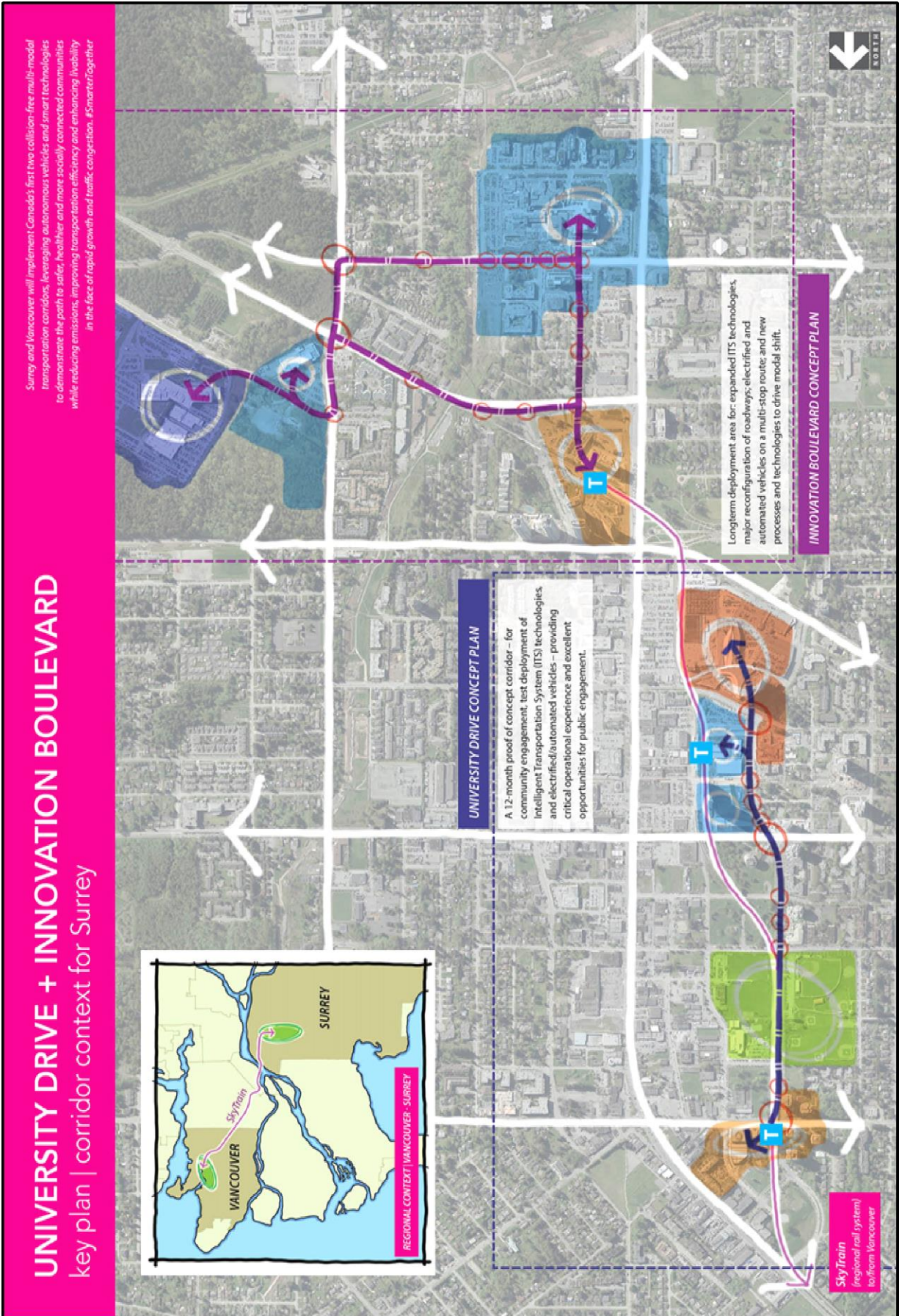
City of Surrey

By: 
Name: VINCENT LALONDE, P. ENG.
Title: CITY MANAGER

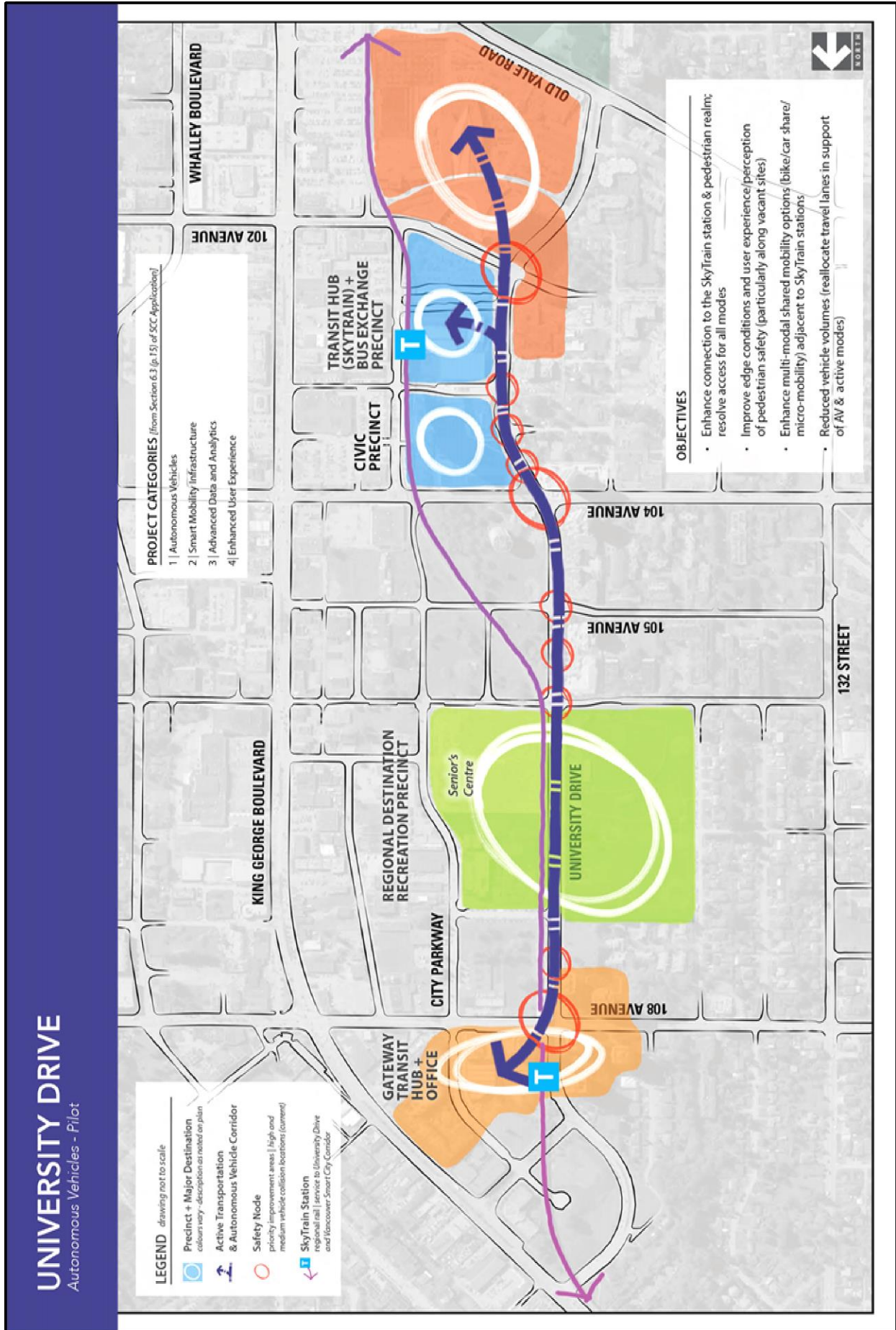
City of Vancouver

By: 
Name: Sadhu Afochs Johnston
Title: City Manager

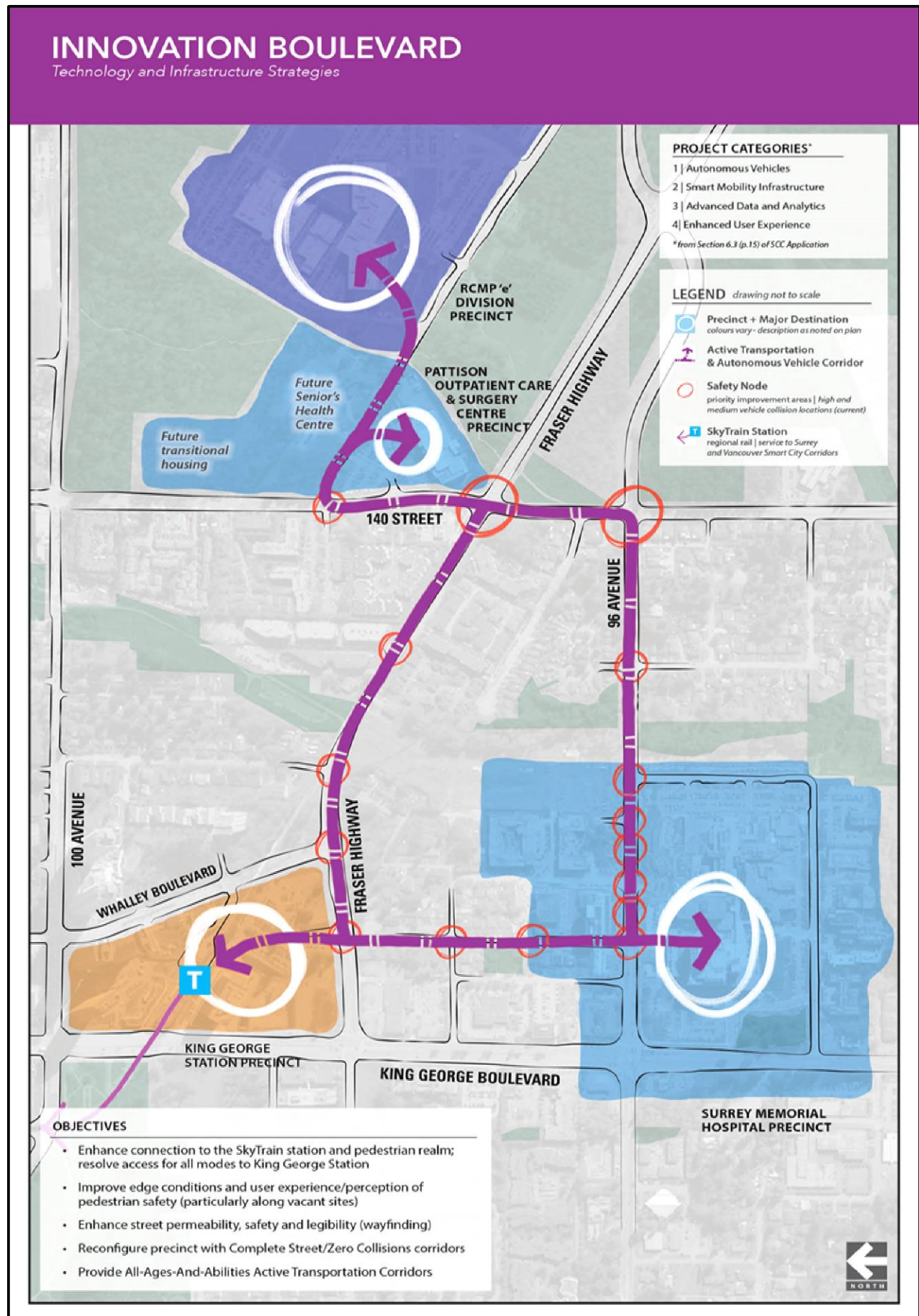
University Drive Pilot and Innovation Boulevard Corridor Areas



University Drive Pilot Area



Innovation Boulevard Corridor Area



Vancouver South False Creek Innovation Corridor

