

REPORT

Report Date: November 12, 2019
Contact: Mary Clare Zak
Contact No.: 604.871.6643

RTS No.: 13429 VanRIMS No.: 08-2000-25

Meeting Date: December 10, 2019

Submit comments to Council

TO: Vancouver City Council

FROM: General Manager of Arts, Culture and Community Services in consultation

with the General Manager of Real Estate and Facilities Management

SUBJECT: Licensed Childcare Centres at Gastown Parkades and Pearson Dogwood –

Appointment of Operators, Lease Approvals, and Approval of Grants

Sublease Renewal for Shaw Tower Children's Centre

Approval of Social Policy Grants

RECOMMENDATION

- A. THAT Council appoint the following non-profit organizations to be the operators for new licensed group childcare centres:
 - a. The YMCA of Greater Vancouver ("YMCA") to be the non-profit operator of the Gastown Parkades, a licensed group childcare site comprising two centres to be co-located with existing adjoined City-owned parkades located at 150 Water Street and 151 West Cordova Street, legally described as: PID 025-244-761; Lot J, Block 5, Old Granville Townsite Plan LMP52319; and, PID 025-452-045; Lot K, Block 5, Old Granville Townsite Plan BCP203, respectively; and
 - b. Vancouver Society of Children's Centres ("VSOCC") to be the non-profit operator of a new licensed group childcare centre at Pearson Dogwood to be located within a separate air space parcel at 698 West 57th Avenue, currently legally described as: PID 030-587-875; Lot C, District Lot 526, Group 1, New Westminster District, Plan EPP86464 (pre-subdivision).
- B. THAT Council authorize the Director of Real Estate Services to negotiate and execute the following lease agreements for the two new licensed childcare centres with the non-profit operators recommended in Recommendation A:

- a. Lease with YMCA as the tenant and childcare operator for Gastown Parkades:
- b. Lease with VSOCC as the tenant and childcare operator for Pearson Dogwood;

on the following basic terms, and upon such other terms and conditions satisfactory to the Director of Real Estate Services, the Director of Legal Services, and the Managing Director of Social Policy and Projects:

<u>Term and Renewals</u>: Five (5) years with two (2) options to renew, each for a further five (5) years (fifteen (15) years total term).

Each renewal option is conditional upon the City being satisfied that YMCA and VSOCC have the capacity to operate, maintain and program the respective licensed childcare centres in accordance with the lease terms and the public service requirements for the duration of the renewal term contemplated.

<u>Total Rent</u>: Ten dollars (\$10.00) for each term or renewal term, inclusive of payment in lieu of property taxes, payable in advance.

<u>Form of Lease</u>: For Gastown Parkades, the lease to YMCA is to be based on the City's Precedent Childcare Lease (General) as provided in the RFEOI described in the body of this report. For Pearson Dogwood, the lease to VSOCC is to be based on the City's Precedent Childcare Lease (VSOCC).

For both sites, the rent under the leases will be below the applicable market rate and include rent-in-lieu of property taxes. Therefore, Recommendations Ba and Bb constitute grants valued at the estimated amounts listed below, based on the first year of each term;

- c. Lease with YMCA for Gastown Parkades constitutes a grant valued at approximately \$191,200 per annum; and
- d. Lease with VSOCC for Pearson Dogwood constitutes a grant valued at approximately \$191,700 per annum.
- C. THAT Council approve the following one-time grants for operational start-up costs of the licensed childcare facilities, to be disbursed over two years:
 - a. Up to \$148,000 to YMCA for Gastown Parkades; and
 - b. Up to \$138,000 to VSOCC for Pearson Dogwood;

Source of funds: Funding for the start-up grants will be considered as part of the annual budget process;

FURTHER THAT no legal rights or obligations will arise or be created by Council's adoption of Recommendations B or C unless and until all legal documentation has been executed and delivered by the respective parties.

D. THAT Council authorize the Director of Real Estate Services to negotiate and execute the renewal of a sublease with VSOCC as the licensed non-profit operator and subtenant for Shaw Tower Children's Centre with a civic address of #505 - 1067 West Cordova Street, legally described as: PID 025-196-081; Lot 2 Except: Air Space Plan BCP14488 of the Public Harbour of the Burrard Inlet, New Westminster District, Plan LMP51876, on the following basic terms, and upon such other terms and conditions to the satisfaction of the General Manager of Real Estate and Facilities Management, the General Manager of Arts, Culture and Community Services and the Director of Legal Services:

<u>Term and Renewals</u>: Five (5) years with two (2) options to renew, each for a further five (5) years (fifteen (15) years total term).

Each renewal option is conditional upon the City being satisfied that VSOCC has the capacity to operate, maintain and program the licensed childcare centre in accordance with the lease terms and the public service requirements for the duration of the renewal term contemplated.

<u>Total Rent</u>: Ten dollars (\$10.00) for each term or renewal term, payable in advance. Property taxes attributable to the premises, if any, shall be payable by the subtenant.

<u>Form of Lease</u>: The sublease is to be based on the City's Precedent Childcare Lease (VSOCC).

As the rent under the sublease for Shaw Tower Children's Centre will be below the applicable market rate, Recommendation D constitutes a grant valued at approximately \$139,500 per annum, based on the first year of the term;

FURTHER THAT no legal rights or obligations will arise or be created by Council's adoption of Recommendation D unless and until all legal documentation has been executed and delivered by the respective parties.

- E. THAT Council approved a Social Policy grant, totalling \$22,500, to Family Services of Greater Vancouver. Source of funding is the 2019 Social Policy Grants Operating Budget.
- F. THAT Council approve a one-time Edgewater Social Responsibility Fund (SRF) grant of \$40,000 to Collingwood Neighbourhood House Society to support the Living in Community Program. Source of funding is Edgewater Casino Social Responsibility Reserve.
- G. THAT Council approve a one-time Childcare Program Stabilization grant of \$14,850 to the Aboriginal Mother Centre Society. Source of funding is the 2019 Social Policy Grants Operating budget Childcare.

H. THAT Council authorize the General Manager, Arts, Culture and Community Services to negotiate and execute agreements to disperse the grants described in Recommendations C, E, F and G on the terms and conditions set out herein or such other terms and conditions as are satisfactory to the General Manager, Arts, Culture and Community Services and Director of Legal Services;

FURTHER THAT no legal rights or obligations will arise or be created by Council's adoption of Recommendations E, F and G unless and until all legal documentation has been executed and delivered by the respective parties.

Recommendations B, C, D, E, F, G and H authorize grants which require 8 affirmative votes of Council.

REPORT SUMMARY

This report recommends the following non-profit organizations to operate two new licensed Vancouver childcare centres:

- YMCA to operate Gastown Parkades
- VSOCC to operate Pearson Dogwood

This requires Council authority to enter into nominal leases for each new licensed childcare facility. The approval of these leases constitute grants, as the rents charged are below applicable market rate and include rent-in-lieu of property taxes. Amounts of the grants and terms of the leases and grants are discussed in the body of the report.

This report also seeks Council approval to allocate grants up to \$286,000 total to assist the recommended operators with the opening and operating costs of the two new licensed childcare centres.

As well, this report recommends that Council authorize staff to renew a nominal sublease for the Shaw Tower Children's Centre, which is licensed for 37 spaces, at #505 – 1067 West Cordova Street with VSOCC as subtenant on the terms set out in this report.

Finally, this report recommends Council approval to provide Social Policy grants to Family Services of Greater Vancouver in the amount of \$22,500, to Collingwood Neighbourhood House Society for \$40,000, and to the Aboriginal Mother Centre Society for \$14,850, as described in the body of this report.

COUNCIL AUTHORITY/PREVIOUS DECISIONS

On April 3, 2019, Council approved an increase to the capital budget for the Gastown Parkades located at 150 Water Street and 151 West Cordova Street, from \$12.3 million to \$17.03 million, and approve entering into a contract with Heatherbrae Builders Co. Ltd. for the construction of the licensed centre. (RTS 13010)

On July 25, 2017, Council approved the CD-1 Rezoning for 500-650 West 57th Avenue, which included a fully fit, furnished, and equipped 69-space licensed childcare facility, with these facilities to be transferred to the City (Pearson Dogwood childcare). Council enacted By-law No. 12105, CD-1 (696) on May 15, 2018.

On July 8, 2015, Council adopted the Healthy City Strategy, including Goal #1: "A Good Start," with an aim to provide children with the best opportunities for a healthy life, including childcare as a cornerstone of healthy early child development.

On December 16, 2014, Council passed a motion to renew its commitment to childcare, along with a target to facilitate the creation of 1,000 new licensed childcare spaces between 2015 and 2018.

On July 20, 2004, as part of the rezoning conditions for the Plaza of Nations, Council accepted a public benefit offering from Edgewater Casino, including a donation of \$200,000 annually, towards the Social Responsibility Fund. Under the terms of the agreement, with the opening of the new casino in 2017, the annual contribution to the Social Responsibility Fund increased to \$300,000.00 plus GST. Council approved funding guidelines for the SRF in February 2008.

On May 18, 2004, Council approved entering into a sublease with VSOCC for the Shaw Tower Children's Centre at #505 – 1067 West Cordova Street, with the sublease to expire on November 21, 2019. (RTS 04066)

On October 23, 1990, Council approved the Civic Child Care Strategy in 1990 with goals that included supporting the quality, accessibility and affordability of Vancouver's childcare services.

City of Vancouver Standing Authority allows the General Manager of Real Estate and Facilities Management or the Director of Finance to approve the material terms of leases where the total rental value is less than \$750,000 for terms (including renewal options) of no more than 10 years. Leases of longer terms or of higher value such as those recommended in this report require Council approval.

Leases and subleases that are provided at less than market rent are considered equivalent to a grant to the non-profit societies and therefore Recommendations B, C, D, E, F and G require a 2/3 affirmative vote of Council as per Section 206 (1) of the Vancouver Charter.

GENERAL MANAGER'S COMMENTS

The General Managers of Arts, Culture and Community Services and Real Estate and Facilities Management recommend approval of the foregoing.

REPORT

Background/Context

Childcare:

While recognizing that the mandate for childcare provision rests with senior governments, the City of Vancouver values the importance of affordable, available and quality childcare to the social and economic sustainability of Vancouver's families and neighbourhoods. To this end, the City uses its municipal tools, including nominal leases, to facilitate the creation and on-going support of licensed, non-profit childcare.

Currently, there is a shortfall of approximately 17,000 licensed childcare spaces for children ages 0-12 in Vancouver. In the previous capital plan, the City set out a target to create 1,000 licensed spaces, which it exceeded. In the 2019-2022 Capital Plan, the City has committed to creating an additional 1,000 licensed spaces, and so far has approved approximately 200 licensed spaces.

Most recently, the City signed its first ever agreement with the provincial government that has committed the Provincial Government to provide \$33 million through a partnership whose objective is to create an additional 1300 licensed childcare spaces in Vancouver over the next three years. Together, the City and provincial government funding will create 2300 new licensed spaces for children under the age of five as well as spaces for school-age children.

The two new childcare centres are located in Downtown and Marpole and will serve families living and working in these neighbourhoods, as well as the broader public. The new childcare in Gastown Parkades will serve children ages 0-5, and the percentage of childcare needs met for this age group in the Downtown local area is 60%. Pearson Dogwood will serve children 0-5 with the potential to also serve school-age children using the flex space. For children ages 0-12, childcare needs met in the Marpole neighbourhood is 59%.

Social Policy Grants:

Social policy grants are key mechanisms for supporting the goals of the City's overarching social sustainability plan, the *Healthy City Strategy*. The grant programs are administered in the context of a city with acute and persistent inequities across the social determinants of health, factors that profoundly impact people's mental, physical and emotional health and well-being.

Social policy grants provide funding to eligible non-profit organizations that work toward a more sustainable city by: providing direct services to people in need; by providing resources for people in equity-seeking groups; and, by enabling upstream, systems-changing work to address social inequities. While the majority of the 2019 grants were distributed earlier in the year through scheduled public grant calls, subject to budget availability, grants may be recommended by staff to respond to emergent/urgent priority needs outside the regular granting cycles.

Table 1: Summary of Social Policy Grant Recommendations

AGENCY	2019	2019 PROGRAM NAME PRO	
	RECOMMEND*		
Family Services of Greater Vancouver	\$22,500	Decolonization and Indigenization in the Social Services Sector	Partner organizations will explore how to fundamentally change the ways in which they work with Indigenous people and individuals from equity seeking groups.
Collingwood Neighbourhood House Society	\$40,000	Living in Community (LIC)	Provide LIC with additional one-time financial support to stabilize and develop sustainability plans for its work on behalf of the highly stigmatized and marginalized sex worker community.
Aboriginal Mother Centre Society	\$14,850	Childcare Program Stabilization	One-time financial assistance to address staffing challenges and to further enable a high-quality and culturally appropriate Early Learning and Care environment for Indigenous and non-Indigenous children.

Strategic Analysis

CHILDCARE OPERATOR RECOMMENDATIONS

A Request for Expression of Interest ("RFEOI") process was conducted in the Fall of 2019 to select operators for Gastown Parkades and Pearson Dogwood sites. An evaluation team comprised of staff from Social Policy, Finance, Real Estate and Facilities Management, and an external consultant with expertise on childcare programming and operations, reviewed all applications, and determined that the following organizations fulfilled the requirements and demonstrated that they have the organizational, administrative, and financial capacity to establish and operate new facilities. The quality of their current programming was excellent, as was their proposed operations at the new facilities. Based on the reviews, staff recommend that the following organizations be appointed as operators for the Gastown Parkades and Pearson Dogwood sites.

YMCA recommended to operate Gastown Parkades – Two childcare facilities, each with 37 licensed spaces

The Gastown Parkades childcare centre is an innovative project, using the rooftops of two underutilized, City-owned parkades. Upon completion of construction, scheduled for summer 2020, the two childcare facilities will have a combined total of approximately 930 sq. m (10,010 sq. ft., gross) of dedicated indoor space (each 465 sq. m / 5,005 sq. ft.), and a combined total of approximately 1,100 m² (11,840 sq. ft., gross) of adjacent dedicated outdoor space (540 sq. m / 5,812 sq. ft. for 150 Water St; 560 sq. m / 6,028 sq. ft. for 151 W Cordova St).

The YMCA is a registered, non-profit, multi-service organization that offers a wide range of services throughout Greater Vancouver. Childcare represents a significant portion of the overall services provided by the YMCA and is a key strategic priority for the organization. Since the YMCA first entered into the childcare sector in 1973, their operations have steadily grown to have 13 licensed early childhood centres and an additional 21 school age programs, serving over 1,200 children in Vancouver alone.

The YMCA is the operator at the City-owned licensed childcare at Woodward's and has developed a very successful program based on their understanding of the needs of the families accessing their centre, and of the local community. They have extensive partnerships and relationships with various organizations in the area, and will be able to replicate and further build on their successful Woodward's program at the neighbouring Gastown Parkades.

VSOCC recommended to operate Pearson Dogwood childcare with 69 licensed spaces

The new childcare facility will be located on the 2nd floor of a new mixed-use building on the Pearson Dogwood site, contained within an air space parcel to be transferred to the City upon completion of construction. Other uses in the building will include Vancouver Coastal Health community health centre, supportive housing units, therapy pool for Pearson Dogwood residents, market units, and retail.

Upon completion of construction, planned for fall 2022, the childcare facility will have approximately 932 sq. m (10,035 sq. ft., gross) of dedicated indoor space and approximately 783 sq. m (8,430 sq. ft.) of adjacent dedicated outdoor space.

VSOCC is the largest single-purpose organization providing licensed, non-profit childcare and related family programs in the City of Vancouver. The society was created in 1994 in collaboration with the City as part of the Civic Childcare Strategy. VSOCC's original mandate was to work with City staff to design, develop and operate City-owned or leased childcare facilities in the downtown district, but it has since also taken on operations of some children's centres outside downtown, such as the WEST Village Children's Centre (131 West 2nd Avenue) and The Junction Children's Centre (1059 Main Street). Parents make up 50% of VSOCC's board of directors and surveys are provided to parents to ensure community needs are being met. VSOCC has extensive experience opening new centres, which will be a benefit in establishing the new Pearson Dogwood childcare centre.

<u>VSOCC recommended for sublease renewal at Shaw Towers Children's Centre with 37 licensed spaces</u>

Shaw Tower Children's Centre is a centre with 404.9 sq. m (4,358 sq. ft.) of indoor space and 472.5 sq. m (5,086 sq. ft.) of outdoor space, and is licensed for 37 full-day childcare spaces (12 spaces serving children ages 0-3, and 25 spaces serving children ages 3-5). This centre has been operated by VSOCC since 2004.

The City undertook an independent review of VSOCC in 2011, which found that VSOCC had more than met its established mandate and had developed and maintained a successful partnership with the City. Regular reviews of VSOCC's financial and organizational capacity are also conducted through annual application processes for City of Vancouver Community Service

Grants. The renewal of the sublease for Shaw Tower recommended in this report will help ensure that VSOCC can continue to deliver its successful programming in response to the continued need for childcare. As their sublease expired on November 21, 2019, it is currently overholding until the new sublease is signed.

NEW LEASES AND SUBLEASE RENEWAL

The City's standard childcare lease term is 5 years with two further 5 year renewal options for a total term of 15 years, at nominal rent of \$10 per term, which is being recommended in this report for all leases. This length of term will provide each of the non-profit organizations the benefits of security of tenure, including the ability to plan over the long term. The City's standard childcare lease requires the childcare facility program to meet Provincial Community Care Facilities Licensing regulations, and operate at maximum capacity on a full time basis.

New leases with YMCA (Gastown Parkades) and VSOCC (Pearson Dogwood)

Should Council approve Recommendations A and B, staff propose that the City enter into leases with the operators based on the City's two standard leases for licensed childcare operators in City-owned or controlled facilities: for Gastown Parkades (YMCA) - the Precedent Childcare Lease (General); for Pearson Dogwood (VSOCC) - the Precedent Childcare Lease (VSOCC).

The responsibilities of the City and each non-profit operator regarding the cleaning, maintenance, repair and replacement of each of the licensed childcare facilities, as well as their proportionate share of costs, are outlined in Service Level Agreements attached as Appendix A and B to this report, which will be attached as a schedule to and form part of their respective leases. The lease terms will also address Public Service Requirements (template attached as Appendix D), including provisions that ensure diverse access and parent involvement in decision-making processes, and that encourage affordability for families while maintaining financial sustainability of programming.

Renewal of Sublease to VSOCC for Shaw Tower Children's Centre

The sublease is based on the City's Precedent Childcare Lease (VSOCC), and has been accepted and approved by VSOCC's board of directors. The relationship of VSOCC with the City as sublandlord will be outlined in the sublease agreement which will include a Service Level Agreement (Appendix C) and a Public Service Requirements agreement (template attached as Appendix D). Regular monitoring by City staff of the Public Service Requirements will ensure continuation of VSOCC's successful operationalizing of its vision, mission and mandate as well as encouraging affordability, opportunities for parent involvement, a living wage for childcare staff, and cultural competency in Indigenous contexts.

GRANT RECOMMENDATIONS

Recommendation E: Family Services of Greater Vancouver (FSGV) (\$22,500)

This recommendation will fund an innovative service improvement project. It will help 5 Vancouver-based organizations to examine their own internal work cultures, service models and assumptions in order to begin a deeper inquiry into decolonizing their programming and taking an equity approach to their work. The aim is for partnering organizations to fundamentally

change the ways in which they work with Indigenous people and individuals from equity seeking groups.

This application was initially brought forward during a grant call earlier this year but at that time was assessed as requiring additional development. Reconciliation is a key city priority, and the community social services sector continues to be challenged in learning how to decolonize and Indigenize services. Recognizing this, FSGV and the four other community partners on the project were offered the opportunity to strengthen their project, resulting in the current recommendation.

The project is a partnership between FSGV (the lead agency), plus 4 other social service organizations:

- Kiwassa Neighbourhood House;
- Pacific Immigrant Resources Society;
- MOSAIC; and
- The Society for Children and Youth of BC.

The City's Equity Framework, which is under development, will help to inform the design of this project, and emerging Equity Commitments, which are currently being tested within City departments, will be applied to this project and tested by project partners in a community setting.

This project will leverage City support through a funding partnership with Vancouver Coastal Health – Community Investment, which will be contributing an additional \$10,000 toward project implementation.

The end product of this work will be the creation of an approach and curriculum/toolkit that can be shared amongst other social service providers within the sector.

Recommendation F: Collingwood Neighbourhood House Living in Community (LIC) Program (\$40,000)

Hosted by Collingwood Neighbourhood House, Living in Community (LIC) has been working for the past 15 years to create platforms for diverse stakeholders to work together around sex work issues. LIC's work continues to have a critical impact on sex worker safety and making communities safer and healthier for everyone, through a range of key activities:

- Public Education, to reduce sex work stigma that is one of the key drivers of the violence that sex workers experience;
- Delivering our Curriculum for Change training to organizations within Vancouver that support sex workers or that come into contact with sex workers;
- Coordinating and hosting the SAFE in Cedar Cottage advisory group, a multistakeholder initiative that works to create a platform to respond to sex work concerns;
- Engagement with municipal and provincial leaders to ensure the ongoing leadership of the City of Vancouver in supporting sex worker safety; and
- Promoting a regional approach to sex work policing, policy and practice. Given the movement of sex workers between and across municipal boundaries, a regional

approach that aligns different approaches to policing, bylaws and sex work supports is critical to create a safe environment for sex workers.

LIC's Director of Community Engagement for the past 14 years is leaving the organization at a critical juncture and this recommended grant will ensure the program has adequate resources to support the new Director to sustain LIC's role as a backbone organization supporting systems change for sex work issues.

This one-time grant will provide LIC with the support required both to continue its existing work and plan effectively for future sustainability. SRF grants are intended to provide one-time funding for projects that build community capacity and address public safety issues in the Downtown, Downtown Eastside, Strathcona and Mount Pleasant neighbourhoods. The grant criteria set a maximum of \$50,000 per grant.

Recommendation G: Aboriginal Mother Centre (\$14,850)

Like many other childcare centres, AMC is facing multiple challenges, including that of recruiting and retaining qualified staff in a sectoral environment of low wages and increasing costs of living in Vancouver itself. The centre faces the imminent loss of one of its long-time staff with the resultant disruption and loss of continuity that often entails.

The Program Stabilization grant being recommended in this report will provide the AMC daycare manager with one-time financial assistance to address the impending staff departure and, in addition to providing support for recruiting and orienting a replacement staff person and exploring restructuring of the staffing complement, will also allow for additional dollars to further enable the program to provide a high-quality culturally appropriate learning and care environment for Indigenous and non-Indigenous children.

Implications/Related Issues

Financial

Staff recommend that basic rent for each lease and sublease be set at a nominal rate of \$10.00 for each term and any subsequent renewal term, inclusive of (for Gastown Parkades and Pearson Dogwood) an amount in lieu of property taxes. Nominal rent is considered a grant based on the fair market value of the lease/sublease. The current comparable annual market rental value of the licensed facilities in which there is foregone rent is listed below:

Gastown Parkades: \$191,200 /annum
Pearson Dogwood: \$191,700 /annum

Shaw Tower: \$139,500 /annum

One-time grants for operational start-up costs of the licensed childcare facilities, to be disbursed over two years:

- a. Up to \$148,000 to YMCA for Gastown Parkades
- b. Up to \$138,000 to VSOCC for Pearson Dogwood

Source of funds: Funding for the start-up grants will be considered as part of the annual budget process

OPERATING GRANTS

Rec	Grant Stream	Source of Funding	2019 Budget	Previously Approved	Recommended in this report	Balance
E	Community Services Grants	Social Policy Operating Grant	\$7,509,439	\$7,481,814	\$22,500	\$5,125
G	Childcare Grant	Social Policy Operating Grant – Childcare Social Policy \$1,969,629		\$1,957,980		\$11,649
		Reallocation CC Grant		(\$14,850)	\$14,850	
		Total	\$9,479,068	\$9,424,944	\$37,350	\$16,774

RESERVE GRANT

Rec	Grant Stream	Source of Funding	Recommended in this report
F	Social Responsibility Fund Grants	Edgewater Social Responsibility Reserve	\$40,000

Legal

Upon completion of the development at Pearson Dogwood, the developer will subdivide the site to create a separate air space parcel containing the licensed childcare facility and transfer it to the City. Real Estate and Facilities Management and Social Policy and Projects will instruct Legal Services to prepare the lease for YMCA based on the City's Precedent Childcare Lease (General), and the lease and sublease for VSOCC based on the City's Precedent Childcare Lease (VSOCC). Real Estate and Facilities Management and Social Policy and Projects will jointly oversee the development of the leases and sublease as well as ongoing management.

CONCLUSION

Staff recommend that Council appoint the YMCA as the operator for the new licensed childcare at Gastown Parkades, and authorize entering into a nominal lease agreement with YMCA. Staff are also seeking approval for a grant of approximately \$191,200 for the nominal lease, and for a one-time grant in the amount of \$148,000 for start-up costs.

Staff recommend that Council appoint VSOCC as the operator for the new licensed childcare centre at Pearson Dogwood, and authorize entering into a nominal lease agreement with VSOCC. Staff are also seeking approval for a grant of approximately \$191,700 for the nominal lease, and for a one-time grant in the amount of \$138,000 for start-up costs.

Staff recommend that Council authorize entering into a renewed sublease with VSOCC for Shaw Tower Children's Centre which is licensed for 37 spaces, and approval for a grant of approximately \$139,500 for the nominal sublease.

Staff recommend that Council authorize the following grants to non-profit organizations: \$22,500 to Family Services of Greater Vancouver to support several non-profit organizations' focus on how to support reconciliation and develop equity principles, including making programming more culturally appropriate for Indigenous service users; a one-time Edgewater Social Responsibility Fund grant of \$40,000, to support Collingwood Neighbourhood House Society's Living in Community program; and a one-time grant of \$14,850 to Aboriginal Mother Centre Society, to support their childcare operations.

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APPENDIX A: SERVICE LEVEL AGREEMENT FOR GASTOWN PARKADES

SERVICE LEVEL AGREEMENT GASTOWN CHILDCARES (151 W CORDOVA STREET AND 142-150 WATER STREET)

For purposes of this document, the parties are identified as follows:

Remainder (VFS, inlingua Vancouver) Other Tenants

City of Vancouver CoV

Parkade Operator (on behalf of CoV)PO

NPO Operator NPO Proportionate Share is represented as: P.S.

Generally, the Society will not be responsible for the cost of maintenance of the base building systems within or dedicated solely to the Premises.

The Society will be responsible for maintenance, repairs and operational costs of the childcare facility and ancillary rooms and areas within the Premises, including janitorial, utilities, pest control, and security services, and for the allocated portion of the common area costs associated with general maintenance of common areas throughout the Parkade.

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
1.1	Heating, Ventilation and Air Conditioning exclusive to or within the Premises (excluding common		
а	- annual inspection	CoV	CoV
b	- routine maintenance and repair	CoV	CoV
С	- provision & replacement of filter material	CoV	CoV
d	- cleaning of ducts	CoV	CoV
е	- life cycle replacement (Capital Maintenance)	CoV	CoV
1.2	Common Heating, Ventilation and Air Conditioning (systems serving more than the Premises)		
а	- annual inspection, maintenance and repair	CoV/PO	CoV/PO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
b	- life cycle replacement	CoV/PO	CoV/PO
2.1	Plumbing Systems exclusive to or within the Premises (excluding common systems/equipment)		
а	-preventive maintenance and repairs to hot water heating systems and domestic cold water systems	CoV	CoV
b	 major repairs and replacement of hot water heating systems and domestic cold water systems 	CoV	CoV
С	- repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	NPO	NPO
d	- life cycle replacement of hot water systems, fixtures, (including all sinks and toilets) and piping	CoV	CoV
е	 repair, maintenance and life cycle replacement of exterior drainage and rain water leader 	CoV/PO	CoV/PO
2.2	Common Plumbing Systems (systems serving more than the Premises)		
а	- annual inspection, maintenance and repair	CoV/PO	CoV/PO
b	- life cycle replacement	CoV/PO	CoV/PO
С	-maintenance and replacement of sump pumps	CoV/PO	CoV/PO
	Machanical Systems avaluates to an		
3.1	Mechanical Systems exclusive to or within the Premises (including dedicated elevators)		
а	- preventive maintenance and repairs	CoV	CoV
b	- life cycle replacement	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
С	- installation, maintenance and replacement of additional equipment provided and installed by the occupant	NPO	NPO
3.2	Common Mechanical Systems (systems serving more than the Premises)		
а	- annual inspection, maintenance and repair	CoV	CoV
b	- life cycle replacement	CoV	CoV
		-	
4.1	Fire Protection & Suppression exclusive to the Premises		
а	- <u>Fire extinguishers</u> : monthly inspection;	NPO	NPO
b	 Fire extinguishers: annual inspection; repairs, recharging, and life-cycle replacement 	CoV	CoV
С	- <u>Smoke detectors</u> : monthly inspection	NPO	NPO
d	- <u>Smoke detectors</u> : annual inspection; repairs and/or life-cycle replacement	CoV	CoV
е	 Fire alarm system: monthly and annual inspection (including inspection and maintenance of interior emergency/exit lighting); maintenance, repairs and life- cycle replacement 	CoV	CoV
f	 Fire sprinkler system: annual inspection (or more frequently as required); maintenance, repairs and life-cycle replacement 	CoV	CoV
	Common Fire Protection 9 Suppression		
4.2	Common Fire Protection & Suppression (systems serving more than the Premises)		
а	- annual inspection, maintenance and repairs of the fire alarm system	CoV/PO	CoV/PO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
b	- life cycle replacement of fire alarm system	CoV/PO	CoV/PO
С	- annual inspection, maintenance and repair of fire sprinkler system	CoV/PO	CoV/PO
d	- life cycle replacement of fire sprinkler system	CoV/PO	CoV/PO
5.1	Security Systems dedicated to or within the Premises		
а	- system monitoring, inspection, maintenance and repair	NPO	NPO
b	- life cycle replacement	NPO	NPO
С	- repair, replacement, re-keying of all locks	NPO	NPO
d	-provision, and replacement of fobs, keys and other similar access devices for secure areas within the Premises	NPO	NPO
5.2	Common Security Systems (systems serving more than the Premises)		
а	- system monitoring, inspection, maintenance and repair	CoV/PO	CoV/PO
b	- life cycle replacement	CoV/PO	CoV/PO
С	-security patrols (by security personnel and K9)	РО	NPO (Proportionate Share)
6.1	Electrical Distribution Systems exclusive to or within the Premises (excluding common systems/equipment)		
а	- repairs and upgrades required by Code initiated by the Landlord	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
b	- repairs and upgrades required by Code initiated by the Tenant	NPO	NPO
С	- inspection, maintenance and repair of wiring, breakers and electrical panels	CoV	CoV
d	- life cycle replacement of wiring, breakers and panels	CoV	CoV
е	- repair or replacement of switches, receptacles, cover plates	NPO	NPO
f	 additions, enhancements to meet tenant's program needs, including ongoing maintenance 	NPO	NPO
6.2	Common Electrical Distribution Systems (systems serving more than the Premises)		
а	- inspection, maintenance and repair of electrical distribution systems to the Premises	CoV/PO	CoV/PO
b	- life cycle replacement of electrical distribution systems to the Premises	CoV/PO	CoV/PO
С	- maintenance, repair and replacement of auxiliary power generating systems	CoV/PO	CoV/PO
7.1	Lighting Systems within the Premises - bulb/tube replacement for interior		
а	lighting	NPO	NPO
b	- interior and exterior lighting ballast replacement	CoV	CoV
С	- life cycle replacement of fixtures	CoV	CoV
d	- cleaning of interior light fixtures	NPO	NPO
е	- provision, maintenance, repair and replacement of portable lighting fixtures	NPO	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
f	 maintenance and repair of exterior lighting (fixed to the exterior shell of the leased premises) 	CoV	CoV
g	- life cycle replacement of exterior lighting (fixed to the exterior shell of the leased premises)	CoV	CoV
7.2	Common Lighting Systems (systems serving more than the Premises)		
а	- inspection, maintenance, repair, and cleaning	CoV/PO	CoV/PO
b	- life cycle replacement	CoV/PO	CoV/PO
8.1	Interior Windows within the Premises		
а	 breakage and replacement of interior windows, not caused by the occupant or operations 	CoV	CoV
b	- breakage and replacement of interior windows, caused by the occupant or operations	NPO	NPO
С	- routine repairs and cleaning of interior windows	NPO	NPO
d	- replacement due to normal wear and tear	CoV	CoV
8.2	Exterior Windows of the Premises and Play Yard Canopy		
а	- breakage, routine repairs and replacement of exterior windows or canopy, not caused by the occupant or operations	CoV	CoV
b	 breakage, routine repairs and replacement of exterior windows or canopy, caused by the occupant or operations 	CoV	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
С	- cleaning of interior surfaces of exterior windows	NPO	NPO
d	-cleaning of exterior surfaces of exterior windows and play yard canopy	CoV	NPO
е	- life cycle replacement of the exterior windows / play yard canopy	CoV	CoV
8.3	Common Area Windows		
а	- breakage and repair (not caused by occupants or operations)	CoV/PO	CoV/PO
b	- breakage and repair (caused by occupants or operations)	CoV/PO	NPO / Other Tenants
С	- cleaning (of exterior surfaces)	CoV/PO	CoV / Other Tenants
d	- cleaning (of interior surfaces)	CoV/PO	CoV / Other Tenants
е	- life cycle replacement	CoV/PO	CoV / Other Tenants
8.4	Interior and Exterior Doors within the Premises		
а	- maintenance and repair of interior doors	NPO	NPO
b	- life cycle replacement of interior doors	CoV	CoV
С	- maintenance and repair of exterior doors	CoV	CoV
d	- life cycle replacement of exterior doors	CoV	CoV
8.5	Common Area Doors		

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
а	- maintenance and repair	CoV/PO	CoV / Other Tenants
b	- life cycle replacement	CoV/PO	CoV / Other Tenants
9.1	Interior Surfaces within the Premises		
а	- interior life cycle repainting	CoV	CoV
b	- maintenance and cleaning of window applications including, but not limited to blinds and curtains	NPO	NPO
С	- repairs to interior walls and ceilings, including minor painting	NPO	NPO
d	- life cycle replacement of ceiling tiles	CoV	CoV
е	- interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks not caused by the occupant or operations	CoV	CoV
f	- maintenance and repairs of floor coverings, including carpet and tile	NPO	NPO
g	- life cycle replacement of flooring coverings	CoV	CoV
h	- maintenance and repair of millwork	NPO	NPO
i	- life cycle replacement of millwork	CoV	CoV
9.2	Common Area Interior Surfaces		
а	- all maintenance and repairs	CoV/PO	CoV / Other Tenants

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
b	- all capital maintenance or replacements	CoV/PO	CoV / Other Tenant
10.1	Major Structural Systems included within the Premises		
а	 repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing, due to damage not related to the tenancy 	CoV	CoV/Other Tenants
b	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing, due to damage related to the tenancy	CoV	NPO
С	- repairs and painting of exterior surfaces including windows, trim, fascia and soffits	CoV/PO	CoV / Other Tenants
d	- cleaning of eaves troughs, gutters and awning	NPO	NPO
е	- exterior life-cycle repainting	CoV	CoV
10.2	Major Structural Systems external to the Premises		
a	- all repairs and replacements	CoV/Other Tenants	CoV / Other Tenants
11.1	Site Services within the Premises		
a	- snow and ice removal from steps, walkways, entrances including the provision of de-icing materials	NPO	NPO
b	- snow and ice removal from roof areas, canopies and/or awnings (if applicable)	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
С	-graffiti removal	CoV	CoV
11.2	Site Services outside of the Premises		
а	- landscaping repairs and maintenance	РО	NPO (Proportionate Share)
b	- grass cutting	n/a	NPO (Proportionate Share)
С	- general cleaning of grounds, litter disposal	РО	NPO (Proportionate Share)
d	 snow and ice removal from steps, walkways, entrances including the provision of de-icing materials 	РО	NPO (Proportionate Share)
е	- snow and ice removal from entrance to parking areas	РО	NPO (Proportionate Share)
f	- snow and ice removal from roof areas, canopies, and/or awnings (if applicable)	CoV	CoV
g	- repairs of water and sewage systems (beyond the building perimeter), unless deemed to be caused by the Tenant	CoV/PO	CoV/Other Tenants
h	- maintenance, repair and replacement of gates and fences (excluding tenant specific gates and fences	CoV/PO	CoV/ Other Tenants
i	-graffiti removal	CoV/PO	NPO (Proportionate Share)
12.1	Interior Signage within the Premises		

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
а	- maintenance, repair and replacement of interior signage	NPO	NPO
12.2	Exterior Childcare Signage (within the Premises and/or outside the Premises)		
а	- maintenance, repair, and replacement (subject to prior approval of the CoV and Dev/Strata)	NPO	NPO
12.3	Common Signage not related to the Premises		
а	- maintenance, repair, and replacement	PO/Other Tenants	PO/Other Tenants
13.1	Play Area and Equipment		
а	- inspection, maintenance, and repair of playground equipment and structures	NPO	NPO
b	- life cycle replacement of play equipment and structures	NPO	NPO
С	 maintenance, repair and replacement of general outdoor surfaces, gates and fences 	NPO	NPO
d	- maintenance, repair, replacement of sand and fibar materials	NPO	NPO
е	- maintenance of landscaping (plantings)	NPO	NPO
f	-maintenance, repair and replacement of perimeter fencing when damage is <i>not</i> caused by occupants or operations	CoV	CoV
g	-maintenance, repair and replacement of perimeter fencing when damage is caused by occupants or operations	CoV	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
h	- snow and ice removal	NPO	NPO
14.1	Janitorial Services within the Premises		
а	- routine janitorial/custodial services	NPO	NPO
b	- pest control services (interior)	NPO	NPO
С	- pest control services (exterior)	CoV/PO	CoV/PO
d	- provision of all washroom supplies	NPO	NPO
е	- garbage and recycling removal services	NPO	NPO
14.2	Common Area Janitorial Services		
а	- routine janitorial/custodial services	CoV/PO	NPO Proportionate Share
b	- pest control services (exterior)	CoV/PO	CoV/ Other Tenants
С	- provision of all washroom supplies	N/A	N/A
d	- garbage removal services	N/A	N/A
15.1	Appliances, Program and Other Non-Installed Equipment within the Premises		
а	 inspection, maintenance and repair of all non-building equipment including stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting 	NPO	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
b	- replacement of all appliances, program and non-installed equipment	NPO	NPO
С	- maintenance, repair and replacement of furniture	NPO	NPO
16.1	Renovations and Upgrades within the Premises		
а	 any upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by Dev/Strata and CoV) 	NPO	NPO
16.2	Parking Facility		
а	- non-structural repair and maintenance	CoV/PO	NPO Proportionate Share
b	- utilities	CoV/PO	NPO Proportionate Share
17.1	Utilities serving the Premises		
а	- electricity	NPO	NPO
b	- gas	NPO	NPO
С	- water and sewer	NPO/ Other Tenants	NPO
d	- Neighbourhood Energy Utility (NEU) used by the Premises	CoV/Other Tenants	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
е	- all other municipal utility charges which appear on the property tax notice	CoV	NPO
17.1	Business Operations		
а	- staff costs	NPO	NPO
b	- telephone, internet & cable services	NPO	NPO
С	- insurance (CGL, business interruption, contents, etc.)	NPO	NPO
d	- supplies and equipment, including for bathroom and kitchen	NPO	NPO
е	- security services	NPO	NPO

Life Cycle Replacement

Life cycle replacement is based on fair wear and tear. The need of such replacement is at the Landlord's sole discretion.

<u>Damage</u>

Notwithstanding the foregoing, it is a condition hereof that the Landlord's obligation to maintain, repair, and replace parts of the Premises as indicated above is always subject to the availability of funds currently budgeted by the Landlord for such purposes at the Premises.

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APPENDIX B: SERVICE LEVEL AGREEMENT FOR PEARSON DOGWOOD

SERVICE LEVEL AGREEMENT 500-650 W 57th Avenue (Phase 1) Pearson Dogwood Parcel C - Childcare

For purposes of this document, the parties are identified as follows:

Onni, Strata, Remainder Other ASP
City of Vancouver CoV
NPO Operator NPO

Generally, the Society will not be responsible for the cost of maintenance of the base building systems within or dedicated solely to the Premises.

The Society will be responsible for maintenance, repairs and operational costs of the childcare and neighbourhood annex facility and ancillary rooms and areas within the Premises, including janitorial, utilities, pest control, and security services, and for the allocated portion of the common area costs associated with general maintenance of common areas throughout the Building, (as applicable).

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
1.1	Heating, Ventilation and Air Conditioning exclusive to or within the City's ASP (excluding common equipment/systems)		
а	- annual inspection	CoV	CoV
b	- routine maintenance and repair	CoV	CoV
С	- provision & replacement of filter material	CoV	CoV
d	- cleaning of ducts	CoV	CoV
е	- life cycle replacement (Capital Maintenance)	CoV	CoV
1.2	Common Heating, Ventilation and Air Conditioning (systems serving more than the City's ASP)		
а	 annual inspection, maintenance and repair 	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement	CoV/Other ASP	CoV/Other ASP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
2.1	Plumbing Systems exclusive to or within the City's ASP (excluding common systems/equipment)		
а	-preventive maintenance and repairs to hot water heating systems and domestic cold water systems	CoV	CoV
b	 major repairs and replacement of hot water heating systems and domestic cold water systems 	CoV	CoV
С	- repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	NPO	NPO
d	- life cycle replacement of hot water systems, fixtures, (including all sinks and toilets) and piping	CoV	CoV
е	 repair, maintenance and life cycle replacement of exterior drainage and rain water leader 	CoV/Other ASP	CoV/Other ASP
2.2	Common Plumbing Systems (systems serving more than the City's ASP)		
а	- annual inspection, maintenance and repair	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement	CoV/Other ASP	CoV/Other ASP
С	-maintenance and replacement of sump pumps	CoV/Other ASP	CoV/Other ASP
3.1	Mechanical Systems exclusive to or within the City's ASP (including dedicated elevators)		
а	- preventive maintenance and repairs	CoV	CoV
b	- life cycle replacement	CoV	CoV
С	- installation, maintenance and replacement of additional equipment provided and installed by the occupant	NPO	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
3.2	Common Mechanical Systems (systems serving more than the City's ASP)		
а	- annual inspection, maintenance and repair	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement	CoV/Other ASP	CoV/Other ASP
4.1	Fire Protection & Suppression exclusive to the City's ASP		
а	- <u>Fire extinguishers</u> : monthly inspection;	NPO	NPO
b	 Fire extinguishers: annual inspection; repairs, recharging, and life-cycle replacement 	CoV	CoV
С	- Smoke detectors: monthly inspection	NPO	NPO
d	- <u>Smoke detectors</u> : annual inspection; repairs and/or life-cycle replacement	CoV	CoV
е	- <u>Fire alarm system</u> : monthly and annual inspection (including inspection and maintenance of interior emergency/exit lighting); maintenance, repairs and lifecycle replacement	CoV	CoV
f	- <u>Fire sprinkler system</u> : annual inspection (or more frequently as required); maintenance, repairs and life-cycle replacement	CoV	CoV
4.2	Common Fire Protection & Suppression (systems serving more than the City's ASP)		
а	- annual inspection, maintenance and repairs of the fire alarm system	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement of fire alarm system	CoV/Other ASP	CoV/Other ASP
С	- annual inspection, maintenance and repair of fire sprinkler system	CoV/Other ASP	CoV/Other ASP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
d	- life cycle replacement of fire sprinkler system	CoV/Other ASP	CoV/Other ASP
5.1	Security Systems dedicated to or within the City's ASP		
а	- system monitoring, inspection, maintenance and repair	NPO	NPO
b	- life cycle replacement	NPO	NPO
С	- repair, replacement, re-keying of all locks	NPO	NPO
d	-provision, and replacement of fobs, keys and other similar access devices for secure areas within the Premises	NPO	NPO
5.2	Common Security Systems (systems serving more than the City's ASP)		
а	- system monitoring, inspection, maintenance and repair	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement	CoV/Other ASP	CoV/Other ASP
6.1	Electrical Distribution Systems exclusive to or within the City's ASP (excluding common systems/equipment)		
а	- repairs and upgrades required by Code initiated by the Landlord	CoV	CoV
b	- repairs and upgrades required by Code initiated by the Tenant	NPO	NPO
С	- inspection, maintenance and repair of wiring, breakers and electrical panels	CoV	CoV
d	- life cycle replacement of wiring, breakers and panels	CoV	CoV
е	- repair or replacement of switches, receptacles, cover plates	NPO	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
f	- additions, enhancements to meet tenant's program needs, including ongoing maintenance	NPO	NPO
6.2	Common Electrical Distribution Systems (systems serving more than the City's ASP)		
а	 inspection, maintenance and repair of electrical distribution systems to the City's ASP 	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement of electrical distribution systems to the City's ASP	CoV/Other ASP	CoV/Other ASP
С	- maintenance, repair and replacement of auxiliary power generating systems	CoV/Other ASP	CoV/Other ASP
7.1	Lighting Systems within the City's ASP		
a	- bulb/tube replacement for interior lighting	NPO	NPO
b	- interior and exterior lighting ballast replacement	CoV	CoV
С	- life cycle replacement of fixtures	CoV	CoV
d	- cleaning of interior light fixtures	NPO	NPO
е	- provision, maintenance, repair and replacement of portable lighting fixtures	NPO	NPO
f	 maintenance and repair of exterior lighting (fixed to the exterior shell of the leased premises) 	CoV	CoV
g	 life cycle replacement of exterior lighting (fixed to the exterior shell of the leased premises) 	CoV	CoV
7.2	Common Lighting Systems (systems serving more than the City's ASP)		
а	- inspection, maintenance, repair, and cleaning	CoV/Other ASP	CoV/Other ASP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
b	- life cycle replacement	CoV/Other ASP	CoV/Other ASP
8.1	Interior Windows within the City's ASP		
а	- breakage and replacement of interior windows, not caused by the occupant or operations	CoV	CoV
b	- breakage and replacement of interior windows, caused by the occupant or operations	NPO	NPO
С	- routine repairs and cleaning of interior windows	NPO	NPO
d	- replacement due to normal wear and tear	CoV	CoV
8.2	Exterior Windows of the City's ASP and Play Yard Canopy		
а	- breakage, routine repairs and replacement of exterior windows or canopy, not caused by the occupant or operations	CoV / Other ASP	CoV / Other ASP
b	- breakage, routine repairs and replacement of exterior windows or canopy, caused by the occupant or operations	CoV / Other ASP	NPO
С	- cleaning of interior surfaces of exterior windows	NPO	NPO
d	-cleaning of exterior surfaces of exterior windows and play yard canopy	CoV / Other ASP	NPO
е	- life cycle replacement of the exterior windows / play yard canopy	CoV / Other ASP	CoV / Other ASP
8.3	Common Area Windows		
а	- breakage and repair (not caused by occupants or operations)	CoV/Other ASP	CoV/Other ASP
b	- breakage and repair (caused by occupants or operations)	CoV/Other ASP	NPO /Other ASP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
С	- cleaning (of exterior surfaces)	CoV/Other ASP	CoV/Other ASP
d	- cleaning (of interior surfaces)	CoV/Other ASP	CoV/Other ASP
е	- life cycle replacement	CoV/Other ASP	CoV/Other ASP
8.4	Interior and Exterior Doors within the City's ASP		
а	- maintenance and repair of interior doors	NPO	NPO
b	- life cycle replacement of interior doors	CoV	CoV
С	- maintenance and repair of exterior doors	CoV	CoV
d	- life cycle replacement of exterior doors	CoV	CoV
8.5	Common Area Doors		
а	- maintenance and repair	CoV/Other ASP	CoV / Other ASP
b	- life cycle replacement	CoV/Other ASP	CoV / Other ASP
9.1	Interior Surfaces within the City's ASP		
а	- interior life cycle repainting	CoV	CoV
b	- maintenance and cleaning of window applications including, but not limited to blinds and curtains	NPO	NPO
С	- repairs to interior walls and ceilings, including minor painting	NPO	NPO
d	- life cycle replacement of ceiling tiles	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
е	- interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks not caused by the occupant or operations	CoV	CoV
f	 maintenance and repairs of floor coverings, including carpet and tile 	NPO	NPO
g	 life cycle replacement of flooring coverings 	CoV	CoV
h	- maintenance and repair of millwork	NPO	NPO
i	- life cycle replacement of millwork	CoV	CoV
9.2	Common Area Interior Surfaces		
а	- all maintenance and repairs	CoV/Other ASP	CoV / Other ASP
b	- all capital maintenance or replacements	CoV/Other ASP	CoV / Other ASP
10.1	Major Structural Systems included within the City's ASP		
а	 repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing, due to damage not related to the tenancy 	Other ASP	CoV/Other ASP
b	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing, due to damage related to the tenancy	Other ASP	NPO
С	- repairs and painting of exterior surfaces including windows, trim, fascia and soffits	Other ASP	CoV / Other ASP
d	- cleaning of eaves troughs, gutters and awning	NPO	NPO
е	- exterior life-cycle repainting	CoV/ Other ASP	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
10.2	Major Structural Systems external to the City's ASP		
а	- all repairs and replacements	CoV/Other ASP	CoV / Other ASP
11.1	Site Services within the City's ASP		
а	- snow and ice removal from steps, walkways, entrances including the provision of de-icing materials	NPO	NPO
b	- snow and ice removal from roof areas, canopies and/or awnings (if applicable)	CoV	CoV
С	-graffiti removal	CoV	CoV
11.2	Site Services outside of the City's ASP		
а	- landscaping repairs and maintenance	Other ASP	NPO (Proportionate Share)
b	- grass cutting	Other ASP	NPO (Proportionate Share)
С	- general cleaning of grounds, litter disposal	Other ASP	NPO (Proportionate Share)
d	- snow and ice removal from steps, walkways, entrances including the provision of de-icing materials	Other ASP/NPO	NPO (Proportionate Share)
е	- snow and ice removal from entrance to parking areas	Other ASP/NPO	NPO (Proportionate Share)
f	- snow and ice removal from roof areas, canopies, and/or awnings (if applicable)	CoV/Other ASP	CoV/Other ASP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
g	- repairs of water and sewage systems (beyond the building perimeter), unless deemed to be caused by the Tenant	Other ASP	CoV/Other ASP
h	- maintenance, repair and replacement of gates and fences (excluding tenant specific gates and fences	CoV/Other ASP	CoV/ Other ASP
i	-graffiti removal	Other ASP	NPO (Proportionate Share)
10.1	Later less Claures are with the the City of ACD		
12.1	Interior Signage within the City's ASP		
а	- maintenance, repair and replacement of interior signage	NPO	NPO
12.2	Exterior Childcare Signage (within the City's ASP and/or outside the City's ASP)		
а	- maintenance, repair, and replacement (subject to prior approval of the CoV and Dev/Strata)	NPO	NPO
12.3	Common Signage not related to the City's ASP		
а	- maintenance, repair, and replacement	Other ASP	Other ASP
13.1	Play Area and Equipment		
а	- inspection, maintenance, and repair of playground equipment and structures	NPO	NPO
b	- life cycle replacement of play equipment and structures	NPO	NPO
С	- maintenance, repair and replacement of general outdoor surfaces, gates and fences	NPO	NPO
d	- maintenance, repair, replacement of sand and fibar materials	NPO	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
е	- maintenance of landscaping (plantings)	NPO	NPO
f	-maintenance, repair and replacement of perimeter fencing when damage is <i>not</i> caused by occupants or operations	CoV	CoV
g	-maintenance, repair and replacement of perimeter fencing when damage is caused by occupants or operations	CoV	NPO
h	- snow and ice removal	NPO	NPO
14.1	Janitorial Services within the City's ASP		
а	- routine janitorial/custodial services	NPO	NPO
b	- pest control services (interior)	NPO	NPO
С	- pest control services (exterior)	Other ASP	CoV
d	- provision of all washroom supplies	NPO	NPO
е	- garbage and recycling removal services	NPO	NPO
14.2	Common Area Janitorial Services		
а	- routine janitorial/custodial services	NPO/Other ASP	NPO (Proportionate Share)
b	- pest control services (exterior)	Other ASP	CoV/Other ASP
С	- provision of all washroom supplies	N/A	N/A
d	- garbage removal services	N/A	N/A
15.1	Appliances, Program and Other Non-Installed Equipment within the City's ASP		

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
а	 inspection, maintenance and repair of all non-building equipment including stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting 	NPO	NPO
b	 replacement of all appliances, program and non-installed equipment 	NPO	NPO
С	- maintenance, repair and replacement of furniture	NPO	NPO
16.1	Renovations and Upgrades within the City's ASP		
a	- any upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by Dev/Strata and CoV)	NPO	NPO
16.2	Parking Facility		
а	- non-structural repair and maintenance	Other ASP	NPO (Proportionate Share)
b	- utilities	Other ASP	NPO (Proportionate Share)
17.1	Utilities serving the City's ASP		
а	- electricity	NPO	NPO
b	- gas	NPO	NPO
С	- water and sewer	NPO/Other ASP	NPO
d	- Neighbourhood Energy Utility (NEU) used by the Premises	Other ASP	NPO
е	- all other municipal utility charges which appear on the property tax notice	CoV	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
17.1	Business Operations		
а	- staff costs	NPO	NPO
b	- telephone, internet & cable services	NPO	NPO
С	- insurance (CGL, business interruption, contents, etc.)	NPO	NPO
d	- supplies and equipment, including for bathroom and kitchen	NPO	NPO
е	- security services	NPO	NPO

Life Cycle Replacement

Life cycle replacement is based on fair wear and tear. The need of such replacement is at the Landlord's sole discretion.

Damage

Notwithstanding the foregoing, it is a condition hereof that the Landlord's obligation to maintain, repair, and replace parts of the Premises as indicated above is always subject to the availability of funds currently budgeted by the Landlord for such purposes at the Premises.

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APPENDIX C: SERVICE LEVEL AGREEMENT FOR SHAW TOWER

SERVICE LEVEL AGREEMENT

#505 - 1067 WEST CORDOVA STREET

For purposes of this document, the parties are identified as follows:

Head Landlord:

Burrard Landing Lot 2 Holdings Ltd. Owner

Sublandlord:

City of Vancouver

City

iii) Subtenant:

Non-Profit Operator/Society

Society

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
1.	Heating, Ventilation and Air Conditioning exclusive to or within the leased premises (excluding common equipment/systems)		
a	- annual inspection	City	City
b	- routine maintenance and repair	City	City
с	- provision & replacement of filter material	City	City
d	- cleaning of ducts	City	City
e	- life cycle replacement (Capital Maintenance)	City	City
2.	Common Heating, Ventilation and Air Conditioning (systems serving more than the leased premises)		
a	- annual inspection, maintenance and repair	Owner	Owner
b	- life cycle replacement	Owner	Owner
3.	Plumbing Systems exclusive to or within the leased premises (excluding common systems/equipment)		
a	preventive maintenance and repairs to hot water heating systems	City	City
b	- major repairs and replacement of hot water heating systems	Owner	Owner
С	 repairs to all fixtures including faucets, unplugging toilets and all other routine repairs 	Society	Society

ltem	Description	Party to Perform the Work	Party Responsible to Pay for Work
d	life cycle replacement of hot and cold water systems, fixtures and piping including all sinks and toilets	Owner	Owner
4.	Common Plumbing Systems (systems serving more than the leased premises)		
a	- annual inspection, maintenance and repair	Owner	Owner
b	- life cycle replacement	Owner	Owner
5.	Mechanical Systems, exclusive to or within the leased premises (excluding common systems/equipment and elevators)		
a	- preventive maintenance and repairs	City	City
p.	- life cycle replacement	Owner	Owner
c	 installation, maintenance and replacement of additional equipment provided and installed by the occupant 	Society	Society
6.	Common Mechanical Systems (systems serving more than the leased premises including the elevator)		
a	- annual inspection, maintenance and repair	Owner	Owner
b	- life cycle replacement	Owner	Owner
7.	Fire Protection & Suppression exclusive to the tenant space		
a	 monthly inspection of fire extinguishers and smoke detectors within the premises 	Society	Society
b	- annual inspection of fire extinguishers within premises	Owner	Owner
с	 repairs, recharging and life cycle replacement of fire extinguishers within premises 	Owner	Owner

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
8.	Common Fire Protection & Suppression (systems serving more than the leased premises)		
a	- annual inspection, maintenance and repairs of the fire alarm system	Owner	Owner
ь	- life cycle replacement of fire alarm system	Owner	Owner
с	- annual inspection, maintenance and repair of fire sprinkler system	Owner	Owner
d	life cycle replacement of fire sprinkler system	Owner	Owner
9.	Security Systems dedicated to or within the leased premises		
a	- system monitoring, inspection, maintenance and repair	Society	Society
b	- life cycle replacement	Society	Society
c	- repair, replacement, re-keying of all locks	Society	Society
10.	Common Security Systems (systems serving more than the leased premises)		
a	- system monitoring, inspection, maintenance and repair	Owner	Owner
b	- life cycle replacement	Owner	Owner
11.	Electrical Distribution Systems exclusive to or within the leased premises (excluding common systems/equipment)		
a	- repairs and upgrades required by Code or initiated by Owner	Owner	Owner
ь	- inspection, maintenance and minor repair of wiring, breakers and electrical	City	City
с	 repair of wiring, breakers and electrical panels which is not minor 	Owner	Owner

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
d	 life cycle replacement of wiring, breakers and panels 	Owner	Owner
e	- repair or replacement of switches, receptacles, cover plates	Society	Society
12.	Common Electrical Distribution Systems (systems serving more than the leased premises)		
a	 inspection, maintenance and repair of electrical distribution systems to the leased premises 	Owner	Owner
Ь	- life cycle replacement of electrical distribution systems to the leased premises	Owner	Owner
13.	Lighting Systems within the leased premises and Play Area but not the aesthetic lighting in the Easement Area		
a	- bulb/tube replacement for interior lighting	Society	Society
ь	 annual inspection and maintenance of interior emergency/exit lighting 	City	City
с	- interior lighting ballast replacement	City	City
d	- life cycle replacement of fixtures	Owner	Owner
e	- cleaning of interior light fixtures	Society	Society
f	 provision, maintenance, repair and replacement of portable lighting fixtures 	Society	Society
14.	Common Lighting Systems (systems serving more than the leased premises including the aesthetic lighting in the Easement Area		
a	- inspection, maintenance, repair, and cleaning	Owner	Owner
ь	- life cycle replacement	Owner	Owner

ltem	Description	Party to Perform the Work	Party Responsible to Pay for Work
15.	Interior Windows (Interior to the leases premises)		
a	 breakage caused by the Society or its invitees and routine repair 	Society	Society
ь	- cleaning	Society	Society
с	- replacement due to normal wear and tear	Owner	Owner
16.	Exterior Windows of the leased premises and canopy	-	9.
a	 breakage and repair NOT caused by the Society or its invitees 	Owner	Owner
b	- breakage caused by the Society or its invitees	Owner	Society
С	- cleaning of interior of exterior windows	Society	Society
d	- cleaning of exterior windows and Easement Area canopy	Owner	Owner
	- life cycle replacement	Owner	Owner
17.	Common Area Windows		
a	- breakage and repair	Owner	Owner
b	- cleaning	Owner	0wner
с	- life cycle replacement	Owner	Owner
18.	Interior Doors (interior to the leased premises) and Exterior Doors of leased premises		
a	- maintenance and repair	Society	Society
b	- life cycle replacement	Owner	Owner
19.	Common Area Doors		
a	- maintenance and repair	Owner	Owner
b	- life cycle replacement	Owner	Owner

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
20.	Interior Surfaces within the leased premises		
a	- life cycle repainting and life cycle replacement of wall coverings	Owner	Owner
Ь	to blinds and curtains	Society	Society
с	 repairs to interior walls and ceilings, including minor painting 	Society	Society
d	 life cycle replacement of ceiling tiles 	Owner	Owner
e	 interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks not caused by the occupant or operations 	Owner	Owner
f	 maintenance and repairs of floor coverings, including carpet and tile 	Society	Society
g	- life cycle replacement of flooring	Owner	Owner
h	- maintenance and repair of millwork including "cubbies"	Society	Society
i	- replacement of millwork including "cubbies"	Owner	Owner
21.	Interior Surfaces within Common Areas		
a	- all maintenance and repairs	Owner	Owner
b	- all capital maintenance or replacements	Owner	Owner
22.	Major Structural Systems		
a	 repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing, and parking lots due to damage not related to the tenancy 	Owner	Owner
b	 repairs and painting of exterior surfaces including windows, trim, facia and soffits 	Owner	Owner
23.	Site Services		

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
a	- landscaping repairs and maintenance	Owner	Owner
b	general cleaning of grounds, litter disposal	Owner	Owner
с	 snow and ice removal from steps, walkways, entrances including provision of de-icing materials 	Owner	Owner
d	 removal of snow from entrance to parking areas 	Owner	Owner
e	- removal of snow and ice from roof areas	Owner	Owner
f	- repairs of water and sewage systems (beyond the building perimeter)	Owner	Owner
g	 maintenance, repair and replacement of gates and fences (excluding tenant specific gates and fences 	Owner	Owner
h	- maintenance and repair of parking areas	Owner	Owner
24.	Signage exterior to the leased premises		
a	- maintenance, repair and replacement (subject to prior approval of the City and Owner	Society	Society
25.	Interior Signage within the leased premises		
a	- maintenance, repair and replacement	Society	Society
26.	Play Area and Equipment but not the Canopy		
a	inspection, maintenance, and repair of play ground equipment and structures	Society	Society
b	lifecycle replacement of play equipment and structures	Society	Society

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
c	 maintenance, repair and replacement of general outdoor surfaces, gates and fences 	Society	Society
d	- maintenance, repair, replacement of sand and fibar materials	Society	Society
e	- maintenance of landscaping (plantings)	Society	Society
f	- life cycle replacement of wood planters	Society	Society
27.	Janitorial Services within the leased premises and Easement Area		
a	- routine janitorial/custodial services	Society	Society
b	- pest control services	Society	Society
с	- provision of all washroom supplies	Society	Society
28.	Janitorial Services within the common areas		
a	- routine janitorial/custodial services	Owner	Owner
b	- pest control services	Owner	Owner
С	- provision of all washroom supplies	Owner	Owner
d	- garbage removal services	Owner	Owner
29.	Appliances, Program and Other Non-Installed Equipment within the premises		
a	 inspection, maintenance and repair of all non-building equipment including stoves, ovens, refrigerators, microwaves, coolers, free standing cabinets, track lighting 	Society	Society
b	- replacement of all appliances, program and non-installed equipment	Society	Society
С	- maintenance, repair and replacement of furniture	Society	Society

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work			
30.	Renovations and Upgrades to the Leased Premises		,			
a	- any upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by Owner and the City)	Society	Society			
31.	Utilities					
a	- electricity	Society	Society			
b	- gas	Society	Society			
	- water and sewer	Society	Society			
32.	Business Operations					
a	- staff costs	Society	Society			
ь	- telephone, internet & cable services	Society	Society			
c	 insurance (CGL, business interruption, contents, etc.) 	Society	Society			
d	- supplies and equipment, including for bathroom and kitchen	Society	Society			
е	- security services	Society	Society			
f	- building insurance	Owner	Owner			

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APPENDIX D: PUBLIC SERVICE REQUIREMENTS TEMPLATE

	PUBLIC SERVICE REQUIREMENTS
oetwe " Tena	chedule forms part of the Agreement made as of 20, en the City of Vancouver (the "Landlord") and (the nt"). A breach of the requirements of this Schedule will constitute a breach under n of the Agreement.
1.	Landlord's Requirements:
	The Landlord requires that the Premises be used and occupied in accordance with the following:
	(a) in a manner that is consistent with the City of Vancouver's policy objectives set out as follows in Council Report RTS, (approved <date>, 20):</date>
	Specifically, the following public benefits must be provided by the Tenant in the Premises:

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- (b) in a manner that is consistent with, and upholds the following principles to the satisfaction of the City of Vancouver's Managing Director of Social Policy and Projects:
 - i) <u>Quality of Care</u>: the Society will demonstrate full compliance with licensing requirements. If not in compliance, the Society will develop and implement a plan to address licensing concerns in a timely manner. Programming will strive to meet best practices for supporting healthy child development, including ample opportunities for active outdoor play.
 - ii) Accessibility and Inclusion: the Tenant will demonstrate accommodation, welcomeness and openness to people of all ages, abilities, sexual orientations, gender identities (including trans*, gender-variant and two-spirit people), ethnicities, cultural backgrounds, religions, languages, under-represented communities and socio-economic conditions in the Tenant's policies, practices and programs except in instances where the exclusion of some group is required for another group to be effectively targeted.

- iii) <u>Financial Management</u>: the Tenant will demonstrate sound financial planning and management practices to sustain current and longer-term programing and operation of the Premises.
- iv) <u>Leadership</u>: the Tenant will have sound management in place and an engaged board of directors, with the appropriate representation of communities served and the skills and expertise to support the Tenant's use, Mission, Vision and Mandate. The board of directors must function in a governance role, be active in setting direction, policy and long-term planning, and fulfill their legal and fiduciary responsibilities.
- v) Parent Involvement: the Society will ensure there is ongoing and effective communication and dialogue with families about the daily workings of childcare programs and the participation of children in these programs. The Society will organize and support a childcare parent advisory committee, if there is sufficient interest, to assist in the planning and operation of childcare programs at the Premises. All facets of Premises operations shall be open for discussion by the committee, including programming and staffing decisions.
- vi) Staff Wages: a living wage will be paid to childcare centre staff by the Society, subject to sustainability of operations.
- vii) Cultural Competency: cultural competency in Indigenous contexts for diverse families will be incorporated by the Society in staff development and curriculum.
- viii) Alignment with the City of Vancouver's Mission and Values: the Tenant's use of the Premises must align with the City of Vancouver's Mission and Values, as set out below:

The City of Vancouver's Mission: to create a great city of communities that cares about its people, its environment, and its opportunities to live, work, and prosper.

The City of Vancouver's Values: being responsive to the needs of citizens and colleagues, striving for the best results, approaching work with unbiased judgement and sensitivity, being open and honest, and honouring commitments; setting examples that others will choose to follow, and being a learning organization that grows through its experiences.

The City of Vancouver is committed to A Healthy City for All – a city where everyone can create and continually improve the conditions that enable the highest level of health and well-being possible.

The foregoing principles may be amended from time to time by the Landlord and if so amended, the Landlord will notify the Tenant in writing of such amendments and will include a copy of same and the Tenant will abide by such amended principles as though they were originally contained herein;

(c)	only	y for	the	pur	pose	set	out	in	Section	of	the A	gree	ment	and	sp	pecif	icall	۷:

(collectively, the "Landlord's Requirements").
Tenant's Acknowledgement, Representations and Covenants
(a) <u>Acknowledgement</u> : the Tenant acknowledges that the Landlord has been authorized by Vancouver City Council to lease the Premises, for the public benefit to the Tenant in its capacity as a non-profit public-service organization that meet the Landlord's Requirements, and that the Landlord has relied on the Tenant representations and covenants hereinafter set out, in determining that the Tenant is an appropriate tenant for the Premises.
(b) <u>Representations</u> : the Tenant represents that its Mission, Vision and Mandate are as follows:
Mission:
Vision:
Mandate:
The Landlord acknowledges that the Tenant's organization may evolve, expand contract, diversify or specialize over time (for example, by offering new types of services to meet emerging community needs), and that such changes may necessitate revisions to the Tenant's Mission, Vision and Mandate from time to

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contract, diversify or specialize over time (for example, by offering new types of services to meet emerging community needs), and that such changes may necessitate revisions to the Tenant's Mission, Vision and Mandate from time to time. The Tenant will notify the Landlord immediately of any such revisions, and such revisions will be permissible, PROVIDED that the Tenant, in the Landlord's sole discretion, continues to be a non-profit, public-service organization, and the Tenant's use of the Premises continues to be a Permitted Use that meets the Landlord's Requirements.

(c)	<u>Covenants</u> : throughout the Term of the Agreement, the Tenant covenants that it will consistently, actively and rigorously implement, promote, advance and fulfil the Landlord's Requirements and its Mission, Vision and Mandate through its use of the Premises.
	The Tenant will fulfill its Mission in the following way(s):
	The Tenant will fulfill its Vision in the following ways(s):
	The Tenant will fulfill its Mandate in the following way(s):

3. Reporting and Monitoring

The Tenant will report to the Landlord about its use and operation of the Premises on an annual basis, by no later than December 31st, or as frequently as may otherwise be reasonably required by the Landlord. Reports must be made in a form and manner that satisfy the Landlord's reporting requirements in effect from time to time. The Landlord will notify the Tenant in writing of any changes to its reporting requirements, and the Tenant will abide by such amended reporting requirements as though they were originally contained herein.

The Landlord's current reporting requirements are as follows:

ANNUAL REPORTING:

- (a) the name and contact information of the key persons for the Tenant at the Premises:
- (b) a current list of directors and officers of the Tenant including their terms, positions and affiliations;
- (c) financial statements of the Tenant, including at a minimum a statement of income and expenses for the Premises, for the most recently available fiscal year independently prepared at the Tenant's expense by an accounting professional (review engagement or audit) OR financial statements, including at a minimum a statement of income and expenses for the Premises, endorsed

by two signing officers of the Board of Directors, if independently prepared or audited statements are not available;

- (d) a proposed annual budget for the Premises with an estimate of all revenues and expenditures as well as a maintenance reserve sufficient to meet the Tenant's obligations under the Agreement, in a form acceptable to the Landlord, which must have first been approved by the directors of the Tenant;
- (e) a summary of activities for the past fiscal year demonstrating how the Tenant has implemented its Mission, Vision and Mandate through its use of the Premises and complied with the Landlord's Requirements;
- (f) a summary of activities at the Premises for the past fiscal year demonstrating how the Tenant has complied with the Service Level Agreement requirements;
- (g) a summary of activities at the Premises planned for the coming fiscal year;
- (h) a summary (including users, dates, rental fees, and MOUs or other agreements if any) of third party and community uses at the Premises and rental rates charged.

OTHER REPORTING:

The Tenant must provide evidence of good standing as a not-for-profit or charity (submit a current Corporate Registry Search from BC Registry Services) every five years of the Term or Renewal Term(s).

In the Landlord's discretion, the Tenant may also be required from time to time to provide a copy of its strategic plan, board minutes, and a summary of governance policies.

In advance of granting any renewal of the Agreement, the Landlord will review whether the Tenant has met the Landlord's Requirements.

4. AMENDMENTS

The Tenant shall not make any changes to this schedule without the prior written approval of the City of Vancouver's Managing Director of Social Policy and Projects.

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