



## REPORT

Report Date: September 2, 2020  
Contact: Mary Clare Zak  
Contact No.: 604-871-6643  
RTS No.: 13967  
VanRIMS No.: 08-2000-20  
Meeting Date: October 6, 2020  
[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: New Sublease for Community Legal Assistance Society - #300 – 1140 West Pender Street

### **RECOMMENDATION**

A. THAT Council authorize the Director of Real Estate Services to negotiate and execute a sublease agreement (the "Sublease") with Community Legal Assistance Society ("CLAS") as the subtenant and non-profit operator of the social facility at #300 – 1140 West Pender St (the "Premises"), being a portion of the building situated on lands legally described as: *PID 007-063-563; Lot 1, Block 16, District Lot 185, Plan 19162*. The Sublease shall be based on the City's Precedent Lease for Non-profit Entities (Cultural/Social), on the following terms and conditions, and on terms as set out in the signed Offer to Lease attached as Appendix A (the "OTL"), 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:

i) Term and Renewal Options: Ten (10) years commencing February 1, 2020, plus one renewal option for a further five (5) years;

ii) Rent and Operating Costs: Nominal base rent of Ten Dollars (\$10.00) for the term, payable in advance, plus applicable taxes;

CLAS is responsible for paying building operating expenses (approximately \$122,000/annum for 2020);

iii) Sub-subleasing: The Subtenant shall be permitted to sub-sublease portions of the Premises to the current non-profit sub-subtenant, being PovNet Society.

Future sub-subtenancies may be permitted to non-profit organizations for public service use upon the prior written consent of the Sublandlord's General Manager of Arts, Culture and Community Services. The Subtenant shall be permitted to collect rent from any non-profit sub-subtenant of the Premises, provided that: the rent charged is at a rate and an amount acceptable to the Sublandlord's Managing Director of Social Policy and Projects.

The nominal rent in Recommendation A represents a grant valued at approximately \$309,000 per annum, based on the first year of the term.

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

Recommendation A is a grant that requires 2/3 affirmative votes of Council per section 206(1) of the *Vancouver Charter*.

### **REPORT SUMMARY**

This report seeks Council approval to enter into a sublease of the City amenity bonus space at #300 – 1140 West Pender Street with the Community Legal Assistance Society. Staff recommends a sublease term of ten (10) years with one renewal option for five (5) years, subject to the terms and conditions as outlined in this report. CLAS is a non-profit society that provides legal assistance to people facing discrimination and marginalization with a specialization in housing, income security, workers' rights, mental health and human rights law.

### **COUNCIL AUTHORITY/PREVIOUS DECISIONS**

The current sublease for the Premises, which expired on January 31, 2020, was approved on December 14, 2004 (RTS 4732).

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 and where City standard documentation is not amended. However, this authority excludes any lease of real property of any value or any term for "social purposes." In such situations, the lease must be approved by Council. In addition, leases that are provided at less than market rent are considered equivalent to a grant to the tenant and therefore require approval by eight affirmative votes of Council as per Section 206 (1) of the *Vancouver Charter*.

### **CITY MANAGER'S/GENERAL MANAGER'S COMMENTS**

The City Manager recommends approval of the foregoing.

## **REPORT**

### **Background/Context**

The building at 1140 West Pender was constructed in 1984. The City (as tenant) entered into a long-term lease with the head landlord in which 1,750 sq.ft. of amenity bonus space on the ground floor and 10,289 sq. ft. on the third floor, was provided rent free for the life of the building.

From 1984 to 2004, the third floor office space was subleased to the Legal Services Society (LSS).

On December 14, 2004, Council approved a sublease with CLAS, for a five year term, plus two five year renewals commencing February 1<sup>st</sup>, 2005. In the fifteen years since occupying the Premises, CLAS has met all their obligations under their sublease and have maintained the Premises in good condition.

The Community Legal Assistance Society was established as a non-profit society in 1971 and was the first community law office in British Columbia. CLAS works towards positive social change by providing legal assistance and advancing the law to address the critical needs of those who are disproportionately impacted by institutional and systemic inequities. It specializes in housing, income security, workers' rights, mental health and human rights law. CLAS provides a range of services including direct legal services, information and referral, systemic advocacy, legal supervision, training, legal support to community groups and public legal education to clients and organizations in Vancouver and throughout British Columbia.

### **Strategic Analysis**

CLAS provides valuable services to address the needs of Vancouver's residents, particularly those that experience structural inequities. A core value of the organization is to promote and advance dignity, equality, and justice for all. The work of CLAS supports several of the goals of the Healthy City Strategy and addresses other City priorities around renters and homelessness, City of Reconciliation and support for equity seeking groups.

The services offered by CLAS support the Healthy City goals around Healthy Human Services; Making Ends Meet and Working Well; and Being Safe and Feeling Included. One of the services that people who have been marginalized often need is access to free legal assistance (ninety-five percent of CLAS's clients are people with low-income). CLAS provides legal support to groups assisting people in obtaining adequate social assistance and represents people in employment cases who are facing barriers to inclusion due to disability and/or mental health challenges. CLAS conducts training on the BC Human Rights Code and works with immigrant serving groups such as the Migrant Workers Centre and the Immigrant Services Society to ensure newcomers are safe and protected in their work.

CLAS provides significant capacity building support to Vancouver based advocacy organizations and service providers. This support includes the supervision of legal work of advocacy organizations, the provision of legal support services through the Community Advocate Support Line, and the delivery of training to advocates and service providers. Vancouver based organizations that CLAS assists on an ongoing basis include PovNet Society, Atira Women's Resource Society, Carnegie Community Centre Association, Downtown Eastside Women's

Centre, WISH Drop-in Centre Society, Kettle Friendship Society, and Tenant Resource and Advisory Centre (TRAC).

As a result of the housing crisis in Vancouver, CLAS has experienced an increase in the urgent demand for legal services in this field. Last year, CLAS provided legal assistance to 256 clients with housing issues, virtually all of whom were facing imminent evictions and homelessness. CLAS is a leader in pursuing legal rights for tenants and has successfully argued against landlords who have unlawfully evicted tenants. In addition, CLAS lawyers supervise the legal work of TRAC, an organization the City supports with grant funding.

CLAS works in several areas to advance Reconciliation objectives. In partnership with the BC Association of Aboriginal Friendship Centres, CLAS is implementing a project that will provide training to service providers working with Indigenous people, and support the development and production of human rights education resources by and for Indigenous communities. CLAS provides representation to Indigenous clients in human rights cases, such as that of an Indigenous tenant who smudges in her Vancouver residence and whose landlord attempted to evict her.

At 1140 West Pender, CLAS offers services that help support the City in furthering a number of policy priorities. The Premises is ideal for this organization because clients and community groups have access to an office that is centrally located, in close proximity to public transit, the courthouse and the BC Human Rights Tribunal, and is wheelchair accessible. CLAS sub-leases one office to PovNet Society and works closely with them on joint programming.

The obligations of CLAS will be detailed in a schedule of the Sublease entitled Public Service Requirements (PSRs). The PSRs outline the vision, mission and mandate of the organization and identify how through the use of the Premises the organization will fulfil these in order to continue supporting City goals and objectives. These requirements will be regularly reviewed by Social Policy and Projects staff to ensure that CLAS's quality programming is maintained.

### ***Implications/Related Issues/Risk***

#### ***Financial***

The head lease restricts the rent that can be charged to any subtenant to \$10 for any sublease term (equivalent to the Basic Rent payable by the City as Tenant under the head lease). As such, no revenue is forgone. Theoretically, without the head lease restriction, the comparable annual market rental value (net rent) would be estimated at \$309,000/annum. Although no rent revenue is forgone, the sublease to CLAS at nominal rent is considered equivalent to a grant as they are considered to be receiving a financial or pecuniary benefit.

All occupancy costs, including maintenance are the responsibility of the subtenant. CLAS is responsible for paying building operating expenses, currently approximately \$122,000/annum for 2020.

#### ***Legal***

Real Estate and Facilities Management and Social Policy and Projects will instruct Legal Services to prepare the Sublease based on the City's Precedent Lease for Non-profit Entities (Cultural/Social), and on terms consistent with the Offer to Lease. Real Estate and Facilities

Management and Social Policy and Projects will jointly oversee the development of the Sublease as well as ongoing management.

### **CONCLUSION**

The General Manager of Arts, Culture, and Community Services in Consultation with the General Manager of Real Estate and Facilities Management, recommend Council's approval of the proposed Sublease agreement with CLAS as the operator of the Premises, on the terms and conditions described in this report. A new sublease will provide security of tenure for CLAS and enable it to continue its work responding to the needs of those who experience discrimination.

\* \* \* \* \*

## OFFER TO LEASE

This Offer to Lease (the "Offer") is dated for reference this 13<sup>th</sup> day of March, 2020,

BETWEEN:

CITY OF VANCOUVER

453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4

(the "Sublandlord")

AND:

COMMUNITY LEGAL ASSISTANCE SOCIETY (Society Incorporation No. S-0009189)

#300 - 1140 West Pender Street  
Vancouver, BC V6E 4G1

(the "Subtenant")

1. The Subtenant offers to sublease certain office premises, having a rentable floor area of approximately 10,289 square feet, being unit #300 and located on the third floor of the building having a civic address at 1140 West Pender Street, Vancouver, B.C., where the lands on which the building is situated is legally described as:

Parcel Identifier: 007-063-563  
Lot 1, Block 16, District Lot 185, Plan 19162

which premises (the "Premises") is shown outlined in bold on the plan attached hereto as Schedule "A", upon the terms and conditions set out in this Offer and the Sublandlord's standard form of non-profit lease (the "Standard Lease"), an electronic copy of which has been provided to the Subtenant as of the date first above written. The sublease resulting from this Offer (the "Sublease") shall be in substantially the form of the Standard Lease, completed in accordance with the terms of this Offer.

2. DEFINITIONS

Capitalized terms used in this Offer are used with the respective meanings ascribed to them in the Standard Lease unless otherwise defined herein. The word "including" means "including without limitation".

3. BASIC LEASE TERMS

The following basic terms and conditions are part of, and are in certain instances referred to in subsequent provisions of, this Offer and shall be incorporated in the Sublease as applicable:

(a) Subtenant Information:

(i) Name: Community Legal Assistance Society

- (ii) Society Incorporation Number: S-0009189
- (iii) Subtenant's GST Number: 11887 0724 RT0001
- (iv) Address of Subtenant: 300 - 1140 West Pender Street, Vancouver, BC V6E 4G1
- (v) Telephone: 604-985-3425
- (vi) Fax: 604-685-7611
- (vii) Individual(s) to contact and who are or may be authorized to sign on behalf of Subtenant:

Name: Jacqui Mendes, Executive Director  
Phone: 604-673-3140  
Email: jmendes@clasbc.net

Name: Rick Liu, Finance Officer  
Phone: 604-673-3103  
Email: rliu@clasbc.net

(b) Term and Renewal Options:

An initial term of ten (10) years from the Commencement Date (the "Term"), plus one option to renew for a further five (5) years (the "Renewal Term", for a total possible term of fifteen (15) years.

(c) Commencement Date: February 1, 2020.

(d) Possession Date: *Intentionally deleted*

(e) Fixturing Period: *Intentionally deleted*

(f) Rent:

Nominal prepaid base rent of Ten Dollars (\$10.00) plus GST, for the Term, as well as for the Renewal Term (the "Rent").

(g) Tenant Improvements and Costs: *Intentionally deleted*

(h) Facility Operating Costs and Capital Costs:

The Subtenant will pay all costs and expenses for the operation of the Premises as set out in the Sublease, including in respect of the operation, repairs, maintenance, preventative maintenance and capital maintenance, janitorial, security and insurance, and including:

Directly Metered Utilities and Municipal Utility Charges: The Subtenant will be responsible for any and all costs and obligations associated with metered utilities directly serving the Premises, including heat, gas, electricity, neighbourhood energy utility charges, as well as any municipal utility charges attributed to the Premises including but not limited to sewer, water, recycling, solid waste, fire-lines, cross connection fee, and the like, some of which may be inserted in the property tax roll for the building and included as operating costs;

Telecommunications: The Subtenant will be responsible for any and all costs associated with telecommunications for the Premises, including internet, telephone and cable, and any applicable taxes;

Capital Costs within the Premises: The Subtenant shall be responsible for the costs associated with any major repairs to or life cycle replacement of any components within the Premises which are the responsibility of the Sublandlord (as Tenant under the Head Lease) to repair or replace in accordance with the provisions of the Head Lease;

Ancillary Space Maintenance: The Subtenant shall be responsible for ancillary space maintenance, including regular maintenance and repair, and preventative maintenance.

(i) Tenant's Insurance:

The Subtenant will be responsible at all times for maintaining at its own expense and cost, insurance coverage in the amounts and types, and upon such terms as are satisfactory to the Sublandlord's Chief Risk Officer, including:

- (i) Commercial General Liability insurance with limits of not less than Five Million Dollars (\$5,000,000) per occurrence or such higher limit of coverage as the Sublandlord may require from time to time;
- (ii) Tenant's legal liability coverage for an amount equal to the actual cash value of the Premises, such coverage to include the activities and operations conducted by the Subtenant and third parties in the Premises;
- (iii) Blanket contractual liability covering liability arising directly or indirectly out of the performance of the Sublease;
- (iv) Non-owned auto liability coverage;
- (v) Personal injury and advertising liability coverage;
- (vi) products and completed operations coverage;
- (vii) All Risk Property (Broad Form) insurance on property of every description and kind owned by the Tenant or for which the Subtenant is legally liable or provided by or on behalf of the Tenant (and which is located in the Premises), including furniture, computers, equipment, toys, supplies, appliances, trade fixtures and any display model, project, prototype, tool, instrument and/or device within the Premises in an amount not less than ninety percent (90%) of the full replacement cost thereof;
- (viii) Automobile Liability insurance on all licensed vehicles owned by or leased to the Subtenant with a limit of not less than Five Million (\$5,000,000) Dollars per occurrence or other such amount as the Sublandlord may approve from time to time;



- (ix) Directors and Officers liability insurance providing ONE MILLION DOLLARS (\$1,000,000) coverage per claim and TWO MILLION DOLLARS (\$2,000,000) coverage in the aggregate.

The above insurance policies will:

- (i) Be with insurers duly authorized to carry on business in the Province of British Columbia, in form and amounts satisfactory to the Sublandlord's Chief Risk Officer;
  - (ii) Provide the Sublandlord with thirty (30) days' prior written notice of cancellation or material change resulting in a reduction of coverage;
  - (iii) Be primary insurance as respects the Sublandlord such that any insurance or self-insurance maintained by or on behalf of the Sublandlord shall be in excess of this insurance and shall not contribute with it;
  - (iv) Provide for a limit of deductibility not greater than Five Thousand Dollars (\$5,000) or other such amount as the Sublandlord may approve from time to time;
  - (v) Name the Sublandlord, its officials, officers, employees and agents as additional insureds;
  - (vi) Include a cross liability or severability of interest clause insuring the Subtenant, the Sublandlord, the Sublandlord's personnel and the Subtenant's personnel in the same manner and to the same extent as if separate policies had been issued to each.
- (j) Permitted Use:
- The Premises will be used solely as an office to provide legal assistance to those who are disadvantaged or face discrimination, as well as other ancillary support uses. The Subtenant shall provide services in the areas of housing security, income security, human rights, mental health rights, and workers' rights, and shall keep the Premises open to the public (including its clients and prospective clients) at least 40 hours each week not including statutory holidays, all in accordance with: the Public Service Requirements to be completed jointly by the Sublandlord and the Subtenant and attached to the Sublease, the form of which is attached hereto as Schedule "B"; the Occasional Third Party Use Policy, the form of which is attached hereto as Schedule "C"; and, the applicable zoning for the Premises.
- (k) Heritage Building: *Intentionally deleted*
- (l) Subleasing/Licensing/Third Party Use:
- The Subtenant may not sublease or license the Premises or any portion thereof without the prior written consent of the Sublandlord's General Manager of Arts, Culture and Community Services.

All third party uses which are not captured by the Occasional Third Party Use Policy will be documented by way of a form of agreement (ie, sublease, licence agreement, rental agreement) approved by the Sublandlord, on a cost recovery basis inclusive of all costs including utilities and reasonable administrative fee.

Where the Occasional Third Party Use Policy is applicable, the Subtenant shall abide by its provisions. The purpose of the aforementioned policy is to provide for occasional use of the Premises by third parties at various times in order to generate earned revenues which will assist the Subtenant in supporting its operations.

(m) Assignment, Mortgage, Naming Rights:

Except with the prior written consent of the Sublandlord, the Subtenant will not sell, transfer, assign or mortgage its interest in the Premises. Amalgamation will be considered to be an assignment. The Subtenant will not have the right to name the Premises or any portion thereof without the Sublandlord's prior written consent. The Subtenant shall follow the City of Vancouver's Naming Rights policy including potential restrictions on the right to name the Premises (including any portion of the Premises).

(n) Observation of Rules and Bylaws: The Subtenant shall abide by the Rules and Regulations as provided for in Section 5.16 and Schedule D of the lease for the Premises which is registered in the Land Title Office under registration number M 51928 (the "Head Lease").

(o) Reporting and Financial Information:

The Subtenant will be required to submit reports to the Sublandlord on a regular basis, for example, an annual report including financial statements, proposed annual budget, and summary of activities, and which may include a maintenance plan if required in the Sublandlord's bona fide opinion, in accordance with the Public Service Requirements.

(p) Facility Reserve Fund: *Intentionally deleted*

(q) Termination:

Upon demolition, destruction or substantial damage of the Premises, expiration of the Term (or the Renewal Term), or failure to fulfill other material terms of the Sublease, the Sublease will terminate.

(r) Early Termination:

The Sublandlord may terminate the Sublease:

- i. if the Subtenant has failed to comply with any part of the Public Service Requirements within thirty (30) business days of a notice in writing from the Sublandlord that it is in breach thereof; or,
- ii. if, in accordance with the provisions of the Head Lease, the Head Lease is terminated by either the Head Landlord or the Sublandlord then the Sublease shall also be terminated.

The Subtenant may terminate the Sublease upon three (3) months' written notice if it intends to or has ceased to use the Premises for the Permitted Use.

No compensation will be payable by either party in the event of early termination.

(s) Additional Lease Terms:

All additional terms and conditions and any variations of the foregoing terms as may be required by the Sublandlord's Director of Legal Services and the Director of Real Estate Services in consultation with the Managing Director, Social Policy and Projects Division.

4. NET LEASE

The Sublease shall be completely net to the Sublandlord. Any amount or obligation that is not expressly stated in this Offer or in the Sublease to be the Sublandlord's responsibility, and whether or not contemplated at the execution of the Offer or the Sublease, will be the Subtenant's responsibility.

5. POSSESSION - *Intentionally deleted*

6. PARKING

The Subtenant shall be permitted to use six (6) underground parking spaces located at the P1 and P2 levels of the building, currently designated with stall numbers:

- P1: 109; 128; 129; 145; 148; and,
- P2: 252

7. PERMITS

The Subtenant shall be solely responsible for obtaining all necessary permits required to operate its business on the Premises, and to carry out any Alterations (as defined in the Sublease) of the Premises.

8. SUBLANDLORD'S REMEDIES

If the Subtenant is in default under this Offer, the Sublandlord may terminate this Offer on ten (10) calendar days' written notice.

9. SUBLANDLORD'S CONDITION

This Offer is subject to the following condition precedent (the "Sublandlord's Condition"):

- (a) All necessary senior management and Vancouver City Council ("Council") approvals having been obtained, including:
- (i) Council passing a resolution by October 31, 2020 to approve the Subtenant as the not-for-profit tenant of the Premises;
  - (ii) Council passing a resolution by October 31, 2020 approving the Offer, and authorizing the Director of Real Estate Services to negotiate and

execute the Sublease with the Subtenant in accordance with the terms of the Offer.

The Sublandlord's Condition is for the sole benefit of the Sublandlord and must be satisfied or waived unilaterally by the Sublandlord in writing to the Subtenant on or before October 31, 2020, failing which this Offer shall be null and void and of no force or effect and the Subtenant shall have no recourse against the Sublandlord for any damages.

10. MUTUAL CONDITION - *Intentionally deleted*

11. CONFLICTS/SURVIVAL

If the terms of the Standard Lease are contrary to the terms and conditions of this Offer, then the terms of this Offer shall govern.

Upon full execution and delivery of the Sublease, the provisions of this Offer will survive to the extent that they are not inconsistent with the terms of the Sublease provided that in the event of any contradiction between the terms of this Offer and the Sublease, the terms of the Sublease shall supersede.

12. BINDING OFFER TO LEASE

Execution and delivery of this Offer by the parties will constitute a binding and enforceable contract, subject only to satisfaction or waiver of the Sublandlord's Condition.

If not executed by the Sublandlord, this Offer is null and void without any further formality, notice, delay or recourse by any party and regardless of any facts or expenditures by the Sublandlord or the Subtenant.

After satisfaction of the Sublandlord's Condition, the Sublandlord will deliver to the Subtenant the Sublease in its final form incorporating the provisions of this Offer. The Sublease shall be executed by the Subtenant and delivered to the Sublandlord within six (6) months of the Subtenant receiving the same from the Sublandlord unless the parties otherwise agree. If the Subtenant fails to execute the Sublease within the stipulated time period for execution, then the Subtenant shall be deemed to have executed the same and shall be bound by the provisions of the Standard Lease and shall be deemed to hold the Premises in accordance therewith, provided however, the Subtenant shall still be obligated to execute and deliver the Sublease to the Sublandlord forthwith upon demand, and such failure to execute the Sublease shall be a breach of covenant by the Subtenant to which the default provisions of the Standard Lease shall apply.

13. COMMISSIONS OR FINDER'S FEES

The Subtenant shall be solely responsible for any brokerage commissions or finder's fees concerning this lease transaction.

14. TIME OF THE ESSENCE

Time is of the essence of this Offer and each part of it.

15. NO REPRESENTATIONS

There are no representations, warranties or other agreements in any way related to this Offer except those expressly stated herein.

16. NOT ASSIGNABLE

This Offer or any interest resulting from this Offer will not be assignable or transferrable by the Subtenant in any manner whatsoever.

17. REGISTRATION

The Subtenant will not be entitled to register this Offer or the Sublease or any interest under them.

18. INDEPENDENT LEGAL ADVICE

The Subtenant acknowledges that it has been advised to, and has been given the opportunity to, obtain independent legal advice, and that it is entering into this Offer with full knowledge and understanding of the contents hereof, including the Standard Lease.

19. NOTICE

Any notice or other communication required or permitted to be given under this Offer will be in writing unless otherwise specified and will be effectively given if hand-delivered or emailed to each party's address or email address for notice specified below, or to such other address or email address as a party may specify by notice as set out above.

Any notice or other communication will be deemed to have been received, if hand-delivered or sent by email before 4:00pm, on the day of delivery or transmission if it is a business day and otherwise on the next business day.

20. COUNTERPARTS

This Offer may be executed in one or more counterparts and delivered by email.

- Remainder of page left intentionally blank -

21. ACCEPTANCE

This Offer is open for acceptance by the Sublandlord until 3:00 p.m. (PDT) on September 22, 2020, after which date, if not accepted, it shall become null and void.

Offered by the Subtenant this 20 day of August, 2020.

COMMUNITY LEGAL ASSISTANCE SOCIETY

Per:



\_\_\_\_\_  
Authorized Signatory

Jacqui Mendes, Executive Director  
Print Name and Title

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name and Title

Address for notice to the Subtenant:

#300 - 1140 West Pender Street  
Vancouver, B.C. V6E 4G1  
Email: jmendes@clasbc.net

-----  
Accepted by the Sublandlord this 20<sup>th</sup> day of Aug, 2020.

CITY OF VANCOUVER

Per:

  
\_\_\_\_\_  
Authorized Signatory

**ANDREW NEWMAN**  
Real Estate Services  
ASSOCIATE DIRECTOR  
\_\_\_\_\_  
Print Name and Title

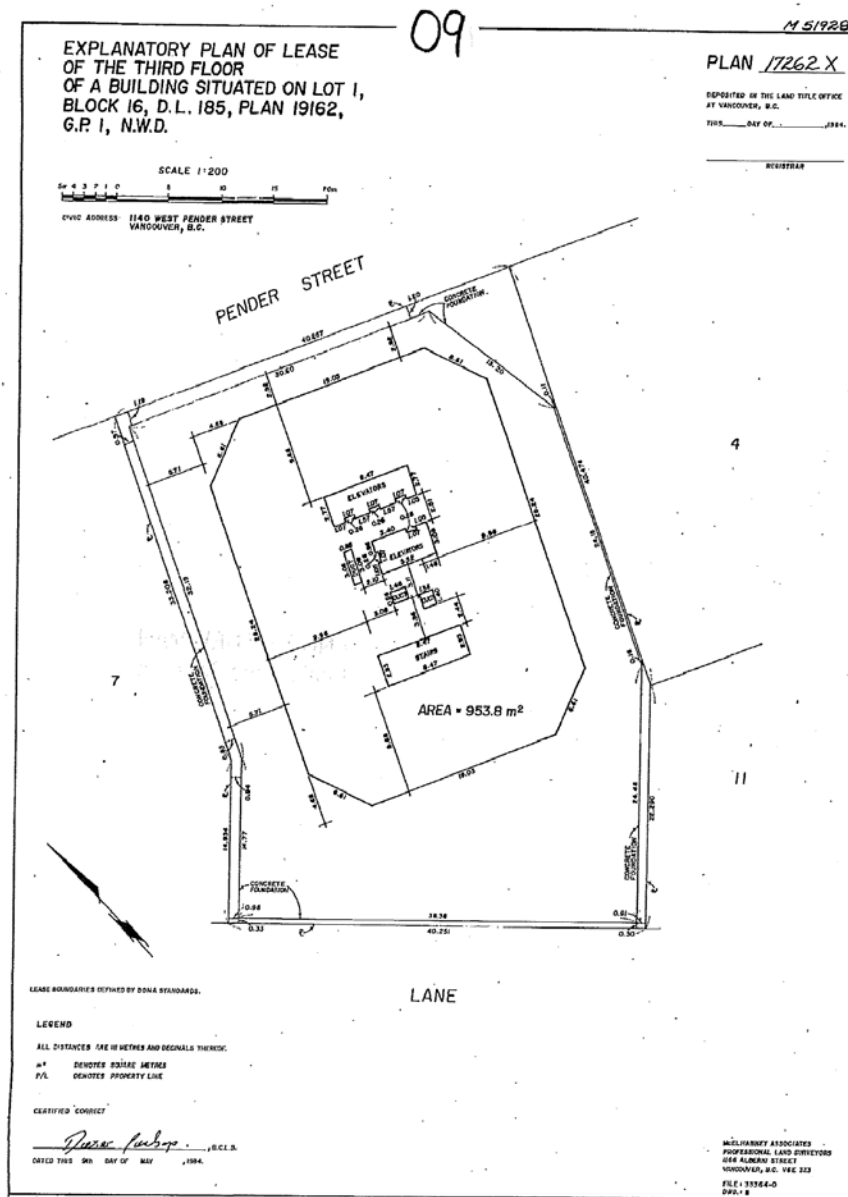
Address for notice to the Sublandlord:

453 West 12th Avenue  
Vancouver, B.C. V5Y 1V4  
Attention: Director of Real Estate Services  
Email: jerry.evans@vancouver.ca

Schedules:

- Schedule A: Plan of Premises
- Schedule B: Form of Public Service Requirements - Social Facility
- Schedule C: Occasional Third Party Use Policy

SCHEDULE "A" of OFFER  
PLAN OF PREMISES



SCHEDULE "B" of OFFER  
FORM OF PUBLIC SERVICE REQUIREMENTS - Social Facility

SCHEDULE \_\_\_\_  
PUBLIC SERVICE REQUIREMENTS

This Schedule \_\_\_\_ forms part of the Agreement made as of \_\_\_\_\_ 20\_\_, between the City of Vancouver (the "Sublandlord") and Community Legal Assistance Society (the "Subtenant"). A breach of the requirements of this Schedule will constitute a breach under Section \_\_\_\_ of the Agreement.

**DOUBLE CLICK TO POPULATE DOCUMENT WITH ABOVE FIELDS**

1. Sublandlord's Requirements:

The Sublandlord requires that the Premises be used and occupied in accordance with the following:

*City staff:  
Please fill in  
this section.  
Include an  
excerpt or  
summary from  
the Council  
Report  
authorizing  
the  
Agreement  
with the  
Subtenant.*

(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\_\_):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specifically, the following public benefits must be provided by the Subtenant in the Premises:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*City staff to  
complete this  
section in  
point form to  
summarize the  
benefits for  
the residents*

(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) Accessibility and Inclusion: the Subtenant 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 Subtenant's policies, practices and programs except in instances where the exclusion of some group is required for another group to be effectively targeted.

ii) Financial Management: the Subtenant will demonstrate sound financial planning and management practices to sustain current and longer-term programing and operation of the Premises.



- iii) Leadership: the Subtenant 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 Subtenant'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.
- iv) Alignment with the City of Vancouver's Mission and Values: the Subtenant'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 Sublandlord and if so amended, the Sublandlord will notify the Subtenant in writing of such amendments and will include a copy of same and the Subtenant will abide by such amended principles as though they were originally contained herein;

*This section is to be completed by City staff. It will build on the general use in the Agreement by setting out in*

- (c) only for the purpose set out in Section \_\_\_\_ of the Agreement and specifically:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(collectively, the "Sublandlord's Requirements").

## 2. Subtenant's Acknowledgement, Representations and Covenants

- (a) Acknowledgement: the Subtenant acknowledges that the Sublandlord has been authorized by Vancouver City Council to sublease the Premises, for the public benefit, to the Subtenant in its capacity as a non-profit public-service organization that meets the Sublandlord's Requirements, and that the Sublandlord has relied on the Subtenant's representations and covenants hereinafter set out, in determining that the Subtenant is an appropriate tenant for the Premises.

- (b) Representations: the Subtenant represents that its Mission, Vision and Mandate are as follows:

Mission:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Vision:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mandate:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Sublandlord acknowledges that the Subtenant'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 Subtenant's Mission, Vision and Mandate from time to time. The Subtenant will notify the Sublandlord immediately of any such revisions, and such revisions will be permissible, PROVIDED that the Subtenant, in the Sublandlord's sole discretion, continues to be a non-profit, public-service organization, and the Subtenant's use of the Premises continues to be a Permitted Use that meets the Sublandlord's Requirements.

- (c) **Covenants:** throughout the Term of the Agreement, the Subtenant covenants that it will consistently, actively and rigorously implement, promote, advance and fulfil the Sublandlord's Requirements and its Mission, Vision and Mandate through its use of the Premises.

The Subtenant will fulfill its Mission in the following way(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Subtenant will fulfill its Vision in the following ways(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Subtenant will fulfill its Mandate in the following way(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Reporting and Monitoring**

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

The Sublandlord's current reporting requirements are as follows:

ANNUAL REPORTING:

- (a) the name and contact information of the key persons for the Subtenant at the Premises;
- (b) a current list of directors and officers of the Subtenant including their terms, positions and affiliations;
- (c) financial statements of the Subtenant, including at a minimum a statement of income and expenses for the Premises, for the most recently available fiscal year independently prepared at the Subtenant'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 Subtenant's obligations under the Agreement, in a form acceptable to the Sublandlord, which must have first been approved by the directors of the Subtenant;
- (e) a summary of activities for the past fiscal year demonstrating how the Subtenant has implemented its Mission, Vision and Mandate through its use of the Premises and complied with the Sublandlord's Requirements;
- (f) a summary of activities at the Premises for the past fiscal year demonstrating how the Subtenant has complied with the Maintenance Plan, should such plan be required by the Sublandlord;
- (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:

If required by the Sublandlord, the Subtenant shall submit an annual maintenance plan as outlined in the Agreement in Section \_\_\_\_\_.

The Subtenant 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 Sublandlord's discretion, the Subtenant 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 Sublandlord will review whether the Subtenant has met the Sublandlord's Requirements.

4. AMENDMENTS

The Subtenant 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.

**DOUBLE CLICK TO DELETE ALL HELP TEXT**

**SCHEDULE "C" of OFFER**

**OCCASIONAL THIRD PARTY USE POLICY**

This Occasional Third Party Use Policy (the "Policy") forms part of the Agreement made as of \_\_\_\_\_, 20\_\_\_\_ between the CITY OF VANCOUVER, as the Sublandlord, and COMMUNITY LEGAL ASSISTANCE SOCIETY, as the Subtenant, regarding #300 - 1140 West Pender Street, Vancouver (the "Premises").

**1. Purpose of Policy**

The purpose of this Policy is to provide for occasional use of the Premises by third parties at various times in order to generate earned revenues which will assist the Subtenant in supporting its operations.

**2. Amendments**

This Policy shall not be amended unless the Sublandlord and the Subtenant agree to any amendment in writing.

**3. Subtenant Liable for Actions of Third Parties**

Without limiting anything else contained in the Agreement, the Subtenant shall at all times be fully responsible for the actions of any third party that the Subtenant permits to use the Premises. If those actions result in any damage or loss to the Premises or if the Sublandlord sustains any loss of any kind due in whole or in part to such actions, the Subtenant shall repair the damage or loss to the Sublandlord's satisfaction and shall indemnify the Sublandlord for any loss it might sustain due in whole or in part to such actions.

The Subtenant shall ensure that the Subtenant's insurance is adequate to protect the Subtenant for the actions of third parties.

**4. Use by Third Parties**

Any use by third parties of all or any portion of the Premises shall:

- (a) not be a subletting but shall only be a license to use on the terms set out in the Rental Agreement (hereinafter defined);
- (b) be appropriate to and support and not detract from the Public Service Requirements; and
- (c) be no longer than sixty (60) consecutive days, except with the prior approval of the Sublandlord, not to be unreasonably withheld except that the Sublandlord may arbitrarily withhold consent if the use is to be longer than one hundred and twenty (120) consecutive days.

**5. Rental Agreement**

Before the Subtenant permits a third party to use all or any portion of the Premises, the Subtenant shall enter into a written agreement with the third party (the "Rental Agreement"). At a minimum the Rental Agreement shall contain the following information and requirements:

- (a) the full and correct legal name, address, contact name and telephone number of the third party;
- (b) identification of which area(s) of the Premises is/are to be used by the third party;
- (c) the purpose for which the area(a) is/are to be used by the third party;
- (d) the amount of the fee being paid by the third party including the amount of the deposit, if any;
- (e) the duration of the Rental Agreement;
- (f) proposed additional janitorial and security arrangements if such additional arrangements seem reasonably necessary in view of the proposed use; and
- (g) an obligation on the third party to comply with all federal, provincial or civic statutes, by-laws, regulations and orders in force at the time of execution of the Rental Agreement or thereafter relating to the Premises and the third party's use of the Premises.

**6. No Occupation by Third Party Until Certain Conditions Met**

The Subtenant shall not permit any third party to occupy all or any portion of the Premises unless:

- (a) the third party has executed the Rental Agreement; and
- (b) the third party has satisfied all the preconditions set out in the Rental Agreement.

**7. Policy Part of Agreement**

As this Policy forms part of the Agreement, default by the Subtenant in its obligations enumerated in this Policy is default under the Agreement.