



## REPORT

Report Date: September 8, 2020  
Contact: Mary Clare Zak  
Contact No.: 604.871.6643  
RTS No.: 14040  
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: Modification of Lease for Supporting Women's Alternatives Network (SWAN Vancouver) Society, and Lease for RainCity Housing and Support Society for Overdose Prevention Site, both at 1101 Seymour Street

### **RECOMMENDATION**

- A. THAT Council authorize the Director of Real Estate Services to negotiate and execute the modification of an existing lease (the "SWAN Lease") with Supporting Women's Alternatives Network (SWAN Vancouver) Society ("SWAN") for premises located on the 1st floor at #101 - 1101 Seymour Street (the "Leased Premises"), to incorporate any required changes to the SWAN Lease to effect the following modifications:
- i. Removing the current 1<sup>st</sup> floor unit 101 (580 square feet of exclusive use area) from the Leased Premises, and replacing it with unit 325 on the 3<sup>rd</sup> floor (1,654 square feet of exclusive use area), as shown on Appendix A, thereby increasing the total exclusive use area of the Leased Premises by 1,074 square feet for a new total of 1,654 square feet. The increased floor area results in a commensurate increase in the amount payable at the current rate as "Building Operating Costs" as provided for in Sections 1.08 and 1.09 of the SWAN Lease (from currently \$4,930/annum to \$14,059/annum, plus applicable sales taxes);
  - ii. The modification of lease (the "Modification"), including for clarity the increase to Building Operating Costs referenced in Recommendation A.i above, shall take effect on November 1, 2020 (the "Effective Date"). SWAN shall be permitted early possession of the new location of the Leased Premises beginning October 16, 2020, to accommodate the move and transition of operations by SWAN from their current unit 101; and,

- iii. The Modification shall incorporate any changes to the SWAN Lease as deemed necessary to effect the provisions as set out in this Recommendation A, but shall otherwise be on the same terms and conditions set out in the SWAN Lease, and upon such other terms and conditions to the satisfaction of the Director of Legal Services in consultation with the General Manager of Real Estate and Facilities Management and the General Manager of Arts, Culture, and Community Services;

FURTHER THAT as the rent for the additional floor area to be included in the Leased Premises will be below the applicable market rate and includes rent-in-lieu of property taxes, Recommendation A constitutes a grant valued at approximately \$42,423 per annum for the incremental floor area of 1,074 sq ft, and approximately \$65,333 per annum for the new total floor area of 1,654 sq ft, based on the current year of the Term.

- B. THAT Council approve the following non-profit organization to occupy and operate #101 – 1101 Seymour Street, being a 580 square foot portion on the 1<sup>st</sup> floor of the social service centre (the "Centre") at 1101 Seymour Street, legally described as *Parcel Identifier: 029-321-808; Lot 1 Block 93 Plan EPP40740 District Lot 541 NWD Group 1* (the "Property"):

RainCity Housing and Support Society ("RainCity").

- C. THAT Council authorize the Director of Real Estate Services to negotiate and execute a lease agreement with RainCity for #101 – 1101 Seymour Street (the "RainCity Lease"). The RainCity Lease shall be based on the City's Precedent Lease for Non-profit Entities (Cultural/Social), on the following terms and conditions, 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: One year and 5 months commencing November 1, 2020, plus one renewal option for a further two (2) years;
- ii. Rent and Operating Costs: Total Rent of \$18,096 per annum, inclusive of payment in lieu of property taxes, plus applicable sales taxes;

As the total rent is below the applicable market rate, Recommendation C ii. represents a grant valued at approximately \$9,744 per annum, based on the first year of the term.

- D. THAT no legal rights or obligations be created or arise by Council's adoption of Recommendations A, B and C unless and until the Modification and the RainCity Lease have been executed and delivered by the respective parties.

Recommendations A and C authorize grants and require 2/3 affirmative votes of all Council members, per the Vancouver Charter S.206 (1).

## **REPORT SUMMARY**

This report is recommending that a larger space (unit 325, 1,654 sq ft) on the 3<sup>rd</sup> floor of 1101 Seymour Street, formerly occupied by Aunt Leah's Lifeskills Society ("Aunt Leah's Place"), be leased to SWAN beginning November 1, 2020, at the same rate per square foot as they are currently paying for their existing 580 sq ft 1<sup>st</sup> floor premises (unit 101). The report is also recommending that the same unit 101 that is currently leased to SWAN, be leased to RainCity Housing beginning November 1, 2020, to serve as a location for an overdose prevention site.

## **COUNCIL AUTHORITY/PREVIOUS DECISIONS**

At Public Hearing held May 15, 2013, Council approved on-site facilities as Community Amenity Contributions at 1107 (now 1101 and 1105) Seymour Street from two rezonings:

- 1107 Seymour Street (RTS 9952, report date April 15, 2013)
- 1300-1320 Richards Street (RTS 9953, report date April 15, 2013)

On September 20, 2016 (RTS 11605), Council approved leases to Positive Living BC ("PLBC") and AIDS Vancouver ("AV") for several areas on floors 1 to 4 of 1101 Seymour Street, a portion of which included 3,383 sq ft of the 3<sup>rd</sup> floor leased to PLBC.

On September 20, 2017 (RTS 12139), Council approved the Lease to Aunt Leah's Independent Lifeskills Society for a 1,654 square foot premises on the 3<sup>rd</sup> floor at 1101 Seymour Street (unit 325).

In December 2018, Council approved over 30 recommendations in the Mayor's Overdose Emergency Task Force Report, including immediate actions in the areas of harm reduction, overdose prevention, and collective action for change.

On March 31, 2020 (RTS 13740), Council approved the Modification of Lease for AV occupancy on the 4<sup>th</sup> Floor of 1101 Seymour Street, having been recently vacated by PLBC.

On July 7, 2020 (RTS 13907), Council approved the Modification of Lease for Aunt Leah's Place for a larger portion (3,383, sq ft) on the 3<sup>rd</sup> Floor of 1101 Seymour Street, having been recently vacated by PLBC.

Leases that are provided at less than market rent are considered equivalent to a grant to the society and therefore require approval by eight affirmative votes of Council per section 206 (1) of the Vancouver Charter. Both SWAN and RainCity Housing are registered charities so Council has authority to approve this grant pursuant to Section 206 (1) (a) of the Vancouver Charter.

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

The City Manager recommends approval of the foregoing.

## **REPORT**

### ***Background/Context***

Built in 2017, 1101/1105 Seymour Street is a 15 storey City-owned facility achieved through a community amenity contribution (CAC). It includes the first 4 floors of social service centre space (1101 Seymour Street), with 81 units of non-market rental housing above (1105 Seymour Street). In 2016 and 2017, Council approved leases with the following four tenants in the social service centre: Positive Living British Columbia, serving people with HIV/AIDS; AIDS Vancouver, (AV) serving people with HIV/AIDS; SWAN Vancouver, serving sex workers; and Aunt Leah's Place, serving youth in foster care.

In January, 2020, PLBC notified the City of its intention to shut down its operations as of March 31, 2020 due to significantly decreased funding support, and its lease with the City was then terminated. PLBC had occupied over half of the space within the facility (9,250 sq ft of 16,267). With PLBC's departure, three tenants remain in the social service centre – SWAN; Aunt Leah's Place; and AV.

Until recently, AV occupied the entire 2<sup>nd</sup> floor, except for the PLBC meeting room, and continues to occupy a unit on the 1<sup>st</sup> floor for a food bank and grocery delivery service. After analysing their expanded services and related space needs, AV concluded the 4<sup>th</sup> floor would be better suited to their operational needs. City staff supported their move and on March 31, 2020 Council approved an amended lease (RTS 13740). Tenant improvements to the 4<sup>th</sup> floor are now complete and AV will be moving there by October 1, 2020.

Aunt Leah's Place also underwent an assessment of their evolving program needs and concluded they also required a larger space to support their operation. City Staff supported their move to the larger portion of the 3<sup>rd</sup> floor and on July 7, 2020 Council subsequently approved an amended lease (RTS 13907). Similarly, SWAN recently notified the City that they too would benefit from a larger space to address their operational needs. City staff support SWAN's move to the 3<sup>rd</sup> floor unit (#325) that has been vacated by Aunt Leah's Place.

### ***Creating Space for Overdose Prevention Services***

In April 2016, following a significant increase in opioid-related overdose deaths from drug poisoning, a public health emergency was declared in BC. During the COVID-19 pandemic, overdose death rates in Vancouver and BC have increased, counteracting progress in reducing deaths in 2019. From January 1 to July 31, 2020, the BC Coroners Service reported 223 overdose deaths in the City of Vancouver. In May, June and July 2020 more than 170 deaths across BC, were recorded; the highest since the onset of the pandemic. Our current climate is now shaped by dual public health emergencies: the ongoing overdose crisis, and the COVID-19 pandemic. The increase of overdose deaths is due to a number of factors, including social isolation and an increase in the toxicity of the illegal drug supply.

City staff have been working to implement over 31 actions from the *Mayor's Overdose Emergency Task Force*, approved in 2018. In partnership with a range of frontline organizations including Vancouver Coastal Health ("VCH"), Indigenous partners and people with lived experience, Mayor and Council have advocated for changes to save lives. To create safer spaces and prevent overdose deaths, the City works in collaboration with Vancouver

VCH to support and advocate for a safe supply of drugs, and to support overdose prevention sites where there is supervised consumption, peer witnessing, and provision of harm reduction services.

The decline in overdose deaths prior to COVID-19 was seen in part due to the increase of overdose response and prevention services, including overdose prevention sites as well as take home naloxone kits and improved emergency response. This demonstrates the effectiveness and necessity of continuing to advocate and collaborate with partners for additional overdose prevention sites and services in underserved areas where people are at high risk for overdose and overdose death. Through implementing the Task Force recommendations, the City has taken actions such as advocating to senior government partners for increased funding to create additional overdose prevention sites and expand the hours for existing sites and services.

In recognition of the increased street activity in the Granville area that has arisen since the start of the pandemic, VCH and the City continue to work together to address the gap in harm reduction and overdose prevention services in the neighbourhood. The people who use in the Granville area represent a different demographic than in the Downtown Eastside, where most overdose prevention services are currently located. VCH has identified the need for another overdose response service in this neighbourhood that will provide people who are addicted to illicit drugs with a safe and life-saving space to use and access to other social supports. Working with VCH to create an additional overdose prevention site in the Granville area is therefore in alignment with the work of the Mayor's Overdose Emergency Task Force and is a potentially effective initiative for preventing overdose deaths, increasing access to services, treatment and safe supply.

### ***Strategic Analysis***

Vancouver is home to social nonprofit organizations that provide valuable community programs and services. However, the sector faces significant facility challenges such as affordability, aging facilities, and inappropriately designed space, limiting their ability to focus resources on the communities that they serve. As such, City support for securing multi-tenant, flexibly-designed, affordable, and accessible space is essential for retaining non-profits within Vancouver.

### ***SWAN - Lease Modification***

Many immigrant and migrant sex workers experience intersecting social and structural inequities such as gender, economic marginalization, language barriers, discrimination, and racialization. SWAN is the only Vancouver-based sex work organization that focusses solely on indoor sex work with some of the most marginalized women, including newcomer, migrant, immigrant, and transgender women. SWAN advocates for sex worker's rights by providing advocacy and services for over 500 women through their outreach services and drop-in centres. SWAN employs a multilingual and multicultural outreach team to improve access to essential health and social services and reduce conditions of isolation for a population of sex workers who have been historically underserved. The City and Vancouver Police Department work closely with SWAN as partners to ensure the dignity, safety, and health of indoor sex workers.

SWAN has indicated that a larger space on the 3<sup>rd</sup> floor will better support their operations by providing partitioned space for privacy considerations, a kitchenette for peer gathering, and more space for staff expansion. Based on SWAN's space needs analysis, review of financial statements, and written approval received from their Board (letter attached as Appendix B), City staff support their move to the 3<sup>rd</sup> floor unit 325.

The SWAN Lease commenced on October 1, 2017 for a 5 year term, with one 5 year renewal option. SWAN currently occupies a total of 580 square feet being unit 101 on the 1<sup>st</sup> floor. The proposed space on the 3<sup>rd</sup> floor (unit 325) is 1,654 square feet. The difference in floor area between the two units is 1,074 square feet. Under their lease, SWAN pays Building Operating Costs equivalent to a rate of \$8.50 per square foot per annum, and it is recommended that the same rate also be applied for the incremental 1,074 square feet it will occupy on the 3<sup>rd</sup> floor.

### ***Lease to RainCity Housing for Overdose Prevention Services***

Since summer of 2020, mobile overdose prevention services have been operating near 1101 Seymour and it has been identified by RainCity Housing and VCH that this is a suitable location to meet the demand for services in the Granville corridor and West End. A more permanent, indoor location on the 1st floor of 1101 Seymour will better enable service delivery for those near the area (letter from Board attached as Appendix C).

RainCity Housing and Support Society is a non-profit organization, established in 1982, that provides a range of housing and supports to over 2,000 people throughout British Columbia's Lower Mainland. RainCity currently delivers overdose prevention services from St Paul's Hospital, but is seeking a more permanent, indoor location from which to offer services. RainCity's overdose prevention services include: providing a place where a person can be safely monitored while using drugs and treated immediately if they overdose; drug testing; providing harm reduction supplies and education; and giving referrals to health services, addictions services, and other social supports. RainCity Housing consistently demonstrates a strong ability to work positively with the people they house, people who use drugs, and within neighbourhoods.

Staff support leasing the 580 square foot 1st floor unit 101, currently occupied by SWAN, to RainCity Housing for the purposes of delivering overdose prevention services. Staff recommend lease terms that align with AV and former tenant PLBC, including rent at a below market rate of \$31.20/sq ft. A subsidized non-profit rate is recommended in order to support delivery of critically needed crisis response services that align with the Mayor's Overdose Emergency Task Force Report recommendations.

The RainCity Lease will include a Service Level Agreement ("SLA") that delineates the City's and tenant's responsibilities around building maintenance, repair, replacement and operating costs. The SLA for RainCity will be consistent with those of the other non-profit organizations in the building.

The service obligations of RainCity will be detailed in a schedule of the lease 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 (template PSR schedule attached as

Appendix D). These requirements will be regularly reviewed by Social Policy and Projects staff to ensure that quality programming is maintained.

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

The closure of PLBC and the subsequent moves of AV from the 2<sup>nd</sup> floor to the 4<sup>th</sup> floor, Aunt Leah's Place to a larger area on the 3<sup>rd</sup> floor, SWAN to the 3<sup>rd</sup> floor, and RainCity in the 1<sup>st</sup> floor storefront space will result in the entire 2<sup>nd</sup> floor of 1101 Seymour becoming vacant by November 2020. Social Policy and Projects will initiate a request for proposals process as soon as is practicable, seeking social non-profits who are fulfilling Council objectives to occupy the remaining vacant space. Staff are also exploring potential new operators for the dental service currently in a small unit on the 1<sup>st</sup> floor (unit 141), formerly under the PLBC lease. If a suitable operator cannot be found, staff will seek a non-profit who can use the dental clinic space to achieve other Council objectives, either as part of the request for proposals for the 2<sup>nd</sup> floor, or separately. Staff will bring recommendations for non-profit operators to Council for approval at a future Council meeting.

### ***Financial***

#### **SWAN:**

For SWAN, the increased floor area from 580 sq ft to 1,654 sq ft and resulting modification to the SWAN Lease will result in an increase to SWAN of \$9,129 per annum in Building Operating Costs, from the current \$4,930 per annum to a total of \$14,059 per annum, starting November 1, 2020. A review of their prior year financial statements indicates that SWAN will be able to support the added costs related to the increased floor area in the amended lease.

Should Council approve Recommendation A, the proposed rent (being the Building Operating Costs) represents a grant to SWAN of approximately \$42,423 per annum for the incremental floor area of 1,074 sq ft, and approximately \$65,333 per annum for the new total floor area of 1,654 sq ft, based on the current year of the Term.

#### **RainCity:**

Should Council approve Recommendation C, the proposed total rent for the 580 sq ft 1<sup>st</sup> floor premises (unit 101) of \$18,096/annum inclusive of payment in lieu of property taxes, is at a subsidized below market rate (\$31.20/sq ft), and represents a grant to RainCity of \$9,744 per annum.

### ***Legal***

Staff has the authority to approve the move by SWAN to the larger space on the 3<sup>rd</sup> floor. Since the proposed rent to be charged for the 1,074 additional square feet on the 3<sup>rd</sup> floor is below market rent and hence constitutes a grant, Council approval is required.

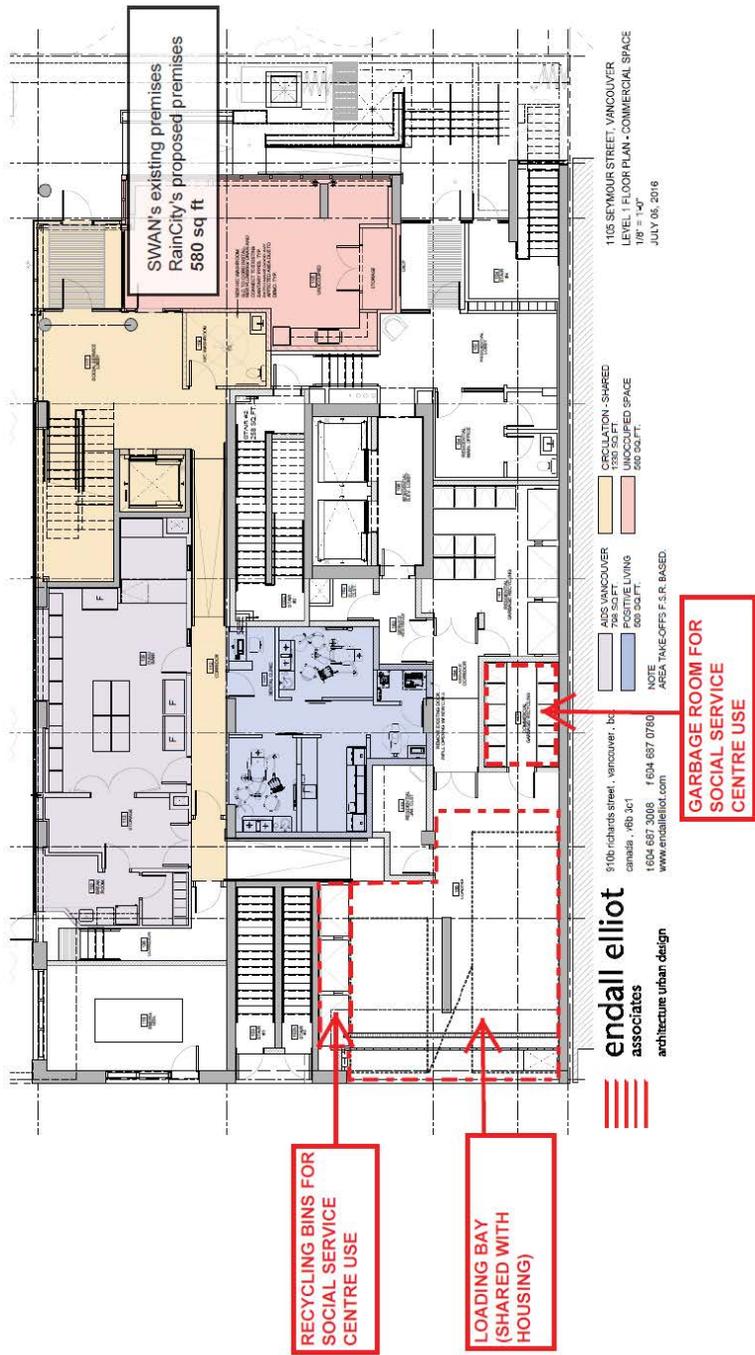
The proposed changes to the SWAN Lease as provided in Recommendation A, if approved, will be instituted via a modification to the lease.

Real Estate and Facilities Management and Social Policy and Projects will instruct Legal Services to prepare the RainCity Lease based on the City's Precedent Lease for Non-profit Entities (Cultural/Social), and on terms consistent with Recommendation C. 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 proposed relocation of SWAN to a larger space within the building will provide an effective and affordable space for the delivery of vital services to immigrant women engaged in indoor sex work. Further, the proposed lease to RainCity will offer a safe and accessible space from which to deliver life-saving overdose prevention and harm reduction services in order to help address the ongoing overdose crisis.

\* \* \* \* \*



RECYCLING BINS FOR  
SOCIAL SERVICE  
CENTRE USE

LOADING BAY  
(SHARED WITH  
HOUSING)

GARBAGE ROOM FOR  
SOCIAL SERVICE  
CENTRE USE

116 SEYMOUR STREET, VANCOUVER  
LEVEL 1 FLOOR PLAN - COMMERCIAL SPACE  
N/P = 1/4"  
JULY 05, 2016

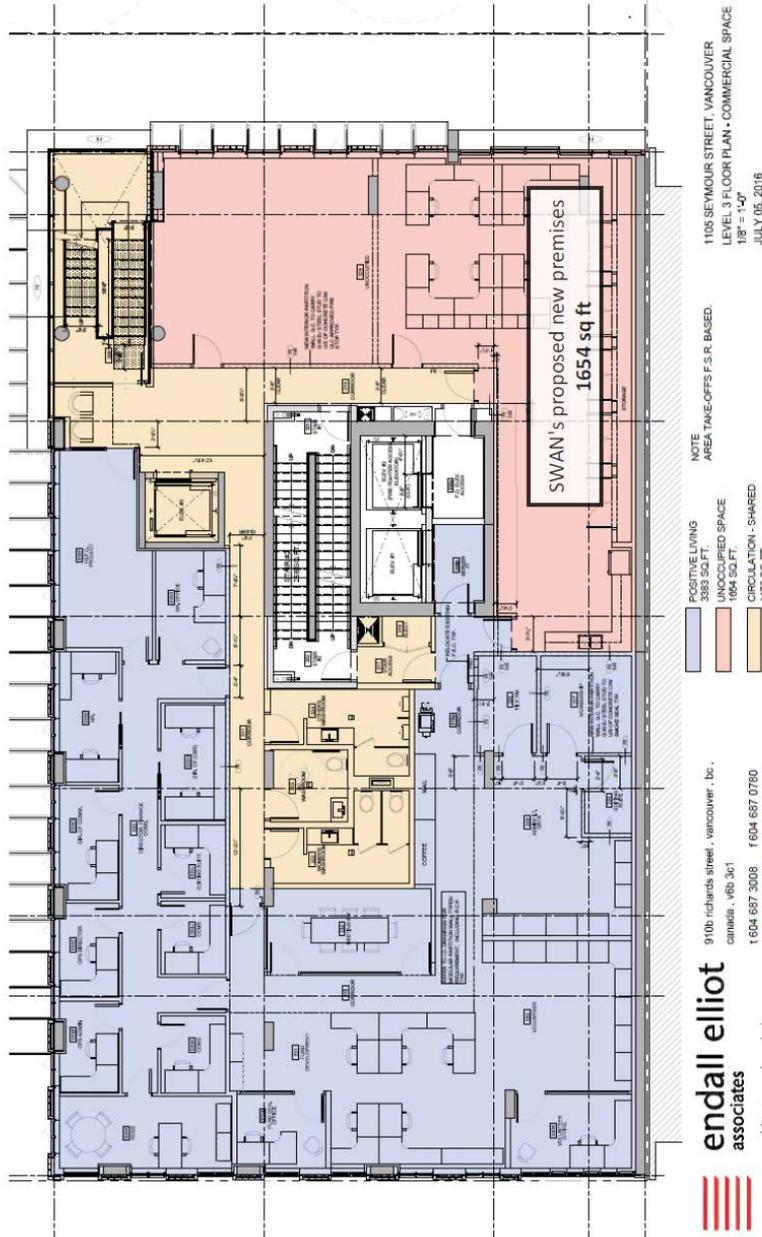
ASSOCIATION - SHRED  
650 SQ. FT.  
UNOCCUPIED SPACE  
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3 September 2020

City of Vancouver  
Social Policy & Projects

ATTN: Andrea Cornborough

RE: Lease Modification  
for Supporting Women's Alternatives Network (SWAN) Vancouver Society at 1101 Seymour Street

Dear Andrea,

In support of the formal request submitted to you by SWAN's Executive Director Alison Clancey, this letter confirms that SWAN's Board of Directors is both aware and supportive of the organization's onsite relocation from its current suite (#101) to the larger suite that has been requested (#325).

The open-concept layout of SWAN's current space does not allow for privacy that is essential to the client care and case work SWAN staff engage in, which often includes emotional support provision to women who have experienced violence.

As the only organization in Western Canada providing low-barrier, sex-work-centered and rights-based supports and advocacy to im/migrant women, SWAN has also undergone rapid and significant growth in recent years, with the addition of more programs, projects and a marked increase in staffing numbers (from two in 2016 to six presently, with minimally one more hire underway to date). Relocation to the larger space will effectively address privacy concerns while also addressing the organization's practical need for more square footage due to the increases in programming and staff.

We thank the City of Vancouver for the valuable partnership we share, and for its ongoing supports, which allow SWAN to continue to drive forward its unique vision, mission and work.

Yours Sincerely,



Jackie Wong, Board Chair  
SWAN Vancouver Board of Directors





a home for every person

September 17, 2020

Andrea Cornborough  
City of Vancouver  
Social Policy and Projects  
[Andrea.cornborough@vancouver.ca](mailto:Andrea.cornborough@vancouver.ca)

**Re: RainCity Housing's lease of space at 1101 Seymour Street**

Dear Andrea,

This letter is to confirm that RainCity's Board of Directors supports the proposed lease agreement between the City of Vancouver for operations of the Thomus Donaghy Overdose Prevention Site (OPS) at 1101 Seymour Street.

We would like to thank the City of Vancouver for their offer of partnership in this essential service. This new location will allow the Thomas Donaghy OPS to continue to offer life-saving service to the residents of the West End and Granville corridor while increasing physical accessibility and overall safety for service recipients and program staff.

Respectfully,

Board Chair  
Jennifer Cudlipp

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

This Schedule \_\_\_\_ forms part of the Agreement made as of \_\_\_\_\_ 20\_\_, between the City of Vancouver (the "Landlord") and \_\_\_\_\_ (the "Tenant"). A breach of the requirements of this Schedule will constitute a breach under Section \_\_\_\_ 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\_\_):

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

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

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

(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 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.
- ii) Financial Management: the Tenant will demonstrate sound financial planning and management practices to sustain current and longer-term programing and operation of the Premises.
- iii) Leadership: the Tenant will have sound management in place and an engaged board of directors, with the appropriate representation of

City staff: Please fill in this section. Include an excerpt or summary from the Council Report authorizing the Agreement with the Tenant. Explain what public benefit the City is seeking to provide by having this operator deliver this particular service in the Premises.

City staff to complete this section in point form to summarize the benefits for the residents of Vancouver provided by the Tenant's operation of the premises.

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.

- iv) 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;

*This section is to be completed by City staff. It will build on the general use in the Agreement by setting out in greater detail how the City requires the Premises to be used.*

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

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

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

- (a) Acknowledgement: 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 meets the Landlord's Requirements, and that the Landlord has relied on the Tenant's representations and covenants hereinafter set out, in determining that the Tenant is an appropriate tenant for the Premises.

- (b) Representations: 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 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) Covenants: 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 31<sup>st</sup>, 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 Maintenance Plan and 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 shall submit an annual maintenance plan as outlined in the Agreement in Section \_\_\_\_ and in the Service Level Agreement.

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.