



REPORT

Report Date: September 3, 2021
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Meeting Date: October 5, 2021
[Submit comments to Council](#)

TO: Vancouver City Council

FROM: General Manager of Arts, Culture and Community Services in consultation with the General Manager, Real Estate and Facilities Management

SUBJECT: Appointment of Childcare Operators, Lease Approvals, and Approval of Childcare Grants

RECOMMENDATION

- A. THAT Council appoint the following non-profit organizations to be the operators for new licensed group childcare centres:
- i. Association of Neighbourhood Houses of British Columbia (“ANHBC”) to be the non-profit operator for the new licensed group child care centre that will be co-located on the rooftop level of the new building to be built as a seismic replacement of the existing Eric Hamber Secondary School at 5025 Willow Street, legally described as: *PID 009-348-654; Block 897, District Lot 526, Plan 10770*, subject to the City being granted a long-term lease of the childcare facility by The Board of Education of School District No. 39 (Vancouver) (“VBE”);
 - ii. Vancouver Society of Children’s Centres (“VSOCC”) to be the non-profit operator for the new licensed group childcare centre to be located within a separate air space parcel to be owned by the City on the fifth floor of the new Oakridge Civic Centre located at 650 West 41st Avenue, legally described as: *PID 003-128-687; Lot 7, Block 892, District Lot 526, Group 1 New Westminster District Plan 20424 except Air Space Plan 20425 and Plan EPP85694*.
 - iii. Vancouver Society of Children’s Centres (VSOCC) to be the non-profit operator for the new licensed group child care centre that will be co-located with a new social housing development and a school at the Coal Harbour School, Childcare & Affordable Housing project at 482 & 488

Broughton Street and 1380 West Hastings Street (the “Coal Harbour Project”) legally described as: *PID 031-325-017, Lot A of the Public Harbour of Burrard Inlet Group 1 New Westminster District Plan EPP104419.*

- B. THAT Council authorize the Director of Real Estate Services to negotiate and execute the following lease agreements for the three new licensed childcare centres with the non-profit operators recommended in Recommendation A:
- a. Sublease with ANHBC as the subtenant and childcare operator for the upcoming childcare facility at Eric Hamber Secondary School;
 - b. Lease with VSOCC as the tenant and childcare operator for the upcoming childcare facility at Oakridge Civic Centre; and
 - c. Lease with VSOCC as the tenant and childcare operator for the upcoming childcare facility at the Coal Harbour Project;

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:

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

Each renewal option is conditional upon the City being satisfied that ANHBC and VSOCC, respectively, 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.

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

Form of Lease: The sublease with ANHBC as the subtenant and childcare operator for Eric Hamber Secondary is to be based on the Precedent Childcare Sublease (VBE Lands) and includes a Service Level Agreement (Appendix B) in which the City provides support for the maintenance of all major building systems. The lease to VSOCC as the tenant and childcare operator at the new Oakridge Civic Centre and at the Coal Harbour Project are both to be based on the Precedent Childcare Lease (VSOCC), and each will include a Service Level Agreement (Appendices C and D) in which the City provides support for the maintenance of all major building systems.

For all sites, the rent under the leases will be below the applicable market rate and include payment in lieu of property taxes. Therefore, Recommendations B(a) to B(c) constitute grants valued at the estimated amounts listed below, based on the first year of each term:

- d. Sublease with ANHBC for the childcare facility at Eric Hamber Secondary constitutes a grant valued at approximately \$297,000 per annum;
 - e. Lease with VSOCC for the childcare facility at Oakridge Civic Centre constitutes a grant valued at approximately \$310,000 per annum; and
 - f. Lease with VSOCC for the childcare facility at the Coal Harbour Project constitutes a grant valued at approximately \$295,000 per annum.
- C. THAT Council approve the following one-time grants for operational start-up costs for the new licensed childcare facilities, to be disbursed over two years:
- a. Up to \$138,000 to ANHBC for the childcare facility at Eric Hamber Secondary School;
 - b. Up to \$138,000 to VSOCC for the childcare facility at Oakridge Civic Centre; and
 - c. Up to \$130,000 to VSOCC for the childcare facility at the Coal Harbour Project.

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

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 a new lease with Vancouver Society of Children's Centres ("VSOCC") to be the licensed non-profit operator and tenant at Bayshore Gardens Children's Centre at #200 - 581 Cardero Street, legally described as: *PID 026-647-575; Air Space Parcel 4 of the Public Harbour of Burrard Inlet Air Space Plan BCP23313*, on the following basic terms, and upon such other terms and conditions to the satisfaction of the Director of Real Estate Services, the Director of Legal Services, and the Managing Director of Social Policy and Projects:

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

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

Form of Lease: The lease to VSOCC as the tenant and operator of the Bayshore Gardens Children's Centre is to be based on the Precedent Childcare Lease (VSOCC) and includes a Service Level Agreement

(Appendix E) in which the City provides support for the maintenance of all major building systems.

As the rent under the lease for VSOCC will be below the applicable market rate and includes payment in lieu of property taxes, Recommendation D constitutes a grant valued at approximately \$168,000 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 approve the following annual allocations for maintenance of the below childcare facilities for the duration of the recommended lease terms, (5 years with two options to renew):
- a. Up to \$59,418 annually for the childcare facility at Eric Hamber Secondary;
 - b. Up to \$61,998 annually for the childcare facility at Oakridge Civic Centre;
 - c. Up to \$31,200 annually for the childcare facility at the Coal Harbour Project; and
 - d. Up to \$25,000 annually for the childcare facility at Bayshore Gardens.

Source of funds: Funding for facility maintenance will be considered as part of the annual operating budget process;

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

- F. THAT Council approve a one-time grant of \$25,000 to Hudson Child Care Society (HCCS) for organizational development work related to alignment with the childcare hub model, source of funds the 2021 Childcare Grants Budget.
- G. THAT Council authorize the General Manager, Arts, Culture and Community Services to negotiate and execute agreements to disperse the grants described in Recommendations C and F 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 B, C, D and F unless and until all legal documentation has been executed and delivered by the respective parties.

Recommendations B, C, D and F authorize a grant which require two-thirds affirmative votes of all Council members per section 206 (1) of the *Vancouver Charter*.

REPORT SUMMARY

The three new childcare facilities considered in this report represent a total of 203 new licensed spaces for children ages 0-4 years. This report recommends the following non-profit organizations to operate these new licensed childcare facilities:

- ANHBC to operate a 69 space centre at Eric Hamber Secondary;
- VSOCC to operate a 69 space centre at Oakridge Civic Centre and a 65 space centre at the Coal Harbour Project.

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 rates and include payment 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 \$406,000 in total to assist the recommended operators with the opening and start-up operating costs of the three new licensed childcare centres.

As well, this report recommends that Council authorize staff to enter into a new nominal lease with VSOCC at Bayshore Gardens Children's Centre, #200 - 581 Cardero St, which is licensed for 49 spaces. To support the annual maintenance of the facility, this report recommends an annual allocation of \$25,000 for the duration of the lease term.

Finally, this report recommends Council approval of a Social Policy grant in the amount of \$25,000 to Hudson Child Care Society in order to explore new governance and to develop a potential partnership/merger with another local childcare provider, in support of a childcare hub model.

CITY MANAGER'S/GENERAL MANAGER'S COMMENTS

The City Manager recommends approval of the foregoing.

REPORT

Background/Context

Childcare:

In recent years, historic investments in childcare have been made by all levels of government. This commitment was amplified during the COVID-19 pandemic when childcare was declared an essential service and deemed critical to economic recovery.

The City, while recognizing that the mandate for childcare provision rests with senior governments, values affordable, available and quality childcare as a matter of social and economic sustainability. To this end, the City uses its municipal tools, including nominal leases, to facilitate the creation of and on-going support for, licensed non-profit childcare.

Currently, there is a shortfall of more than 16,000 licensed childcare spaces for children ages 0-12 in Vancouver. In the previous capital plan (2015-2018), 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 has created more than 500 licensed spaces to date.

In 2019, the City signed a Memorandum of Understanding with the BC Ministry of Children and Family Development, committing the Province to provide \$33 million for Vancouver childcare over the next three years. Through this collaboration, the objective was to create up to an additional 1,300 licensed childcare spaces in Vancouver. Correspondingly, the City is tasked with supporting the creation of quality childcare spaces at a significantly greater scale. One result of this growth is an increased demand for trusted and qualified non-profit organizations to take on the operation of these new centres.

Strategic Analysis

Currently, there is a limited pool of high-capacity, non-profit licensed childcare providers in Vancouver prepared to expand their services. There remains a need to help build the capacity of Vancouver's childcare sector and to support additional non-profit childcare operators to be able to take on new centres, as they are built.

A Request for Expressions of Interest ("RFEOI") process was conducted by ACCS in April of 2021 to select operators for the childcare facilities at Eric Hamber Secondary School and at the Oakridge Civic Centre. 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 ANHBC should be recommended as the operator for the site at Eric Hamber Secondary School, and that VSOCC should be recommended as the operator at the Oakridge Civic Centre site.

RECOMMENDATION FOR ANHBC

ANHBC is the organizing body for seven Neighbourhood Houses in Vancouver, including South Vancouver, Marpole, Kitsilano, Mount Pleasant, Frog Hollow, Cedar Cottage, and Gordon Neighbourhood Houses. ANHBC holds community relationships in underserved areas and is uniquely positioned to connect childcare to social programs. A multi-service agency that is embedded in local communities, its model is well-suited to provide leadership and support for community members attending the childcare programs.

ANHBC also operates childcare centres at Lord Nelson Elementary and Lord Tennyson Elementary, and has been appointed to operate childcare centres under construction at David Lloyd George Elementary and Fraser Commons. ANHBC operates childcare programs at neighbourhood houses in Mount Pleasant, South Vancouver, Hastings Sunrise (Frog Hollow) and Kitsilano and will be able to draw on its experience of opening rooftop childcare facilities co-located with VBE schools.

ANHBC as operator for Eric Hamber Secondary

Eric Hamber Secondary School will have a 69-space childcare facility comprised of 24 spaces for children ages 0-3, 25 spaces for children ages 3-5, and a flexible space designed for 20 preschool

spaces (part-day care for children aged 3-5 years) in addition to other programs such as part-day care for children aged 5-12 years.

The new childcare facility and dedicated outdoor space will be located at the rooftop level (4th floor) of the new secondary school building being built adjacent to the existing school.

The school property is owned by the VBE. The City of Vancouver will hold a long-term lease for the new childcare facility. Upon completion of the school building, the lease will be finalized and signed.

One of the many strengths ANHBC will bring to the Eric Hamber Secondary site is its extensive experience engaging youth. As a multi-service agency, ANHBC will be able to draw on this expertise to create opportunities for youth interested in early learning to connect with childcare activities onsite. Given the shortage of certified Early Childcare Educators (ECE's), building interest and capacity among youth presents a strategic opportunity for ANHBC. Expected occupancy of Eric Hamber Secondary School is fall of 2023.

RECOMMENDATIONS FOR VSOCC

VSOCC is the largest single-purpose organization providing licensed, non-profit childcare in 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 built in the Downtown Peninsula through CACs and DCLs as part of the land-use development process.

VSOCC is well-established as one of the lead childcare operators in the city, and has extensive experience opening new centres. VSOCC currently operates 16 childcare centres in Vancouver and has been appointed to operate an upcoming childcare centre at Pearson-Dogwood.

VSOCC as operator for Oakridge Civic Centre

Oakridge Civic Centre will have a 69-space childcare facility comprised of 24 spaces for children ages 0-3, 25 spaces for children ages 3-5, and 20 spaces for extended day preschool spaces (9-3pm) for children aged 3-5 years.

The new childcare centre will be located on the 5th floor of the Oakridge Civic Centre, within an air space parcel to be transferred to the City upon completion of construction. Other uses in the building will include a library, senior's facility, performance space, and community centre that will also operate school age childcare.

VSOCC's experience operating in developments co-located with other tenants and owners, will enable it to successfully navigate relationships with strata corporations, property management companies, business owners, and other not-for-profit partners.

VSOCC as operator for the Coal Harbour Project

The new Coal Harbour mixed-use project is located within the Downtown peninsula, where VSOCC is given first option to operate City-owned childcare centres, reflecting City Council's original intent for VSOCC to be a single purpose non-profit entity for new child care centres downtown. VSOCC chose to operate the upcoming centre on this site, and therefore no competitive operator selection process was required.

The childcare at the Coal Harbour Project will be a 65-space facility comprised of 24 spaces for children ages 0-3 and 41 spaces for children ages 3-5. This City-owned mixed-use project will advance both childcare and housing objectives by co-locating the new Coal Harbour Elementary School and the existing Coal Harbour Community Centre with a new childcare facility and non-market housing component.

To ensure that community needs are being met, VSOCC's stable and diverse Board is made up of a mixture of parents and members of the corporate community in Vancouver. VSOCC brings considerable quality assurance measures to all their childcare operations, including curriculum that reflects current best practice, as well as robust staff training and retention efforts.

RECOMMENDATION FOR NEW LEASES

The City's standard childcare lease term is 5 years with two further 5 year renewal options for a total possible 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 ANHBC (Eric Hamber Secondary School) and VSOCC (Oakridge Civic Centre and Coal Harbour)

Should Council approve Recommendations A and B, staff propose that the City enter into a sublease or lease agreement (as applicable) with the operators based on the City's standard leases for licensed childcare operators in City-owned or controlled facilities: for Eric Hamber Secondary School (ANHBC) - the Precedent Childcare Lease (VBE Lands); for Oakridge Civic Centre and Coal Harbour (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 draft Service Level Agreements attached as Appendices B, C, and D to this report, finalized versions of 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 F), 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.

New lease with VSOCC (Bayshore Gardens Children's Centre)

In 1991, Council required, as a provision for rezoning of the Bayshore Lands, the provision of a fully furnished licensed child care centre, comprising of 5,200 sq feet of indoor space and 5,600 sq feet of outdoor play space. In 2004, the new owner of the site (Blue Tree Hotels Investment) decided to fulfil its monetary obligation in lieu of operating the child care facility. They paid a lump sum of \$391,160.52 to the Childcare Endowment Fund and released the agreement to operate the centre on the understanding that the facility would be turned over to the City fully fit, furnished and equipped.

In October of 2005, Council approved the lease for the child care space at 1616 Bayshore Drive (now #200 - 581 Cardero St.) and the attached parking facilities to VSOCC for a five year term, plus two additional five year renewals for a total of 15 years. This was for the purpose of operating a 49-space licenced child care centre, comprising of spaces for 24 spaces for children 0-3 and 25 spaces for children 3-5.

VSOCC's lease with total 15-year term expired August 9th, 2021. In the 15 years of operations under their previous lease at Bayshore Gardens, VSOCC fulfilled all lease obligations, held working relationships with the onsite strata corporation and property management company, and delivered high quality services at this site while managing a consistently substantial waitlist, as they have at their 15 other sites in Vancouver.

The responsibilities for the cleaning, maintenance, repair and replacement of each of Bayshore Gardens, as well as the proportionate share of costs, are outlined in the draft Service Level Agreement attached as Appendix E to this report.

RECOMMENDATION FOR OPERATIONAL FUNDING

This report seeks approval to allocate operational funds to maintain each licenced childcare facility, per the City's commitments as outlined in the draft Service Level Agreements (SLAs) for Eric Hamber Secondary, Oakridge Civic Centre, Coal Harbour, and Bayshore Gardens (Appendices B, C, D, E).

RECOMMENDATION FOR A CHILDCARE GRANT

This report also seeks approval of a one-time grant to the Hudson Child Care Society ("HCCS"). HCCS is an independent non-profit childcare organization that currently provides school age care at Henry Hudson Elementary School. A new and expanded childcare facility is planned for that site with the imminent seismic replacement of the school. Normally, new City-facilitated childcares require a public operator selection process. In general, the process has tended to favour well-established, connected, multi-service childcare providers that demonstrate growth potential, administrative ability, and integration with other local services aligned with the childcare hub model.

HCCS is deeply committed to providing childcare to its school families, and to the retention of current staff. HCCS will use this grant to explore partnership and even possible merger opportunities with another local non-profit community organization that provides childcare. This grant will contribute a portion of funds required to hire a specialized consultant to facilitate discussions between boards, explore programmatic options, and develop an organizational structure and new governance models, including necessary legal advice. City funding will cover the initial scoping phase of this work, and contribute to the implementation phase as well, leveraging financial contributions from HCCS and the other prospective community partners.

Financial

Grants relating to leases for childcare centres

Table 2: Grant Types and Allocations for childcare centres

Grant Type	Annual or One-Time	ANHBC (Eric Hamber Secondary)	VSOCC (Oakridge Civic Centre)	VSOCC (Coal Harbour)	VSOCC (Bayshore Gardens)
1. Fair market value of the lease	Annual	\$297,000	\$310,000	\$295,000	\$168,000
2. Operational Start-Up Grant	One-time	\$138,000	\$138,000	\$130,000	N/A

1. *Fair Market Value of Lease*: Basic rent for each lease / sublease for licensed child care centres is to be set at a nominal rate of \$10.00 for each term and for any subsequent renewal term, inclusive of payment in lieu of property taxes. As nominal rent is considered a grant based on the fair market value of the lease / sublease, these grants are valued at the estimated amounts listed above, based on the first year of each term.
2. *Operational Start-up Grant*: Each new licensed child care centre will be eligible to receive a one-time grant of \$2,000 per space for operational start-up costs, to be disbursed over two years. These funds are released to the operators in two equal instalments. First instalment is 6-12 months prior to opening, and the second instalment is around the time of opening. For Eric Hamber Secondary and Oakridge Civic Centre, proponents in the RFEOI process were notified that these grants may be available, and proposed budgets included these grants as revenue. Funding for the start up grants are reviewed as part of the operating budget process.

The above grants are subject to approval by a 2/3 majority of Council and the execution of grant agreements on terms and conditions acceptable to the General Manager of Arts, Culture and Community Services and the Director of Legal Services.

Social Policy Grant

Social Policy's total unallocated 2021 Childcare Grants budget is \$36,369. Grant recommendation E totals \$25,000, leaving \$11,369 remaining in grant funds. This remaining amount will be allocated in an upcoming Grant report to Council on December 7, 2021 and will include grants to non-profit partners to continue delivering services to children and families.

Legal

For the development at Oakridge Civic Centre, upon completion of the childcare facility to the satisfaction of the City, the developer will subdivide the site to create a separate air space parcel containing the licensed childcare facility and will transfer ownership of the air space parcel to the City.

Social Policy will instruct Legal Services to prepare a lease for VSOCC based on the City's Precedent Childcare Lease (VSOCC).

Upon completion by the City of the Coal Harbour Project, Social Policy will instruct Legal Services to prepare a lease for VSOCC based on the City's Precedent Childcare Lease (VSOCC).

Upon completion by VBE of the seismic replacement of Eric Hamber Secondary School, Social Policy will instruct Legal Services to finalize a head lease with VBE for the childcare premises and prepare a sublease for ANHBC based on the City's Precedent Childcare Sublease (VBE Lands).

Social Policy will instruct Legal Services to prepare a new lease (Bayshore Gardens) for VSOCC based on the City's Precedent Childcare Lease (VSOCC).

Social Policy and Real Estate and Facilities Management will jointly oversee the preparation of the leases and sublease as well as ongoing operation and management of the childcare centres.

CONCLUSION

Increasing the availability of affordable quality childcare remains a critical priority for the City, as it is a key component in setting the stage for a strong economy, healthy child development, and building a healthier, and more equitable city. Childcare is not only a public benefit but is now recognized as an essential service that is critical to Vancouver's economic recovery from COVID-19. It will be important to continue the City's work on childcare with a focus on promoting equity for women in the labour force, as well as Indigenous, Black, People of Colour (IBPOC) and other equity denied residents.

The grants relating to the childcare centres are critical for the non-profit operators to provide affordable, accessible and quality childcare, contributing to the social and economic sustainability of Vancouver's families and communities. Nominal leases that constitute annual grants alleviate the burden of rent for the operators, allowing them to reallocate resources to ensure quality operations, while paying fair wages and keeping parent fees as low as possible.

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APPENDIX A: COUNCIL AUTHORITY/PREVIOUS DECISIONS

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

On November 6, 1990, Council adopted the Coal Harbour Official Development Plan (updated in November 2002).

In 1993 Council approved child-care operating contributions as a condition of rezoning for the Bayshore Development. Further, Council directed that city-owned properties, occupied by non-profit organizations, be held as assets in the Capital fund and be charged a nominal rent.

On November 26, 1996, Council approved zoning bylaw CD-1 (365) for 301 Jervis Street (amended December 9, 2003) which provided for the development of a co-located Community Centre (Phase 1) and School, Childcare Centre & Non-Market Housing project at the property (Phase 2) in Coal Harbour.

On April 23, 2002, Council approved the revised report, "Moving Forward" Childcare: A Cornerstone of Child Development Services", as the foundation for future social policy on child development services.

In 2003, subsequent to Council's approval of the CD-1 rezoning for the Bayshore Development, Council approved the development of a mixed-use project consisting of a 47-space childcare facility, a 25-storey market residential tower, an 8-storey non-market residential building, with ground-oriented retail, and 6 townhouses (RTS No. 03773).

In 2005, Council approved a five year lease for childcare space at 1616 Bayshore Drive (now #200 - 581 Cardero St.), to the Vancouver Society of Children's Centres renewable for two further five-year terms, for the purpose of licensed childcare at a nominal rate. In addition, Council authorized the allocation of \$7,500 to Facilities Design and Management annual operating budget for maintenance services, without offset starting in 2006.

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 March 14, 2014 Council approved the CD-1 Rezoning for 650 West 41st Avenue (Oakridge Centre), with 2,914 dwelling units, including 290 social housing units and 290 secured market rental housing units, commercial space, a park and the new Civic Centre (including a community centre, expanded branch for the Vancouver Public Library, and a 69-space child care facility with adjacent outdoor space), with these facilities to be secured through a legal agreement.

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 June 19, 2018, Council authorized the City to enter into a lease and development management agreement for the 69-space childcare centre and related spaces at Eric Hamber Secondary School with The Board of Education of School District No. 39 (Vancouver) (“VBE”).

On March 12, 2019, Council approved the City to negotiate and settle initial legal agreements with the VBE including but not limited to a cost sharing agreement, for the planning and design of the Coal Harbour School, Childcare & Affordable Housing project located at 480 Broughton Street.

On November 25, 2020, Council authorized the City to deliver the Coal Harbour School, Childcare and Affordable Housing Project (the “Project”) located at 480 Broughton Street, legally described as PIDs 023-656-794 & 023-656-956, Lots 12 and 13 of the Public Harbour of Burrard Inlet Plan LMP 29891.

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

APPENDIX B: SERVICE LEVEL AGREEMENT FOR ERIC HAMBER SECONDARY SCHOOL

SERVICE LEVEL AGREEMENT
Eric Hamber Secondary School Childcare Centre

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

Head Landlord	VBE
City of Vancouver	CoV
Non-profit Operator	NPO

Proportionate Share is represented as: P.S. (xx% Child care premises /xx% VBE) *(based on Gross Floor Area)*

NOTE: 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 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). Services to be provided by the Landlord at the NPO's cost or shared cost will be billed on a full cost recovery basis including any applicable overtime rates for service outside of regular staff times, Monday to Friday, 253 days per year, and all applicable benefits, allowances and premiums.

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
1.	Heating, Ventilation and Air Conditioning exclusive to or within the Premises (excluding items covered by no. 2 below)		
a	- annual inspection by B.C. Safety Authority	VBE	CoV
b	- routine maintenance and repair	VBE	CoV
c	- provision & replacement of filter material	VBE	CoV
d	- cleaning of ducts	CoV	CoV
e	- life cycle replacement (capital maintenance)	CoV	CoV

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
2.	Common Heating, Ventilation and Air Conditioning (systems serving more than the Premises)		
a	- annual inspection, maintenance and repair	VBE	CoV P.S.
b	- life cycle replacement	VBE	CoV P.S.
3.	Plumbing Systems exclusive to or within the Premises (excluding items covered by no. 4 below)		
a	-preventive maintenance and repairs to hot water heating and cold water systems	CoV	CoV
b	- major repairs of hot water heating and cold water systems	CoV	CoV
c	- repairs to all fixtures including faucets, and all other routine repairs	VBE	NPO
d	- unplugging toilets	VBE	NPO
e	- life cycle replacement of hot water systems, fixtures and piping	CoV	CoV
f	- repair, maintenance and life cycle replacement of exterior drainage and rain water leader	VBE	CoV
4.	Common Plumbing Systems (systems serving more than the Premises)		
a	- annual inspection, maintenance and repair	VBE	CoV P.S.
b	- life cycle replacement	VBE	CoV P.S.
5.	Mechanical Systems exclusive to or within the Premises (excluding items covered by no. 6 below)		
a	- preventive maintenance and repairs	VBE	CoV
b	- life cycle replacement	CoV	CoV
c	- installation, maintenance and replacement of additional equipment provided and installed by the occupant	NPO	NPO

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
6.	Common Mechanical Systems (systems serving more than the Premises), including elevator		
a	- annual inspection, maintenance and repair	VBE	CoV P.S
b	- life cycle replacement	VBE	CoV P.S
7.	Fire Protection & Suppression exclusive to or within the Premises (excluding items covered by no. 8 below)		
a	- monthly inspection of fire extinguishers within the Premises	VBE	CoV
b	- annual inspection of fire extinguishers, within Premises	CoV	CoV
c	- repairs/recharging of fire extinguishers within Premises	CoV	CoV
d	- monthly and annual inspection and life cycle replacement of smoke detectors within Premises	VBE	CoV
e	- life cycle replacement of fire extinguishers within the Premises	CoV	CoV
8.	Common Fire Protection & Suppression (systems serving more than the Premises)		
a	- annual inspection, maintenance and repairs of the fire alarm system	VBE	CoV P.S.
b	- life cycle replacement of fire alarm system	VBE	CoV P.S.
c	- annual inspection, maintenance and repair of fire sprinkler system	VBE	CoV P.S.
d	- life cycle replacement of fire sprinkler system	VBE	CoV P.S.
9.	Security Systems exclusive to or within the Premises (excluding items covered by no. 10 below)		
a	- system monitoring, inspection, maintenance and repair	NPO	NPO
b	- life cycle replacement	NPO	NPO

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
c	- 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
10.	Common Security Systems (systems serving more than the Premises)		
a	- system monitoring, inspection, maintenance and repair	VBE	NPO P.S.
b	- life cycle replacement	VBE	CoV P.S.
c	- provision, and replacement of fobs, keys and other similar access devices for secure common property	VBE	NPO P.S.
11.	Electrical Distribution Systems exclusive to or within the Premises (excluding items covered by no. 12 below)		
a	- repairs and upgrades required by Code	CoV	CoV
b	- inspection, maintenance and repair of wiring, breakers and electrical panels	CoV	CoV
c	- life cycle replacement of wiring, breakers and panels	CoV	CoV
d	- repair or replacement of cover plates for switches and receptacles	VBE	NPO
12.	Common Electrical Distribution Systems (systems serving more than the Premises)		
a	- inspection, maintenance and repair of electrical distribution systems to the Premises	VBE	CoV P.S.
b	- life cycle replacement of electrical distribution systems to the Premises	VBE	CoV P.S.

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
13.	Lighting Systems exclusive to or within the Premises (excluding items covered by no. 14 below)		
a	- bulb/tube replacement for interior and exterior lighting	VBE	NPO
b	- annual inspection and maintenance of interior emergency/exit lighting	CoV	CoV
c	- interior and exterior lighting ballast replacement	VBE	NPO
d	- life cycle replacement of fixtures	CoV	CoV
e	- cleaning of interior and exterior light fixtures	VBE	NPO
f	- provision, maintenance, repair and replacement of portable lighting fixtures such as desk lamps	NPO	NPO
14.	Common Lighting Systems (systems serving more than the Premises)		
a	- inspection, maintenance, repair, and cleaning	VBE	CoV P.S.
b	- life cycle replacement	VBE	CoV P.S.
15.	Interior and Exterior Windows of the Premises		
a	- breakage, routine repair and replacement of interior windows	NPO	NPO
b	- breakage, routine repairs and replacement of exterior windows	NPO	NPO
c	- cleaning of interior windows and interior surfaces of exterior windows	VBE	NPO
d	- cleaning of exterior windows within dedicated outdoor play area	VBE	NPO
e	- life cycle replacement of interior and exterior windows	CoV	CoV
16.	Common Area Windows		

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
a	- breakage and routine repair	VBE	NPO P.S.
b	- cleaning (of exterior surfaces)	VBE	NPO P.S.
c	- cleaning (of interior surfaces)	VBE	NPO P.S.
d	- life cycle replacement	VBE	CoV P.S.
17.	Interior and Exterior Doors of the Premises		
a	- maintenance and repair of interior doors	NPO	NPO
b	- life cycle replacement of interior doors	CoV	CoV
c	- maintenance and repair of exterior doors	CoV	CoV
d	- life cycle replacement of exterior doors	CoV	CoV
18.	Common Area Doors		
a	- maintenance and repair	VBE	NPO P.S.
b	- life cycle replacement	VBE	CoV P.S.
19.	Interior Surfaces within the Premises		
a	- interior life cycle repainting	CoV	CoV
b	- maintenance and cleaning of window applications including, but not limited to blinds and curtains	NPO	NPO

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
c	- repairs to interior walls and ceilings, including minor painting	NPO	NPO
d	- life cycle replacement of ceiling tiles	CoV	CoV
e	- interior repairs due to building system failures such as roof leaks, exterior walls	CoV	CoV
f	- maintenance and repairs of floor coverings, including carpet and tile	NPO	NPO
g	- life cycle replacement of flooring	CoV	CoV
h	- maintenance and repair of millwork	NPO	NPO
i	- lifecycle replacement of millwork	CoV	CoV
20.	Common Area Interior Surfaces		
a	- all maintenance and repairs	VBE	NPO P.S.
b	- all capital maintenance or replacements	VBE	CoV P.S.
21.	Major Structural Systems included within the Premises		
a	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing and dedicated intensive green roof membrane, envelope and structure	VBE	CoV P.S.
b	- repairs and painting of exterior surfaces including windows, trim, fascia and soffits	VBE	NPO P.S.
c	- annual inspection, servicing, maintenance, repair and replacement of the dedicated intensive green roof, excluding the roof membrane, envelope and structure	CoV	CoV
d	- monitoring, maintenance and repair of the roof leak detection system	CoV	CoV

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
22.	Major Structural Systems external to the Premises		
a	- all repairs and replacements	VBE	CoV P.S.
23.	Exterior Site Services		
a	- landscaping repairs and maintenance (other than the green roof) applies to areas outside the Premises	VBE	VBE
b	- grass cutting on green roof	NPO	NPO
c	- general cleaning of grounds, litter disposal	VBE	NPO P.S.
d	- snow and ice removal from steps, walkways, entrances including the provision of de-icing materials	VBE	NPO P.S.
e	- removal of snow from parking areas	VBE	NPO P.S.
f	- snow and ice removal from roof area walkways	VBE	NPO
g	- repairs of water and sewage systems (beyond the building perimeter)	VBE	CoV P.S.
h	- maintenance, repair and replacement of Tenant-specific gates and fences	NPO	NPO
i	- maintenance and repair of parking areas	VBE	NPO P.S.
j	- graffiti removal from exterior of the Premises	NPO	NPO
24.	Signage exterior to the Premises		
a	- maintenance, repair, and replacement (subject to prior approval of the VBE)	NPO	NPO
25.	Interior Signage within the Premises		

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
a	- maintenance, repair and replacement of interior signage	NPO	NPO
26. Play Area Structures and Equipment within the Premises			
a	- inspection, maintenance, and repair of playground equipment and structures	NPO	NPO
b	- lifecycle replacement of play equipment and structures	NPO	NPO
c	- maintenance, repair and replacement of general outdoor surfaces, gates and fences installed by the Tenant	NPO	NPO
d	- maintenance, repair, replacement of sand and fibar/engineered wood chips materials	NPO	NPO
27. Custodial Services within the Premises			
a	- routine custodial services	VBE	NPO
b	- pest control services (interior)	NPO	NPO
c	- pest control services (exterior/playground)	VBE	NPO
d	- provision of all washroom supplies	VBE	NPO
e	- garbage and recycling	VBE	NPO
28. Common Area Custodial Services			
a	- routine custodial services	VBE	NPO P.S.
b	- pest control services (exterior)	VBE	NPO P.S.
c	- garbage removal services	VBE	NPO P.S.
29. Appliances, Program and Other Non-Installed Equipment within the Premises			

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
a	- inspection, maintenance and repair of all non-building equipment including without limitation all stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting	NPO	NPO
b	- replacement of all appliances, program and non-installed equipment	NPO	NPO
c	- maintenance, repair and replacement of furniture	NPO	NPO
30. Renovations and Upgrades within the Premises			
a	- any upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by VBE and CoV)	NPO	NPO
31. Utilities			
a	- electricity used by the Premises	NPO	NPO
b	- gas used by the Premises	NPO	NPO
c	- water and sewer used by the Premises	NPO	NPO
d	- common area utilities	VBE	NPO P.S.
e	- reading of utilities meters within common area re utilities usage by Premises, if required	VBE	VBE
32. Business Operations of the Tenant			
a	- telephone, internet & cable services	NPO	NPO
b	- insurance (CGL, business interruption, contents, tenant's legal liability, etc.)	NPO	NPO
c	- provision, maintenance and replacement of computer systems within the Premises	NPO	NPO

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
d	- supplies and equipment	NPO	NPO
e	- building insurance for the Premises	VBE	CoV

APPENDIX C: SERVICE LEVEL AGREEMENT FOR OAKRIDGE CIVIC CENTRE

**SERVICE LEVEL AGREEMENT
Oakridge Civic Centre
Childcare**

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

Developer, 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 Leased Premises (excluding common equipment/systems)		
a	- annual inspection	CoV	CoV
b	- routine maintenance and repair	CoV	CoV
c	- provision & replacement of filter material	CoV	CoV
d	- cleaning of ducts	CoV	CoV
e	- life cycle replacement (Capital Maintenance)	CoV	CoV
1.2	Common Heating, Ventilation and Air Conditioning (systems serving more than the Leased Premises)		
a	- annual inspection, maintenance and repair	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
2.1	Plumbing Systems exclusive to or within the Leased Premises (excluding common systems/equipment)		
a	-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
c	- 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
e	- repair, maintenance and life cycle replacement of exterior drainage and rain water leader	CoV/Other ASP	CoV/Other ASP
f	- repair and replacement of exterior drainage and rainwater leader due to damage related to the tenancy	CoV/Other ASP	NPO
2.2	Common Plumbing Systems (systems serving more than the Leased Premises)		
a	- annual inspection, maintenance and repair	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement	CoV/Other ASP	CoV/Other ASP
c	-maintenance and replacement of sump pumps	CoV/Other ASP	CoV/Other ASP
d	- any systems shared with the remainder ASP	CoV/Other ASP	CoV/Other ASP
3.1	Mechanical Systems exclusive to or within the Leased Premises (including dedicated elevators)		

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
a	- preventive maintenance and repairs	CoV	CoV
b	- life cycle replacement	CoV	CoV
c	- 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 Leased Premises)		
a	- annual inspection, maintenance and repair	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement	CoV/Other ASP	CoV/Other ASP
c	- any systems shared with the remainder ASP	Other ASP	CoV/Other ASP
4.1	Fire Protection & Suppression exclusive to the Leased Premises		
a	- <u>Fire extinguishers</u> : monthly inspection;	NPO	NPO
b	- <u>Fire extinguishers</u> : annual inspection; repairs, recharging, and life-cycle replacement	CoV	CoV
c	- <u>Smoke detectors</u> : monthly inspection	NPO	NPO
d	- <u>Smoke detectors</u> : annual inspection; repairs and/or life-cycle replacement	CoV	CoV
e	- <u>Fire alarm system</u> : annual inspection (including inspection and maintenance of interior emergency/exit lighting); maintenance, repairs and life-cycle replacement	CoV	CoV
f	- <u>Fire sprinkler system</u> : annual inspection (or more frequently as required); maintenance, repairs and life-cycle replacement	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
4.2	Common Fire Protection & Suppression (systems serving more than the Leased Premises)		
a	- 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
c	- annual inspection, maintenance and repair of fire sprinkler system	CoV/Other ASP	CoV/Other ASP
d	- life cycle replacement of fire sprinkler system	CoV/Other ASP	CoV/Other ASP
5.1	Security Systems dedicated to or within the Leased Premises		
a	- system monitoring, inspection, maintenance and repair	NPO	NPO
b	- life cycle replacement	NPO	NPO
c	- 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 Leased Premises)		
a	- 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 Leased Premises (excluding common systems/equipment)		

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
a	- 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
c	- inspection, maintenance and repair of wiring, breakers and electrical panels	CoV	CoV
d	- life cycle replacement of wiring, breakers and panels	CoV	CoV
e	- 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 Leased Premises)		
a	- inspection, maintenance and repair of electrical distribution systems to the Leased Premises	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement of electrical distribution systems to the Leased Premises	CoV/Other ASP	CoV/Other ASP
c	- maintenance, repair and replacement of auxiliary power generating systems	CoV/Other ASP	CoV/Other ASP
d	- any systems shared with the remainder ASP	Other ASPf	CoV/Other ASP
7.1	Lighting Systems within the Leased Premises		
a	- bulb/tube replacement for interior lighting	NPO	NPO
b	- interior and exterior lighting ballast replacement	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
c	- life cycle replacement of fixtures	CoV	CoV
d	- cleaning of interior light fixtures	NPO	NPO
e	- 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 Leased Premises)		
a	- inspection, maintenance, repair, and cleaning	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement	CoV/Other ASP	CoV/Other ASP
8.1	Interior Windows within the Leased Premises		
a	- 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
c	- 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 Leased Premises and Play Yard Canopy		

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
a	- 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
c	- 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
e	- life cycle replacement of the exterior windows / play yard canopy	CoV / Other ASP	CoV / Other ASP
8.3	Common Area Windows		
a	- 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
c	- cleaning (of exterior surfaces)	CoV/Other ASP	CoV/Other ASP
d	- cleaning (of interior surfaces)	CoV/Other ASP	CoV/Other ASP
e	- life cycle replacement	CoV/Other ASP	CoV/Other ASP
8.4	Interior and Exterior Doors within the Leased Premises		
a	- maintenance and repair of interior doors	NPO	NPO
b	- life cycle replacement of interior doors	CoV	CoV
c	- maintenance and repair of exterior doors	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
d	- life cycle replacement of exterior doors	CoV	CoV
8.5	Common Area Doors		
a	- 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 Leased Premises		
a	- interior life cycle repainting	CoV	CoV
b	- maintenance and cleaning of window applications including, but not limited to blinds and curtains	NPO	NPO
c	- repairs to interior walls and ceilings, including minor painting	NPO	NPO
d	- life cycle replacement of ceiling tiles	CoV	CoV
e	- 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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
i	- life cycle replacement of millwork	CoV	CoV
9.2	Common Area Interior Surfaces		
a	- 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 Leased Premises		
a	- 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
c	- 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
e	- exterior life-cycle repainting	CoV/Other ASP	CoV
10.2	Major Structural Systems external to the Leased Premises		
a	- all repairs and replacements	CoV/Other ASP	CoV / Other ASP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
11.1	Site Services within the Leased 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
c	- graffiti removal	CoV	CoV
11.2	Site Services outside of the Leased Premises		
a	- landscaping repairs and maintenance	Other ASP	NPO (Proportionate Share)
b	- grass cutting	Other ASP	NPO (Proportionate Share)
c	- 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/ CoV /NPO	NPO (Proportionate Share)
e	- snow and ice removal from entrance to parking areas	Other ASP/ CoV/ NPO	NPO (Proportionate Share)
f	- snow and ice removal from roof areas, canopies, and/or awnings (if applicable)	CoV/Other ASP	CoV/Other ASP
g	- repairs of water and sewage systems (beyond the building perimeter), unless deemed to be caused by the Tenant	CoV/Other ASP	CoV/Other ASP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
h	- maintenance, repair and replacement of gates and fences (excluding tenant specific gates and fences)	CoV/Other ASP	CoV/ Other ASP
i	-graffiti removal	CoV/Other ASP	CoV/ Other ASP
12.1	Interior Signage within the Leased Premises		
a	- maintenance, repair and replacement of interior signage	NPO	NPO
12.2	Exterior Childcare Signage (within the Leased Premises and/or outside the Leased Premises)		
a	- maintenance, repair, and replacement (subject to prior approval of the CoV and Dev/Strata)	NPO	NPO
12.3	Common Signage not related to the Leased Premises		
a	- maintenance, repair, and replacement	CoV/ Other ASP	CoV/ Other ASP
13.1	Play Area and Equipment		
a	- inspection, maintenance, and repair of playground equipment and structures	NPO	NPO
b	- life cycle replacement of play equipment and structures	NPO	NPO
c	- maintenance, repair and replacement of general outdoor surfaces, gates and fences	NPO	NPO
d	- maintenance, repair, replacement of sand and fibar materials	NPO	NPO
e	- maintenance of landscaping (plantings)	NPO	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
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 Leased Premises		
a	- routine janitorial/custodial services	NPO	NPO
b	- pest control services (interior)	NPO	NPO
c	- pest control services (exterior)	CoV/Other ASP	CoV
d	- provision of all washroom supplies	NPO	NPO
e	- garbage and recycling removal services	NPO	NPO
14.2	Common Area Janitorial Services		
a	- routine janitorial/custodial services	NPO/CoV/Other ASP	NPO Proportionate Share
b	- pest control services (exterior)	CoV/Other ASP	CoV/ Other ASP
c	- 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 Leased Premises		

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
a	- 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
c	- maintenance, repair and replacement of furniture	NPO	NPO
16.1	Renovations and Upgrades within the Leased Premises		
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		
a	- non-structural repair and maintenance	Other ASP	Cov/NPO/Other ASP Proportionate Share
b	- utilities	Other ASP	Cov/NPO/Other ASP Proportionate Share
17.1	Utilities serving the Leased Premises		
a	- electricity	NPO	NPO
b	- gas	NPO	NPO
c	- water and sewer	NPO/ Other ASP	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
d	- Neighbourhood Energy Utility (NEU) used by the Premises	Other ASP	NPO
e	- all other municipal utility charges which appear on the property tax notice	CoV	NPO
17.1	Business Operations		
a	- staff costs	NPO	NPO
b	- telephone, internet & cable services	NPO	NPO
c	- insurance (CGL, business interruption, contents, etc.)	NPO	NPO
d	- supplies and equipment, including for bathroom and kitchen	NPO	NPO
e	- 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.

APPENDIX D: SERVICE LEVEL AGREEMENT FOR COAL HARBOUR

SERVICE LEVEL AGREEMENT
480 Broughton Street
Coal Harbour Housing, School and Childcare

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

Landlord:	City of Vancouver	CoV
Tenant 1:	Non Profit Operator - Housing	Head NPO
Tenant 2:	Non Profit Operator - Vancouver Board of Education	VBE
Tenant 3:	Non Profit Operator - Childcare Centre	NPO

Generally the Tenant(s) will pay their portion of common costs which may be both development-wide and/or building-specific common costs, including contingency reserve funds. Further, where these categories of costs relate only to the portion of costs associated with the tenant's area - by the proportionate shares outlined below; the proportion will be based on the respective floor space of the area within each parcel that is the subject of such agreement, or as the parties may mutually agree to be fair and reasonable and consistent with industry practice.

The **Head NPO** will be responsible for planning and implementing work on all common systems or common areas, and the **other NPOs** will be responsible for paying a proportionate share of these costs.

The **other NPOs** are required to communicate and coordinate directly with the **Head NPO** pertaining to repairs, maintenance, payments and invoicing as set out in the service level agreement and/or easement agreement. The City will advise the **Head NPO** to communicate directly with the **other NPOs** and the City will only be involved in the event of dispute resolution.

The NPOs shall have responsibility for the management, maintenance, repair and replacement of the Building and the Lands as detailed and described in this Agreement. Subject to this Agreement, including the Capital Asset Plan, the following work in respect of the Lands and the Building is required to be conducted and funded as outlined below.

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

The NPO of the Childcare Centre will be responsible for maintenance, repairs and operational costs of the childcare 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). Services to be provided by the VBE at the NPO's cost or shared cost will be billed on a full cost recovery basis including any applicable overtime rates for service outside of regular staff times, Monday to Friday, 253 days per year, and all applicable benefits, allowances and premiums.

- **Proportionate Share 1** - for 'Shared' Building Areas based on Gross Floor Area **Total = xxxxxx sq.m.**
 - Social Housing xxxxxx sq.m. = xx%
 - Vancouver Board of Education xxxxxx sq.m. = xx %
 - Childcare Centre xxxxxx sq.m. = xx %

- **Proportionate Share 2** - for 'Shared' Buildings Areas between the VBE and Childcare Centre, based on Gross Floor Area **Total = xxxxxx sq.m.**
 - Vancouver Board of Education xxxxxx sq.m. = xx %
 - Childcare Centre xxxxxx sq.m. = xx %

Item	Description	Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital	
1.1	Heating, Ventilation and Air Conditioning exclusive to the Tenant's Space (excluding common equipment/systems covered by 1.2 below)				
a	-annual inspection by B.C Safety Authority	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
b	-routine maintenance and repair	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
c	- provision & replacement of filter material	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
d	- cleaning of ducts	Social Housing	Head NPO	Head NPO	Non-Capital

Item	Description		Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
e	- life cycle replacement (Capital Maintenance)	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	CoV	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
f	- operating costs	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
1.2	Common Heating, Ventilation and Air Conditioning (systems serving more than the Tenant's Space)				
a	- annual inspection, maintenance and repair	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
b	- life cycle replacement	Social Housing	Head NPO	Proportionate Share 1	Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
2.1	Plumbing Systems exclusive to the Tenant's Space (excluding common systems/equipment covered by 2.2 below)				

Item	Description	Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital	
a	-preventive maintenance and repairs to hot water heating and cold water systems	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
b	- major repairs and replacement of hot water heating systems	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
c	- repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
d	- life cycle replacement of hot water systems, fixtures and piping	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
e	-repair and maintenance of exterior drainage and rain water leader	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	Head NPO	VBE	n/a
		Childcare Centre	Head NPO	CoV	n/a
f	-life cycle replacement of exterior drainage and rain water leader	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	Head NPO	VBE	n/a
		Childcare Centre	Head NPO	CoV	n/a
2.2	Common Plumbing Systems (systems serving more than the Tenant's Space)				
a		Social Housing	Head NPO	Proportionate Share 1	Non-Capital

Item	Description		Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital
	- annual inspection, maintenance and repair	Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
b	- life cycle replacement	Social Housing	Head NPO	Proportionate Share 1	Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
3.1	Mechanical Systems exclusive to the Tenant's Space (excluding common systems/equipment covered by no. 3.2 below)				
a	- preventive maintenance and repairs	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
b	- life cycle replacement	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
c	- installation, maintenance and replacement of additional equipment provided and installed by the occupant	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
3.2	Common Mechanical Systems (systems serving more than the Tenant's Space)				
a		Social Housing	Head NPO	Proportionate Share 1	Non-Capital

Item	Description		Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital
	- annual inspection, maintenance and repair	Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
b	- life cycle replacement	Social Housing	Head NPO	Proportionate Share 1	Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
c	- annual inspection, maintenance, repair and life cycle replacement of the elevator serving the School and Childcare	Social Housing	n/a	n/a	n/a
		Vancouver Board of Education	VBE	Proportionate Share 2	n/a
		Childcare Centre	VBE	CoV Proportionate Share 2	n/a
4.1	Fire Protection & Suppression exclusive to the Tenant's Space (excluding common systems/equipment covered by no. 4.2 below)				
a	- monthly inspection of fire extinguishers and smoke detectors within the premises	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
b	- annual inspection of fire extinguishers within premises	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
c	- repairs/recharging, and life-cycle replacement of fire extinguishers within premises	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a

Item	Description		Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital
d	-annual inspection of smoke detectors; repairs and/or life-cycle replacement	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
4.2	Common Fire Protection & Suppression (systems serving more than the Tenant's Space - including the Underground Parking area)				
a	- annual inspection, maintenance and repairs of the fire alarm system	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
b	- life cycle replacement of fire alarm system	Social Housing	Head NPO	Proportionate Share 1	Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
c	- annual inspection, maintenance and repair of fire sprinkler system	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
d	- life cycle replacement of fire sprinkler system	Social Housing	Head NPO	Proportionate Share 1	Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a

Item	Description	Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital	
5.1	Security Systems dedicated to the Tenant's Space (excluding common systems/equipment covered by no. 5.2 below)				
a	- system monitoring, inspection, maintenance and repair	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
b	- life cycle replacement	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
c	- repair, replacement, re-keying of all locks	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
d	- provision, and replacement of fobs, keys and other similar access devices for secure areas within the Tenant's space	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
5.2	Common Security Systems (systems serving more than the Tenant's space - including the Underground Parking Area)				
a	- system monitoring, inspection, maintenance and repair	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	NPO Proportionate Share 1	n/a

Item	Description		Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital
b	- life cycle replacement	Social Housing	Head NPO	Proportionate Share 1	Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
c	- provision, and replacement of fobs, keys and other similar access devices for secure common areas	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	NPO Proportionate Share 1	n/a
6.1	Electrical Distribution Systems exclusive to the Tenant's Space (excluding common systems/equipment covered by 6.2 below)				
a	- repairs and upgrades required by Code	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
b	- repairs and upgrades required by Code initiated by the Tenant	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
c	- inspection, maintenance and repair of wiring, breakers and electrical panels	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
d	- life cycle replacement of wiring, breakers and panels	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a

Item	Description		Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital
e	- repair or replacement of switches, receptacles, cover plates	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
f	- additions, enhancements to meet tenant's program needs, including ongoing maintenance	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
6.2	Common Electrical Distribution Systems (systems serving more than the Tenant's Space)				
a	- inspection, maintenance and repair of electrical distribution systems to the leased premises	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
b	- life cycle replacement of electrical distribution systems to the leased premises	Social Housing	Head NPO	Proportionate Share 1	Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
c	-maintenance, repair and replacement of auxiliary power generating systems	Social Housing	Head NPO	Proportionate Share 1	Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
6.3	Lighting Systems within the Tenant's Space (excluding common systems/equipment covered by 6.4 below)				

Item	Description	Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital	
a	- bulb/tube replacement for interior lighting	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
b	- annual inspection and maintenance of interior emergency/exit lighting	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
c	- interior and exterior lighting ballast replacement	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
d	- life cycle replacement of fixtures	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
e	- provision, maintenance, repair and replacement of portable lighting fixtures	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
f	- cleaning of interior light fixtures	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
g	- maintenance and repair of exterior lighting (fixed to the exterior shell of the Tenant's space)	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
h	- life-cycle replacement of exterior lighting (fixed to the exterior shell of the Tenant's space)	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a

Item	Description	Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital	
6.4	Common Lighting Systems (systems serving more than the Tenant's Space including the Underground Parking Area)				
a	- inspection, maintenance, repair, and cleaning	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
b	- life cycle replacement	Social Housing	Head NPO	Proportionate Share 1	Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
7.1	Interior Windows within the Tenant's Space				
a	- breakage, and replacement of interior windows <i>not</i> caused by the occupant or operations	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
b	- breakage, and replacement of interior windows <i>caused</i> by occupant or operations	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
c	- routine repair, cleaning of interior windows & interior surfaces of exterior windows	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a

Item	Description		Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital
d	- replacement due to normal wear and tear	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
7.2	Exterior Windows and Canopies within the Tenant's Space				
a	- breakage, routine repair and replacement of exterior windows or canopies <i>not</i> caused by the occupant or operations	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
b	- breakage, routine repair and replacement of exterior windows or canopies <i>caused</i> by occupant or operations	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
c	- cleaning of interior surfaces of exterior windows	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
d	- cleaning of exterior surfaces of exterior windows and canopies	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	Head NPO	VBE	n/a
		Childcare Centre	Head NPO	NPO	n/a
e	- life cycle replacement of exterior windows and canopies	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	Head NPO	VBE	n/a
		Childcare Centre	Head NPO	CoV	n/a
7.3	Common Area Windows				

Item	Description		Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital
a	- breakage, routine repair	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
b	- cleaning (of exterior surfaces)	Social Housing	Head NPO	Proportionate Share 1	Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
c	- cleaning (of interior surfaces)	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
d	- life cycle replacement	Social Housing	Head NPO	Proportionate Share 1	Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
7.3	Interior and Exterior Doors within the Tenant's Space				
a	- maintenance and repair of interior doors	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
b	- life cycle replacement of interior doors	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a

Item	Description		Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital
c	- maintenance and repair of exterior doors	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
d	- life cycle replacement of exterior doors	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
7.4	Common Area Doors				
a	- maintenance and repair	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
b	- life cycle replacement	Social Housing	Head NPO	Proportionate Share 1	Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
8.1	Interior Surfaces within Tenant's Space				
a	- interior life-cycle repainting	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a

Item	Description		Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital
b	- maintenance and cleaning of window applications including, but not limited to blinds and curtains	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
c	- repairs to interior walls and ceilings, including minor painting	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
d	- life-cycle replacement of ceiling tiles	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
e	- interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks <i>not</i> caused by the occupant or operations	Social Housing	Head NPO	CoV	Capital
		Vancouver Board of Education	VBE	CoV	n/a
		Childcare Centre	CoV	CoV	n/a
f	- maintenance and repairs of floor coverings, including carpet and tile	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
g	- life-cycle replacement of floor covering	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a
h	- maintenance and repair millwork	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
i	- life-cycle replacement of millwork	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	CoV	CoV	n/a

Item	Description	Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital	
8.2	Common Area Interior Surfaces <u>(including the Underground Parking Area)</u>				
a	- all maintenance and repairs	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	NPO Proportionate Share 1	n/a
b	- all capital maintenance or replacements	Social Housing	Head NPO	Proportionate Share 1	Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
9.1	Major Structural Systems included within the Tenant's Space				
a	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing	Social Housing	Head NPO	Proportionate Share 1	Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
b	- repairs and painting of exterior surfaces including windows, trim, fascia and soffits	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	NPO Proportionate Share 1	n/a
c	- cleaning of exterior surfaces	Social Housing	Head NPO	Proportionate Share 1	Non-Capital

Item	Description		Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	NPO Proportionate Share 1	n/a
d	- exterior life-cycle repainting	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
e	-annual inspection, servicing, maintenance, repair and replacement of the dedicated intensive green roof, excluding the roof membrane, envelope and structure	Social Housing	n/a	n/a	n/a
		Vancouver Board of Education	n/a	n/a	n/a
		Childcare Centre	CoV	CoV	n/a
f	- monitoring, maintenance and repair of the roof leak detection system	Social Housing	n/a	n/a	n/a
		Vancouver Board of Education	n/a	n/a	n/a
		Childcare Centre	CoV	CoV	n/a
9.2	Major Structural Systems external to the Tenant's Space				
a	- all repairs and replacements	Social Housing	Head NPO	Proportionate Share 1	Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
10.1	Site Services exclusive to the Tenant's Space				

Item	Description		Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital
a	- landscaping repairs including hardscapes, maintenance and replacement	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
b	- general cleaning of grounds, litter disposal	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
c	-maintenance, repair and replacement of tenant-specific gates and fences	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
d	-Irrigation repairs, maintenance, including DDC controls and replacement	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
10.2	Common Site Services				
a	- landscaping repairs including hardscapes, maintenance and replacement	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	NPO Proportionate Share 1	n/a
b	- grass cutting	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	NPO Proportionate Share 1	n/a
c	- general cleaning of grounds, litter disposal	Social Housing	Head NPO	Proportionate Share 1	Non-Capital

Item	Description	Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital	
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	NPO Proportionate Share 1	n/a
d	- snow and ice removal from steps, walkways, entrances including the provision of de-icing materials	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	NPO Proportionate Share 1	n/a
e	- removal of snow from entrance to parking areas	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	NPO Proportionate Share 1	n/a
f	- snow and ice removal from roof area walkways	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	NPO Proportionate Share 1	n/a
g	- repairs of water and sewage systems (beyond the building perimeter)	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
h	- maintenance, repair and replacement of gates and fences (excluding tenant specific gates and fences)	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	NPO Proportionate Share 1	n/a
i	- maintenance and repair of parking areas	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a

Item	Description		Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital
		Childcare Centre	Head NPO	NPO Proportionate Share 1	n/a
j	-Irrigation repairs, maintenance, including DDC controls and replacement	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	NPO Proportionate Share 1	n/a
11.1	Exterior Signage exclusive to the Tenant's Space				
a	- maintenance, repair, and replacement (subject to prior approval of the CoV)	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
11.2	Interior Signage within the Tenant's Space				
a	- maintenance, repair and replacement	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
12.1	Play Area & Equipment within the Housing Outdoor Amenity				
a	-maintenance, repair and replacement of play equipment		Head NPO	Head NPO	Non-Capital

Item	Description	Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital	
12.2	Play Area & Equipment within Childcare Play Areas				
a	- inspection, maintenance, and repair of playground equipment and structures	NPO	NPO	n/a	
b	- life cycle replacement of play equipment and structures	NPO	NPO	n/a	
c	- maintenance, repair and replacement of general outdoor surfaces, gates and fences	NPO	NPO	n/a	
d	- maintenance, repair, replacement of sand and fibar/engineered wood chip materials	NPO	NPO	n/a	
e	- maintenance of landscaping (plantings)	NPO	NPO	n/a	
f	-maintenance, repair and replacement of perimeter fencing when damage is <u>not</u> caused by occupants or operations	CoV	CoV	n/a	
g	-maintenance, repair and replacement of perimeter fencing when damage <u>is</u> caused by occupants or operations	CoV	NPO	n/a	
h	- snow and ice removal	NPO	NPO	n/a	
13.1	Janitorial Services Within the Tenant's Space				
a	- routine janitorial/custodial services	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
b	- pest control services (interior)	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
c	- pest control services (exterior)	Social Housing	Head NPO	Head NPO	Non-Capital

Item	Description		Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital
		Vancouver Board of Education	Head NPO	VBE	n/a
		Childcare Centre	Head NPO	CoV	n/a
d	- provision of all washroom supplies	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
e	- garbage and recycling removal services	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
13.2	Common Area Janitorial Services				
a	- routine janitorial/custodial services	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	VBE	Proportionate Share 1	n/a
		Childcare Centre	NPO	NPO Proportionate Share 1	n/a
b	- pest control services (exterior)	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	CoV Proportionate Share 1	n/a
14.1	Appliances, Program & Other Non-Installed Equipment Within the Tenant's Space				
a	- inspection, maintenance and repair of all non-building equipment including	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a

Item	Description		Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital
	without limitation all stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting	Childcare Centre	NPO	NPO	n/a
b	- replacement of all appliances, program and non-installed equipment	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
c	- maintenance, repair and replacement of furniture	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
15.1	Renovations and Upgrades				
a	- any upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by CoV)	Social Housing	Head NPO	Head NPO	Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
16.1	Parking Facility				
a	- non-structural repair & maintenance	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	NPO Proportionate Share 1	n/a
b	- utilities	Social Housing	Head NPO	Proportionate Share 1	Non-Capital

Item	Description		Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a
		Childcare Centre	Head NPO	NPO Proportionate Share 1	n/a
17.1	Utilities				
a	- electricity used by the Tenant's space	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
b	- gas used by the Tenant's space	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
c	- water and sewer used by the Tenant's space	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
d	- Neighbourhood Energy Utility (NEU) used by the Tenant's space	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
e	- all other municipal utility charges which appear on the property tax notice	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
f	- common area utilities	Social Housing	Head NPO	Proportionate Share 1	Non-Capital
		Vancouver Board of Education	Head NPO	Proportionate Share 1	n/a

Item	Description		Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital
		Childcare Centre	Head NPO	NPO Proportionate Share 1	n/a
18.1	Business Operations				
a	- staff costs	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
b	- telephone, internet & cable services	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
c	- insurance (CGL, business interruption, contents, tenant's legal liability etc.)	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
d	- provision, maintenance and replacement of computer systems within the Tenant's space	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
e	- supplies and equipment, including for bathrooms and kitchens	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
f	- security services related directly to tenant's space	Social Housing	Head NPO	Head NPO	Non-Capital
		Vancouver Board of Education	VBE	VBE	n/a
		Childcare Centre	NPO	NPO	n/a
g	- building insurance	Social Housing	CoV	Proportionate Share 1	Non-Capital

Item	Description	Party to Perform the Work	Party Responsible To Pay for Work	Housing Capital or Non-Capital
	Vancouver Board of Education	CoV	Proportionate Share 1	n/a
	Childcare Centre	CoV	CoV Proportionate Share 1	n/a

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 is not responsible to complete or fund any repairs or capital replacements in the building.

Annual Maintenance Plan

The Tenant must prepare and submit an Annual Maintenance Plan at the beginning of each calendar year, which includes both the Routine and Preventative Maintenance (and including all regulatory requirements). At the end of each year, the Tenant will submit a report/reports summarizing the Routine and Preventative Maintenance that has been performed and costs, along with any capital maintenance/improvements performed and costs. The Landlord reserves the right to validate the Annual Maintenance Plan.

Routine and Preventative Maintenance

- Reoccurring, scheduled inspection and minor maintenance of building systems and equipment
 - Structural
 - Mechanical
 - Electrical/Lighting
 - Plumbing
 - Building envelope
 - Building Interiors
- Scheduled maintenance work that is issued a minimum of once per year (annually/semi-annual, quarterly or monthly)
- Scheduled overhauls and inspections that recur within a two year period

Regulatory Requirements

- For those systems and products that are required to comply with legislated regulations and standards for health, safety, accessibility, energy, water and efficiency. Examples of some systems include: fire alarm systems, fire sprinkler systems, and elevators.

Capital Maintenance

- Life cycle replacement of equipment or systems at the end of effective life including:
 - Heating, Ventilation and Air Conditioning systems
 - Electrical systems
 - Mechanical systems
 - Structural elements
 - Building Envelope
 - etc

APPENDIX E: SERVICE LEVEL AGREEMENT FOR BAYSHORE GARDENS

SCHEDULE "A"
To Childcare Facility Lease
SERVICE LEVEL AGREEMENT
AIR SPACE PARCEL (ASP)
CHILDCARE PARTNERSHIP MODEL

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

City of Vancouver (Owner)	City
NPO Operator (Society)	Society
Strata, Remainder, Other Air Space Parcel Owners	Other ASP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
1.	Heating, Ventilation and Air Conditioning exclusive to or within the City's ASP (excluding common equipment/systems)		
a	- annual inspection	City	City
b	- routine maintenance and repair	City	City
c	- 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 City's ASP)		
a	- annual inspection, maintenance and repair	City/other ASP	City
b	- life cycle replacement	City/other ASP	City
3.	Plumbing Systems exclusive to or within the City's ASP (excluding common systems/equipment)		
a	-preventive maintenance and repairs to hot water heating systems and domestic cold water systems	City	City

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
b	- major repairs and replacement of hot water heating systems and domestic cold water systems	City	City
c	- repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	Society	Society
d	- life cycle replacement of hot water systems, fixtures and piping including all sinks and toilets	City	City
e	- cleaning, maintenance and repairs of exterior drains in Play Yard	City	City
f	- life cycle replacement of the exterior drains in Play Yard	City/other ASP	City/other ASP
4.	Common Plumbing Systems (systems serving more than the City's ASP)		
a	- annual inspection, maintenance and repair	City/other ASP	City
b	- life cycle replacement	City/other ASP	City
5.	Mechanical Systems exclusive to or within the City's ASP (excluding common systems/equipment)		
a	- preventive maintenance and repairs	City	City
b	- life cycle replacement	City	City
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 City's ASP)		
a	- annual inspection, maintenance and repair	City/other ASP	City

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
b	- life cycle replacement	City/other ASP	City
7.	Fire Protection & Suppression exclusive to the City's ASP		
a	- monthly inspection of fire extinguishers within the premises	Society	Society
b	- annual inspection of fire extinguishers and smoke detectors within the premises	City	City
c	- repairs/recharging of fire extinguishers within premises	City	City
d	- life cycle replacement of fire extinguishers within premises	City	City
8.	Common Fire Protection & Suppression (systems serving more than the City's ASP)		
a	- annual inspection, maintenance and repairs of the fire alarm system	City/other ASP	City
b	- life cycle replacement of fire alarm system	City/other ASP	City
c	- annual inspection, maintenance and repair of fire sprinkler system	City/other ASP	City
d	- life cycle replacement of fire sprinkler system	City/other ASP	City
9.	Security Systems dedicated to or within the City's ASP		
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
d	- provision, replacement of fobs, keys and other devices	Society	Society

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
10.	Common Security Systems (systems serving more than the City's ASP)		
a	- system monitoring, inspection, maintenance and repair	City/other ASP	City
b	- life cycle replacement	City/other ASP	City
11.	Electrical Distribution Systems exclusive to or within the City's ASP (excluding common systems/equipment)		
a	- repairs and upgrades required by Code	City	City
b	- inspection, maintenance and repair of wiring, breakers and electrical panels	City	City
c	- life cycle replacement of wiring, breakers and panels	City	City
d	- repair or replacement of switches, receptacles, cover plates	Society	Society
12.	Common Electrical Distribution Systems (systems serving more than the City's ASP)		
a	- inspection, maintenance and repair of electrical distribution systems to the leased premises	City/other ASP	City
b	- life cycle replacement of electrical distribution systems to the leased premises	City/other ASP	City
13.	Lighting Systems within the City's ASP		
a	- bulb/tube replacement for interior lighting	Society	Society
b	- annual inspection and maintenance of interior emergency/exit lighting	City	City
c	- interior and exterior lighting ballast replacement	City	City

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
d	- life cycle replacement of fixtures	City	City
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 City's ASP)		
a	- inspection, maintenance, repair, and cleaning	City/other ASP	City
b	- life cycle replacement	City/other ASP	City
15.	Interior Windows within the City's ASP		
a	- replacement of interior windows from breakage/damage caused by the occupant or operations and routine repair	Society	Society
b	- cleaning	Society	Society
c	- replacement due to normal wear and tear	City	City
16.	Exterior Windows within the City's ASP and Play Yard Canopy		
a	- repairs and replacement of exterior windows/canopy, from breakage/damage not caused by the occupant or operations	City/other ASP	City/other ASP
b	- repairs and replacement of exterior windows/canopy, from breakage/damage caused by the occupant or operations	City/other ASP	Society
c	- cleaning of the interior of exterior windows	Society	Society
d	- cleaning of the exterior windows and play yard canopy	City/other ASP	Society

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
e	-life cycle replacement	City/other ASP	City
17.	Common Area Windows (Lobby)		
a	- replacement of common area windows from breakage/damage not caused by the occupant or operations and routine repair	City/other ASP	City/other ASP
b	- repairs and replacement of common area windows, from breakage/damage caused by the occupant or operations	City/other ASP	Society/other ASP
b	- cleaning (of exterior surfaces)	other ASP	Society/other ASP
c	- cleaning (of interior surfaces)	Society/other ASP	Society/other ASP
d	- life cycle replacement	City/other ASP	City/other ASP
18.	Interior and Exterior Doors within the City's ASP		
a	- maintenance and repair of interior doors	Society	Society
b	- life cycle replacement of interior doors	City	City
c	- maintenance and repair of exterior doors	City	City
d	- life cycle replacement of exterior doors	City	City
19.	Common Area Doors		
a	- maintenance and repair	City/other ASP	City/other ASP
b	- life cycle replacement	City/other ASP	City/other ASP
20.	Interior Surfaces within the City's ASP		

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
a	- interior life cycle repainting	City	City
b	- maintenance and cleaning of window applications including, but not limited to blinds and curtains	Society	Society
c	- repairs to interior walls and ceilings, including minor painting	Society	Society
d	- life cycle replacement of ceiling tiles	City	City
e	- interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks not caused by the occupant or operations	City/other ASP	City/other ASP
f	- maintenance and repairs of floor coverings, including carpet and tile	Society	Society
g	- life cycle replacement of flooring coverings	City	City
h	- maintenance and repair of millwork	Society	Society
i	- life cycle replacement of millwork	City	City
21.	Common Area Interior Surfaces (Lobby)		
a	- all maintenance and repairs	City/other ASP	City/other ASP
b	- all capital maintenance or replacements	City/other ASP	City/other ASP
c	- cleaning	Society/other ASP	Society/other ASP
22.	Major Structural Systems included within the City's ASP		
a	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing	City/other ASP	City/other ASP
b	-repairs or replacement of the roofing membrane located under the playground (including the removal	Other ASP	Other ASP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
	and restoration of the playground equipment finishes, improvements and apparatus)		
c	-repairs or replacement of the roofing membrane located under the playground (including the removal and restoration of the playground equipment finishes, improvements and apparatus) when damage is caused by the occupant or operations	City/other ASP	Society
d	- repairs and painting of exterior surfaces including windows, trim, fascia and soffits	City	City
23.	Major Structural Systems external to the City's ASP		
a	- all repairs and replacements	City/other ASP	City/other ASP
24.	Common Site Services		
a	- landscaping repairs and maintenance	other ASP	City/other ASP
b	- grass cutting	other ASP	City/other ASP
c	- general cleaning of grounds, litter disposal	other ASP	Society/other ASP
d	- snow and ice removal from steps, walkways, entrances including the provision of de-icing materials	other ASP	Society/other ASP
e	- snow and ice removal from entrance to parking areas	other ASP	City/other ASP
f	- snow and ice removal from roof areas	other ASP	City/other ASP
g	- repairs of water and sewage systems (beyond the building perimeter), unless deemed to be caused by the Tenant	other ASP	City/other ASP
h	- maintenance, repair and replacement of gates and fences (excluding tenant specific gates and fences	other ASP	City/other ASP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
i	- maintenance and repair of parking areas	other ASP	City/other ASP
25.	Signage exterior to the City's ASP		
a	- maintenance, repair, and replacement (subject to prior approval of the City and Dev/Strata)	Society	Society
26.	Interior Signage within the City's ASP		
a	- maintenance, repair and replacement of interior signage	Society	Society
27.	Play Area and Equipment not including glass canopy		
a	- inspection, maintenance, and repair of playground equipment and structures	Society	Society
b	- life cycle replacement of play equipment and structures	Society	Society
c	- maintenance, repair and replacement of general outdoor surfaces, interior gates and fences	Society	Society
d	- maintenance, repair, replacement of sand and fibar materials	Society	Society
e	- maintenance of landscaping (plantings)	Society	Society
f	- maintenance, repair and replacement of perimeter fencing - when damage is <i>not</i> caused by the Society, the Society's Personnel or their invitees	City	City
g	- maintenance, repair and replacement of perimeter fencing - when damage is caused by the Society, the Society's Personnel or their invitees	City	Society

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
h	- life cycle replacement of perimeter fencing	City	City
28.	Janitorial Services within the City's ASP		
a	- routine janitorial/custodial services	Society	Society
b	- pest control services (ASP interior)	Society	Society
c	- provision of all washroom supplies	Society	Society
d	-exterior pest control services	City	City
29.	Common Area Janitorial Services (Lobby)		
a	- routine janitorial/custodial services	Society/other ASP	Society/other ASP
b	- pest control services (shared lobby interior)	Society/other ASP	Society/other ASP
c	- garbage removal services	Society/other ASP	Society/other ASP
d	-exterior pest control services	City/other ASP	City/other ASP
30.	Appliances, Program and Other Non-Installed Equipment within the City's ASP		
a	- inspection, maintenance and repair of all non-building equipment including stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting	Society	Society
b	- replacement of all appliances, program and non-installed equipment	Society	Society
c	- maintenance, repair and replacement of furniture	Society	Society
31.	Renovations and Upgrades within the City's ASP		

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
a	- any upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by Dev/Strata and City)	Society	Society
32.	Utilities		
a	- electricity	Society	Society
b	- gas	Society	Society
c	- water and sewer	Society	Society
33.	Business Operations		
a	- staff costs	Society	Society
b	- 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
e	- security services	Society	Society

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.

APPENDIX F: PUBLIC SERVICE REQUIREMENTS TEMPLATE

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").

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 _____, 20__):

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

- (b) in a manner that is consistent with the City of Vancouver's childcare policies in effect from time to time. For greater certainty, if such policies change, the Tenant will be required to adapt its childcare operation to align with such new or revised policies;

- (c) 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) Quality of Care: the Tenant will demonstrate full compliance with licensing requirements. If not in compliance, the Tenant 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 twospirit people), ethnicities, cultural backgrounds, religions, languages, under-represented communities and socio-economic conditions in the APPENDIX D PAGE 2 OF 5 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) Financial Management: the Tenant will demonstrate sound financial planning and management practices to sustain current and longer-term programming and operation of the Premises.
- iv) Leadership: 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 communication with and involvement of the families to assist in the planning and operation of childcare programs at the Premises, such as through parent advisory committee(s), if there is sufficient interest. 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: professional development will include Indigenous cultural competency training, and curricula will include programming that addresses diversity, inclusion, equity and cultural competence.
- 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;

(d) 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 fulfill 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. FAILURE TO COMPLY

If there is unsatisfactory compliance by the Tenant with the requirements set out in this Schedule ____, the Landlord may, in its sole discretion:

(a) require the Tenant to adjust its operations to be in compliance with this Schedule ___ including without limitation, complete further training and develop new policies; and/or

(b) terminate the Agreement in accordance with Section 2.2 (b)(iii) thereof.

5. 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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