

#### **REPORT**

Report Date: July 8, 2022 Contact: Mary Clare Zak Contact No.: 604.871.6643

RTS No.: 14838 VanRIMS No.: 08-2000-20

Meeting Date: July 19, 2022 Submit comments to Council

TO: Vancouver City Council

FROM: General Manager of Arts, Culture and Community Services

SUBJECT: 2022 Community Services and Other Social Grants

### **RECOMMENDATIONS**

### **Operating and Capital Grants**

- A. THAT Council approve 27 Core Support Grants totalling \$680,170 including recommended conditions on the grant, to the organizations listed in Column 1 of Appendix A-1 in the amounts recommended for each organization in Column 2 of Appendix A-1. Source of funding is the 2022 Social Policy Operating Grants budget.
- B. THAT Council approve four (4) Organizational Capacity Building Grants totalling \$100,000, including recommended conditions on the grant, to the organizations listed in Column 1 of Appendix B in the amounts recommended for each Agency in Column 2 of Appendix B. Source of funding is the 2022 Social Policy Operating Grants budget.
- C. THAT Council approve 15 Multi-year Sustainable Food Systems Grants totalling \$569,800 from the Annual Social Policy Grants Operating budget 2022 (\$101,200), 2023 (\$193,050), 2024 (\$183,700), and 2025 (\$91,850) to the organizations listed in Column 1 of Appendix C-1 in the amounts recommended for each organization in Columns 4, 5, 6 and 7 of Appendix C-1.
- D. THAT Council approve three (3) Multi-year Vancouver School Food Funding Grants totalling \$1,431,378 from the Annual Social Policy Grants Operating Budget 2022 (\$238,563), 2023 (\$477,126), 2024 (\$477,126), and 2025 (\$238,563) to the organizations listed in Column 1 of Appendix D in the amounts recommended for each organization in Columns 4, 5, 6 and 7 of Appendix D.
- E. THAT Council authorize five (5) Childcare Reserve (Infant/Toddler) Grants totalling \$414,800 to the Agencies listed in Column 1 of Appendix E-1 in the

- amounts recommended for each Agency in Column 5 of Appendix E-1. Source of funds is the Childcare Reserve.
- F. THAT Council approve three (3) Childcare Research, Policy Development and Innovation Grants totalling \$112,000 to the organizations listed in Column 1 of Appendix F in the amounts recommended for each organization in Column 3 of Appendix F. Source of funds is the 2022 Social Policy Operating Grants Budget Childcare.
- G. THAT Council approve up to a combined total of \$160,000 in one-time grants to organizations and projects that meet specific criteria of the Childcare Research, Policy Development and Innovation Grant and Childcare Program Development/Program Stabilization Grants (Appendix G), and authorize the Managing Director, Social Policy & Projects, to approve funding amounts for each one-time grant. Source of funds is the 2022 Social Policy Operating Grants budget Childcare.
- H. THAT Council approve one (1) capital grant of \$55,562 to the YMCA of Greater Vancouver to support the expansion of licensed childcare programs at MacKenzie and Tennyson elementary schools, as described in Appendix H. Source of funds is 2022 Capital Budget Provincial Childcare MOU funds for school age 5-12 years old.
- I. THAT Council approve a grant of \$40,000 to Good Night Out Vancouver Society for a one year pilot initiative to raise awareness and commitment towards ending sexual violence in collaboration with local businesses (Appendix I). Source of Funding: 2022 ACCS Operating Budget.
- J. THAT Council approve one (1) grant of \$331,400 to the Collingwood Neighbourhood House Society to support operations of the Collingwood Gymnasium and Collingwood Annex, for the period January 1, 2022 to December 31, 2022. Source of funds is \$291,400 from the 2022 General Government Operating budget and \$40,000 from the 2022 Social Policy Grants Operating budget.
- K. THAT Council approve one (1) in-kind grant of a cargo van from the City of Vancouver fleet as described in Appendix J to the WISH Drop-In Centre Society for the Mobile Access Project (MAP Van) and a Social Policy Capital Grant of \$12,000 to retrofit the van. Source of funds is Truck and Equipment Plant Account (CoV Sustainability) (\$5,000); and, the 2022 Social Policy Small Capital Grant budget (\$12,000).
- L. THAT Council approve up to a combined total of \$80,000 in one-time grants under the Social Policy Capital Grants Program and authorize the Managing Director, Social Policy & Projects, to approve individual funding amounts for each one-time grant to organizations and projects selected based on the specific eligibility criteria and requirements detailed in Appendix K, which grants will be subject to the grant conditions outlined in Appendix K. Source of funds is the 2022 Social Policy 2022 Small Capital Grant budget.

### Capital Grant – Aboriginal Land Trust Society

- M. THAT Council approve a one-time capital grant of up to \$2,000,000 to the Aboriginal Land Trust Society to support relocation of the Saa'ust Centre, which provides healing and wellness supports to Indigenous community members, to a permanent space at 52-92 E Hastings Street, as per the description contained in Appendix L-1. Source of funds is the 2022 Capital Budget for Equity Initiatives.
- N. THAT Council authorize Staff to execute and deliver on behalf of the City all legal agreements required to implement Recommendation M, including the grant agreement attached hereto as Appendix L-2 and to disperse the grant described in Recommendation M on the terms and conditions set out therein or such other terms and conditions as are satisfactory to the General Manager of Arts, Culture and Community Services and the Director of Legal Services.

### SRO Upgrade Grant – Atira Women's Resource Society

- O. THAT Council approve a grant of \$720,000 to Atira Women's Resource Society, to be spent on building upgrades to the SRO-designated London Hotel, located at 208 East Georgia Street, subject to the grant conditions described in Appendix M, including the condition that Atira Women's Resource Society and the owner of the London Hotel enter into and register on title to the property an amended Housing Agreement as described in Appendix M. Source of funds is the 2022 Capital Budget for the SRO Upgrade granting program (SRO grants).
- P. THAT, subject to the approval of Recommendation O and execution of the Housing Agreement contemplated by Recommendation O, the Director of Legal Services be instructed to bring forward for enactment the By-law necessary to approve the Housing Agreement, provided that any such approval that may be granted following the hearing of this matter by Council shall not obligate the City to enact a Housing Agreement By-law, and any costs incurred in fulfilling requirements imposed by Recommendation O are at the risk of the property owner.

### Appointment of Operators and Nominal Lease/Licence Agreements

- Q. THAT Council approve the following non-profit organization to occupy and operate the 4,801 square foot unit #235 on the 2nd floor (as shown shaded in blue on the plan included in Appendix N titled Schedule A Plan of Premises) (the "Premises") of the social service centre at 1101 Seymour Street, legally described as: PID: 029-321-808; Lot 1 Block 93 Plan EPP40740 District Lot 541 NWD Group 1:
  - W.A.V.A.W./R.C.C.: Women Against Violence Against Women/Rape Crisis Centre ("WAVAW").
- R. THAT Council authorize the Director of Real Estate Services to negotiate and execute a nominal lease agreement with WAVAW for the Premises, on terms and conditions consistent with the signed term sheet included in Appendix N, prepared on the City's form of lease known as the Precedent Lease for Non-profit Entities (Cultural/Social), and otherwise to the satisfaction of the General

Manager of Real Estate and Facilities Management, the General Manager of Arts, Culture and Community Services and the Director of Legal Services;

FURTHER THAT as the basic rent for the Premises described in Recommendation Q will be below the applicable market rate and includes payment of rent-in-lieu of property taxes, Recommendation Q constitutes a grant estimated at approximately \$196,800 per annum, or \$984,000 for the initial 5 year term, based on the first year of the term.

S. THAT Council approve the following non-profit organization to be the non-profit operator for the new social facility of approximately 13,338 square feet over two levels (the "QMUNITY Premises"), and that will be co-located in a mixed use development at 981 Davie Street (legal description of property provided in Appendix O-1 and O-2):

QMUNITY BC's Queer, Trans and Two-Spirit Resource Centre Society ("QMUNITY").

T. THAT Council authorize the Director of Real Estate Services to negotiate and execute a nominal sub-sublease agreement with QMUNITY for the QMUNITY Premises, on terms and conditions consistent with the signed term sheet included in Appendix O-1 and O-2, prepared on the City's form of lease known as the Precedent Lease for Non-profit Entities (Cultural/Social), and otherwise to the satisfaction of the General Manager of Real Estate and Facilities Management, the General Manager of Arts, Culture and Community Services and the Director of Legal Services;

FURTHER THAT as the basic rent for the QMUNITY Premises will be below the applicable market rate and includes payment of rent-in-lieu of property taxes, Recommendation S constitutes a grant estimated at approximately \$544,600 per annum, or \$2,723,000 for the initial 5 year term, based on the first year of the term.

- U. THAT Council authorize the Director of Real Estate Services to negotiate and execute an amended licence agreement (the "Sole Food Licence") with Cultivate Canada Society, dba Sole Food Street Farms ("Sole Food"), for an approximate 95,000sf portion of City owned lands located at:
  - 215 West 1st Avenue, legally described as: PID: 026-979-772; Lot 327
     False Creek Plan BCP28525; and
  - 1850 Spyglass Place, legally described as PID: 026-498-502; Lot 308, except part on Plan BCP29724, False Creek Plan BCP20723 (collectively, the "West 1st Property");

on the terms and conditions outlined in this report and Appendix P of this report, and otherwise to the satisfaction of the General Manager of Real Estate and Facilities Management, the General Manager of Arts, Culture and Community Services and the Director of Legal Services, including:

i) <u>Term and Renewals</u>: the existing Sole Food Licence at the West 1st Property (which expires October 31, 2023) will be amended to allow for the proposed 2 year extension of the term to October 31, 2025 (the "Extension Term"). The

extension is conditional upon the City being satisfied that Sole Food has the capacity to operate, maintain and program the facility space in accordance with the licence terms, and Social Policy and Projects staff will regularly review to ensure the quality of programming is maintained;

ii) Total Rent: Ten dollars (\$10.00) for the Extension Term, subject to an early termination provision in favour of the City upon 6 months' notice, and reconfiguration clause due to anticipated development of the site as set out in the Southeast False Creek Official Development Plan;

FURTHER THAT as the basic rent under the Sole Food Licence for the West 1st Property will be below the applicable market rate, Recommendation U constitutes a grant estimated at approximately \$475,000 per annum, or \$950,000 for the 2 year Extension Term (forgone revenue to the Property Endowment Fund).

- V. THAT Council authorize the Director of Real Estate Services to negotiate and execute a licence agreement (the "IRSSS Licence") with the Indian Residential School Survivors Society ("IRSSS"), for an approximate 1,690 sf portion of the 8th floor of the City owned building located at 350 West Georgia Street (the "IRSSS Licence Area"), legally described as: PID: 019-023-251; LOT 541 BLOCK 56 PLAN LMP19600 DISTRICT LOT 541 NWD, on the terms and conditions outlined in this report and Appendix Q of this report, and otherwise to the satisfaction of the Chief Librarian & CEO of Vancouver Public Library, General Manager of Real Estate and Facilities Management, and Director of Legal Services, including:
  - i) Term: Three (3) year term;
  - ii) Base Rent: Ten dollars (\$10.00) for the term;
  - iii) <u>Licence Fee</u>: \$8,450.00 per annum, inclusive of payment of rent-in-lieu of property taxes, payable in equal monthly instalments of \$704.17 plus GST;

FURTHER THAT as the basic rent under the IRSSS Licence for the IRSSS Licence Area will be below the applicable market rate and includes payment of rent-in-lieu of property taxes, Recommendation V constitutes a grant valued at approximately \$72,670 per annum, or \$218,010 for the 3-year term of the licence agreement.

### Parg Casino Payments to Social Responsibility Fund and St. Paul's Foundation

W. THAT Council authorize the attached repayment plan described in Appendix R for the outstanding balance of \$750,000 to the Social Responsibility Fund and \$900,000 to the St. Paul's Foundation, for Parq Holdings Limited Partnership, operator of the Parq Vancouver casino at 39 Smithe Street, to meet its obligations under the conditions of the *Responsible Gaming Agreement* reached with the City in 2015.

### Other Applicable Recommendations

- X. THAT, pursuant to Section 206(1)(j) of the *Vancouver Charter*, Council deems any organization that is listed in Appendices A through R or named in Recommendations A through V that is not a registered charity with the Canada Revenue Agency to be an organization contributing to the health or welfare of the City.
- Y. THAT Council authorize the General Manager of Arts, Culture and Community Services to negotiate and execute agreements to disperse the grants described in Recommendations A to N, and O on the terms and conditions set out herein or such other terms and conditions as are satisfactory to the General Manager of Arts, Culture and Community Services and the Director of Legal Services.
- Z. THAT no legal rights or obligations will arise or be created by Council's adoption of Recommendations A through W unless and until all legal documentation has been executed and delivered by the respective parties.

Recommendations A to M, O, R, T, U, and V are grants and require 2/3 affirmative votes of all Council members per Section 206(1) of the *Vancouver Charter*.

### REPORT SUMMARY

This report seeks Council approval to implement a variety of operating and capital grants, and nominal leases/licences, through which the City fosters progress on policy goals led by Social Policy and Affordable Housing and Homelessness Services in ACCS, totalling nearly \$12M in grants that include:

- a total of \$3,856,548 in grants to 52 community social service organizations to enable the sector to provide critical programs and services to Vancouver residents and the nonprofit organizations that support them;
- a total of \$2,055,562 in capital grants for social space creation;
- a total of \$720,000 in funding for SRO retention;
- the appointment of two (2) operators for City-owned facilities;
- the authority to enter into three nominal leases/licences and extend one nominal licence, together worth an estimated combined value over 5 years of \$4,875,010 at the four facilities:

In addition, the report recommends a proposed repayment plan for contributions from the Parq Casino to the St. Paul's Foundation and the City's Social Responsibility Fund (SRF) totaling approximately \$1.6M that were suspended as part of an agreement with the City as a result of Covid impacts.

The recommendations support key civic policy and strategic directions as follows:

- The City's Reconciliation Framework;
- The City's Equity Framework;
- Spaces to Thrive: Vancouver Social Infrastructure Strategy;
- Civic Childcare Strategy;
- Vancouver Food Strategy;
- Healthy City Strategy;

- Housing Vancouver Strategy & SRO Revitalization Action Plan; and
- The City's COVID-19 Economic and Business Recovery Program to restart the economic, social, and cultural recovery of the city.

These investments are consistent with the City's goal of increasing equitable access to services and supports, and to maintain people in safe and affordable housing. Grants provide the funding required to support programs and services. The recommended operators and associated leases align with the Spaces to Thrive objective of building a network of the right type and supply of social infrastructure and food assets that meet Reconciliation, equity, and resilience goals.

Despite investments from the City, the need for financial support far outstrips the City's capacity to meet that demand. For example, the \$2.54M in requests for Core Support and food systems grants are over three times the available budget.

Table 1: Summary of Grant Recommendations in this Report (excluding leases/licences)\*

\*Note: This table includes grants awarded via open calls as well as those targeted to groups/initiatives addressing specific City priorities or community needs.

GRANT STREAM	GRANT PROGRAM	NO. of GRANTS	TOTAL \$\$ RECOMMENDED	TOTAL \$\$ REQUESTED	APPENDIX
	Core Support Grants	27	\$680,170	\$2,504,306	A-1
Community Services	Nonprofit Organizational Capacity Building Grants	4	\$100,000	\$100,000	В
	Subtotal		\$780,170	\$2,604,306	
Sustainable Food	Sustainable Food Systems Grants	15	\$569,800	\$1,873,629	C-1
Systems	VSB School Food Program Grants	3	\$1,431,378	\$1,431,378	D
	Subtotal		\$2,001,178	\$3,305,007	
	Childcare Reserve Grants	17	\$414,800	\$510,000	E-1
Childcare	Childcare Research, Policy Development & Innovation Grants	3	\$112,000	\$112,000	F
Cillideare	Childcare Research, Policy Development & Innovation Grants	1	\$160,000	-	G
	School Age Care Expansion Grant	1	\$55,562	\$55,562	Н
	Subtotal		\$742,362	\$677,562	
Other Grants	Collingwood Neighbourhood House Gymnasium & Annex	1	\$331,421	\$333,021	N/A
	Safety Initiatives (Good Night Out) – ACCS Operating Budget	1	\$40,000	\$40,000	I

GRANT STREAM	GRANT PROGRAM	NO. of GRANTS	TOTAL \$\$ RECOMMENDED	TOTAL \$\$ REQUESTED	APPENDIX
	WISH Drop- in Centre Society (Map Van)	1	\$17,000	\$17,000	J
	Social Policy Capital Grants		\$80,000	-	K
	Aboriginal Land Trust - Saa'ust Centre (Capital Grant)	1	\$2,000,000	\$2,000,000	L-1, L-2
	SRO Upgrade Grant – Atira Women's Resource Society – London Hotel	1	\$720,000	\$720,000	M
	Subtotal			\$3,787,538	
		_			
	GRAND TOTAL		\$6,712,131	\$9,696,896	

Table 2: Summary - Appointment of Operators and Nominal Leases/Licences

Organization	TOTAL \$\$ RECOMMENDED	APPENDIX
WAVAW – 1101 Seymour Street	\$984,000	Ν
QMUNITY- 981 Davie Street	\$2,723,000	O-1, O-2
Sole Food - 215 W 1st /1850 Spyglass Place	\$950,000	Р
Indian Residential School Survivors Society (IRSSS) – 350 West Georgia Street	\$218,010	Q
TOTAL VALUE	\$4,875,010	

#### COUNCIL AUTHORITY/PREVIOUS DECISIONS

Please see Appendix S. Additional decisions specific to a particular lease or licence can be found in the Appendices cited in the Recommendation for each lease or licence.

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

The City Manager recommends approval of the foregoing. The City's non-profit sector plays a critical role in the social development of the city and neighbourhoods and is struggling to recalibrate following more than two years of pandemic disruptions, including repeated shut downs of in-person services, in an environment of surging inflationary pressures and escalating rental and lease costs. The demand for affordable spaces, services and supports – and, thus, the need for a vibrant community social service sector - continues to grow. This report seeks Council authority to make strategic investments of the City's grant and facility resources to continue our role as a key support for the local non-profit sector and, thus, for the creation of a healthy city for all.

### **REPORT**

### Background/Context

Vancouver faces acute and persistent inequities across the social determinants of health that profoundly impact people's mental, physical and emotional health and well-being. Vancouver's non-profit sector plays a critical role in supporting the health, safety, and well-being of residents, offering a strong base of service provision, trust-building, collaboration and community development to connect with people and communities.

Non-profit partners play a critical role in leading and implementing several of the City's strategic policy directions and action plans to promote greater equity and access to well-being and basic human rights. The two plus years of the COVID-19 pandemic have presented the sector with severe challenges, including reduced revenue, higher operating costs to deliver services, an increased demand for services, a decline in volunteers, and limited financial reserves to support pandemic recovery. Though highlighted and exacerbated by the pandemic, these are much longer standing structural issues facing the sector.

Layered on these issues, increasing real estate prices and redevelopment pressures of the past decade or more have presented non-profits with growing threats to maintaining, retaining, renovating or finding new facilities, i.e., the physical spaces in and from which non-profit organizations plan and deliver programs and services. Increasing unaffordability, aging buildings, and inappropriately designed spaces all hamper the sector's ability to focus resources on the communities that it serves. As such, City support for securing multi-tenant, flexibly-designed, affordable, and accessible space is essential for retaining non-profits within Vancouver.

Though the City is considered to be a relatively minor funder in comparison to senior levels of government, the variety of supports the City can provide – whether direct operating or capital grants, access to City-owned space via nominal leases, or in-kind contributions of services/goods - act both as a stabilizing influence and as a base from which the sector can leverage resources from senior government, private foundations and other sources. Strategic use of these supports constitutes a key social development tool through which the City fosters progress on policy goals, including but not limited to the Healthy City Strategy, City of Reconciliation, Housing Vancouver, Spaces to Thrive and a range of equity, anti-racism, cultural redress and accessibility efforts.

The grants and leases being recommended in this report will support a critical range of non-profit sector activities that add to the collective health and well-being of Vancouver residents.

### Strategic Analysis

This report seeks Council approval for a range of investments designed to strengthen the network of supports available to Vancouver residents and, in particular, those of equity-denied groups:

### **Grant Recommendations**

### 1. Recommendation A: Core Support Grants (CSG) (\$680,170)

CSG fund the direct delivery of social services to individual residents, as well as support non-profits to improve their ability to deliver social services, address social issues, and navigate change. Staff received 49 CSG applications in the spring call, requesting a total of

\$2.5M, 27 of which are being recommended in this report for a total of \$680,170. These 27 complement the 116 CSG grants approved in March 2022, to complete allocation of the 2022 CSG grant program budget.

Details can be found in Appendices A-1 and A-2.

## 2. Recommendation B: Non-profit Organizational Capacity Building (OCB) Grants (\$100,000)

OCB grants fund organizations and initiatives to build the community service sector's capacity to adapt to the increasingly complex environment in which the local non-profit sector operates. This report recommends four grants totalling \$100,000.

Details can be found in Appendix B.

3. Recommendation C: Sustainable Food Systems (SFS) Multi-year Grants (\$569,800)
The Sustainable Food Systems (SFS) Grant program builds community capacity to address food systems issues at the community and neighbourhood level, prioritizing efforts that address inequity and mitigate conditions that create barriers to food security.

Details can be found in Appendices C-1 and C-2.

4. Recommendation D: Vancouver School Food Funding Multi-year Grants (\$1,431,378) Since 2014 the City of Vancouver has allocated funds to support meal programs through the Vancouver School Board and community partners. Staff are recommending amalgamating the previous funding arrangements through a single multi-year School Food Grant stream in order to minimize the administrative burden on the school food providers and to provide longer-term funding certainty for these programs, which currently enable meal provision for approximately 500 students.

Details can be found in Appendix D.

#### 5. Recommendations E through H: Childcare Grants (\$766,639)

For more than three decades, the City of Vancouver has remained committed to supporting quality care, family support, and opportunities for play, learning, and connection for children and their families. The nine childcare-focused grants recommended in this report address both operational and capital costs of maintaining existing and creating new licensed childcare space. The grants will support continued operation of 312 Infant-Toddler spaces, the creation of 44 new school age care spaces, and promote expansion of licensed childcare in community centres.

Details can be found in Appendices E-1 and E-2, Appendices F, G and H.

### 6. Recommendation I: Good Night Out (\$40,000)

The proposed grant to the Good Night Out Vancouver Society will support the delivery and evaluation of a pilot *Awareness/Recognition Pilot Program* that targets six key businesses with a comprehensive approach to mitigating sexual violence. This is part of a response to a Council motion on Ending Sexual Violence in Vancouver's Hospitality and Service Industries.

Details can be found in Appendix I.

### 7. Recommendation J: Collingwood Neighbourhood House Gymnasium/Recreational Programming and Annex (\$325,707)

The City's unique arrangement with Collingwood Neighbourhood House (CNH) provides them with funding for a gymnasium and the Collingwood Annex, thus reducing operating costs while at the same time facilitating greater community input into the programming offered at the sites. In combination, the two facilities serve thousands of local residents each year. CNH submits operational and financial reports each year for review by Social Policy and Park Board staff.

8. Recommendation K: Donation of Cargo Van to WISH Drop-in Centre "MAP Van" WISH society is in critical need of a replacement vehicle for the MAP Van program. The MAP Van provides critical outreach services to street-based sex workers in areas of the city where there are limited or no services available.

Details can be found in Appendix J.

9. Recommendation L: Social Policy Capital Grants (up to a maximum of \$80,000) Social Policy Capital Grants provide matching grant support for social infrastructure improvements that increase the capacity of facilities serving Vancouver residents who are experiencing compounding vulnerability factors and the increasing impacts of marginalization.

Details can be found in Appendix K.

### 10. Recommendations M & N: Capital Grant to Aboriginal Land Trust Society – Saa'ust Centre (\$2,000,000)

Saa'ust Centre supports Indigenous health, healing and wellness programs and cultural services for communities experiencing the ongoing injustices of colonial violence. This grant will support the creation of a permanent centre within an Indigenous led, mixed use project in the Downtown Eastside. This investment supports reconciliation initiatives arising from the Truth and Reconciliation Commission Calls to Action, and demonstrates that, as a City of Reconciliation, Vancouver is committed to recognizing the strengths and assets of Indigenous communities while working to address systemic barriers and socioeconomic inequities.

Details can be found in Appendices L-1 and L-2.

## 11. Recommendations O & P: SRO Upgrade Grant to Atira Women's Resource Society – 208 East Georgia Street (London Hotel) (\$720,000)

The SRO Upgrading Grant Program was first approved as part of the Downtown Eastside (DTES) Local Area Plan implementation in 2014. The grant program provides funding to non-profit housing operators to improve livability in rooms designated under the SRA By-Law, while also securing the affordability of rooms for low-income residents through a housing agreement. An improved London Hotel will provide much needed shelter rate housing for residents who have experienced homelessness and housing instability. Improving the condition of the London Hotel is a priority for the City's SRO Tactical Team (comprised of ACCS, DBL, Legal and VFRS staff).

Details can be found in Appendix M.

### Appointment of Operators and Lease/License Agreements

### 12. Recommendations Q & R: WAVAW (#235-1101 Seymour Street)

Gendered violence has increased in Vancouver over the course of the pandemic. A nominal lease with WAVAW aligns with *Spaces to Thrive* and UN Safe Cities for Women and Girls (Scoping Study underway) priorities to increase gender safety within the intersections of equity, reconciliation and resilience, and supports ongoing and much-needed programming.

Details can be found in Appendix N.

### 13. Recommendations S & T: QMUNITY (981 Davie Street)

The development of 981 Davie fulfils a decades-long goal to provide a new purpose built centre for QMUNITY. The operator appointment and sub-sublease with QMUNITY will give the organization security of tenure and support the delivery of critical programs to 2SLGBTQQIA+ communities, advancing City priorities around equity, inclusion, gender safety and Reconciliation.

Details can be found in Appendices O-1 and O-2.

14. Recommendation U: Sole Food Street Farms (215 W. 1st Avenue & 1850 Spyglass PI)
Sole Foods operates the largest urban farm in Vancouver and empowers individuals with limited resources and barriers to traditional employment by providing jobs, agricultural training, and inclusion in a supportive community. The licence agreement extension will provide Sole Food with the necessary operational certainty to enable near-term planning and support their ongoing community economic development and social benefits and contributions to the objectives of the Vancouver Food Strategy.

Details can be found in Appendix P.

15. Recommendation V: Indian Residential School Survivors Society (350 W. Georgia St)
The Indian Residential School Survivors Society (IRSSS) provides essential services to
Residential School Survivors, their families, and those dealing with Intergenerational
traumas. The IRSSS is in urgent need of office space for their administrative functions since
receiving notice that their lease will be ending imminently. The Central Branch of the
Vancouver Public Library has identified underutilized space on the 8th floor that will be
available to support non-profit use for a period of three years. A Licence for the vacant VPL
space aligns with the City's Reconciliation and Equity Frameworks and will provide
immediate support for the IRSSS to continue to deliver critical programs and services.

Details can be found in Appendix Q.

#### PARQ Casino Repayment Schedule

### 16. Recommendation W: Parq Casino Payment Schedule

In March 2020, public health pandemic orders forced the Parq Casino to close its doors. At that time, Parq reached agreement with the City to suspend the annual payments it is required to make under the Responsible Gaming Agreement. This report is recommending a payment schedule for Parq to resume its regular annual and bi-annual payments, and to recover the total combined payments \$1,650,000 that were not provided during the suspension period.

Details can be found in Appendix R.

### Financial

Funding for grant recommendations totalling \$6,712,110 and the remaining budget are summarized in Tables 3 below. Staff will return to Council with recommendations for the remaining social grant funding in a third and final report later in 2022.

Financial Overview of Recommended Grant Streams and Remaining Balances

OPER	OPERATING GRANTS – 2022							
Rec	Grant Stream	Source of funding	2022 Budget	Previously Approved	Recommended in this Report	Balance		
A, B,C	Community Services Grants (incl. Sustainable Food Systems)	Social Policy Operating Grants Budget	\$7,147,340	\$6,161,473	\$881,370	\$104,497		
D	School Food Program	Social Policy Operating Grants	\$477,126	\$238,563	\$238,563	\$0		
F, G	Childcare Grants	Social Policy Operating Grants – Childcare Budget	\$1,669,289	\$1,227,000	\$272,000	\$170,289		
I	Community Safety (Good Night Out)	ACCS Operating Budget	\$0	\$0	\$40,000	\$0		
	Collingwood	2022 Social Policy Operating Grants Budget	\$40,000	\$0	\$40,000	\$0		
J	Gymnasium and Annex	General Government Operating Budget	\$291,400	\$0	\$291,400	\$0		
TOTA	AL 2022		\$9,625,155	\$7,627,036	\$1,763,333	\$274,786		

OPERA	OPERATING GRANTS 2023 – 2025						
Rec	Grant Stream	Source of funding	2023-25 Budget	Previously Approved	Rec. this Report	Balance	
С	Sustainable Food Systems (Community Services Grants)	Social Policy Operating Grants Budget	TBD	\$3,322,208	\$468,600 <sup>1</sup>	TBD	
D	School Food Program	Social Policy Operating Grants Budget	TBD		\$1,192,815 <sup>2</sup>	TBD	
	TOTAL – 2023 – 2025			\$3,322,208	\$1,661,415	TBD	

<sup>1</sup> Breakdown of CSG and SFS Multi Year Funding by Year: 2023-2025

2023 OCB	2023 CSG	2024 CSG	2023 SFS	2024 SFS	2025 SFS	TOTAL
\$78,000	\$1,622,104	\$1,622,104	\$193,050	\$183,700	\$91,850	\$3,790,808

<sup>2</sup> Breakdown of VSB Food Multi Year Funding by Year: 2023-2025

2023 VSB Food	2024 VSB Food	2025 VSB Food	TOTAL			
\$477,126	\$477,126	\$238,563	\$1,192,815			

RESERVE GRANTS					
Rec		Source of Funding	Recommended in this Report		
Е	Infant/Toddler (IT) Grants	Childcare Reserve	\$414,800		

CAPITA	CAPITAL GRANTS					
Rec		Source of Funding	Recommended in this Report			
Н	School Age Care (YMCA)	2022 Capital Budget - Provincial Childcare MOU funds for school age 5-12 years old.	\$55,562			
К	Cargo Van to WAWAW	Truck & Equipment Plant Account (\$5,000) and Social Policy Small Capital Grants Budget (\$12,000)	\$17,000			
L	Social Policy Capital Grants	Social Policy 2022 Small Capital Grant budget	\$80,000			
M, N	Saa'ust Centre	2022 Capital Budget - Equity Initiatives	\$2,000,000			
O, P	SRO grant to Atira	2022 Capital Budget for the SRO Upgrade granting program (SRO grants)	\$720,000			

LEASE	LEASES						
Rec	Lease/Licence	Estimated Grant Value Per Annum	Estimated Grant Value for Initial Term	Description			
Q, R	WAVAW (Lease) 1101 Seymour Street	Approximately \$196,800	Approximately \$984,000 (5 years)	Basic rent for the Lease is to be set at a nominal rate of \$10.00 for the initial term and for any subsequent renewal term, inclusive of payment of rent in lieu of property taxes. Nominal rent is considered a grant based on the fair market value of the Lease.			
S, T	QMUNITY (Sub-sublease) 981 Davie Street	Approximately \$544,600	Approximately \$2,723,000 (5 years)	Basic rent for the Sub-sublease is to be set at a nominal rate of \$10.00 for the initial term and for any subsequent renewal term, inclusive of payment of rent in lieu of property taxes. Nominal rent is considered a grant based on the fair market value of the Sub-sublease.			
U	Sole Foods ( <i>Licence</i> ) 215 W 1 <sup>st</sup> /1850 Spyglass Place	Approximately \$475,000	Approximately \$950,000 (2 years)	Rent under the Extension Term of the Licence for the West 1st Property is proposed to be at a nominal rate, which constitutes a grant.			
V	IRSSS ( <i>Licence</i> ) 350 West Georgia Street	Approximately \$72,670	Approximately \$218,010 (3 years)	Basic rent for the Licence is to be set at a nominal rate of \$10.00 for the term, which constitutes a grant.			

### **CONCLUSION**

The City relies on the non-profit community social services sector to activate both long standing and new and emerging municipal goals and strategies. The pandemic experiences of the past two and half years have served to demonstrate even more clearly the crucial role the sector plays in supporting Vancouver residents, in particular, those members of equity-denied groups for whom pre-existing barriers were amplified by pandemic restrictions and shutdowns.

The recommendations in this report demonstrate a range of financial and other tools the City has available to provide critically needed support to the community social services sector, via grants, nominal lease/licence agreements and in-kind donations of goods. Approval of these recommendations will support organizations and initiatives that, in turn, support a range of key City priorities and strategies.

\* \* \* \* \*

## 2022 SOCIAL POLICY GRANTS CORE SUPPORT GRANTS (CSG) RECOMMENDED (Recommendation A)

Core Support Grants provide funding that addresses inequity and mitigates conditions that create vulnerability for residents of Vancouver. Grants fund the direct delivery of social services to individual residents, and fund organizations that support other non-profits to improve their ability to deliver social services, address social issues, and navigate change.

1	2	3	4	5
AGENCY	AGENCY 2022 RECOMMEND PROGRAM NAME		PROGRAM DESCRIPTION	CONDITIONS & COMMENTS
Access Pro Bono Society of British Columbia	\$15,000	Residential Tenancy Program	Offers free legal assistance and representation to low-income Vancouver tenants contending with legal issues that imperil their housing security.	
Asian Environmental Association	\$30,000	Core Services	A responsive incubation program, to address the limited capacity, cycles of burnout, and lack of infrastructure and opportunities for racialized youth and grassroots organizations involved in social service and systems change work.	COMMENT: new grant this year.
Association of Neighbourhood Houses of BC, dba Marpole Neighbourhood House	\$25,000	Intergenerational Family Supports	Provides seniors with advocacy, support, information and referral, social engagement and volunteer and leadership opportunities.	COMMENT: new grant this year.

1	2	3	4	5
AGENCY	2022 RECOMMEND	PROGRAM NAME	PROGRAM DESCRIPTION	CONDITIONS & COMMENTS
Atira Women's Resource Society	\$10,152	Intergenerational Mentorship Program (IMP)	Connects women from two neighbouring Atira housing programs to foster cross-generational relationships and social inclusion based on Indigenous traditions of family support and care.	
Big Brothers of Greater Vancouver	\$20,000	Community Mentoring Program	Connects male-identifying, gender-fluid and non-binary children, who are aged 7-17, with a positive male-identifying role model.	COMMENT: Reduction of \$16,259 from 2021 grant.
Big Sisters of BC Lower Mainland	\$30,000	Core Services	Provides supportive developmental relationships (mentors) to female-identified youth in our community who need someone the most.	COMMENT: Reduction of \$14,345 from 2021 grant.
Black Girl Collective Society	\$10,000	Core Services	Advocates for the joy and visibility of Black women by creating an inclusive space to unite, empower, and inspire each other through specially curated programs and events.	COMMENT: new grant this year.
Boys and Girls Clubs of South Coast BC	\$52,348	BGC Services in Vancouver	BGC's three Clubs in Vancouver (Fraserview, Kimount, and Kivan) provide after-school and evening programs, and day camps during school breaks.	COMMENT: Reduction of \$5,817 from 2021 grant.
Canadian Mental Health Association Vancouver-Fraser Branch	\$15,000	Chinese Seniors Wellness Program	Engages elderly Chinese participants in meaningful, productive activities with peers who have similar values, life and cultural experiences.	

1	2	3	4	5
AGENCY	2022 RECOMMEND	PROGRAM NAME	PROGRAM DESCRIPTION	CONDITIONS & COMMENTS
Canadian Paraplegic Association (BC)	\$48,000	Information Services Program	Helps people access vital information relevant to living well with a spinal cord injury.	
Connective Support Society	\$8,627	Vancouver Community Services Office	Assists people who face multiple barriers, including homelessness, involvement in the justice system, substance use, mental health concerns, and developmental disabilities.	NOTIFICATION GRANT <sup>3</sup>
Equitas International Centre for Human Rights Education Society	\$20,000	Building Inclusive Vancouver Communities	Build the capacity of 20+ service providers through human rights education trainings that will strengthen their ability to engage 45+ young people facing barriers to participation.	
First United Church Community Ministry Society	\$35,000	Core Services	Provide direct services to the DTES residents experiencing homelessness, poverty, addiction, mental illness, and oppression.	COMMENT: Increase of \$9,624 from 2021 grant.
Greater Vancouver Law Students' Legal Advice Society	\$29,352	Core Services	Provides free legal services and representation to low-income and marginalized individuals across the Lower Mainland.	

<sup>&</sup>lt;sup>3</sup> Notification Grant: organization is granted 50% of previous year's funding and put on notice that this is the final year of social grant funding, providing a transitional year to seek replacement sources of funding.

1	2	3	4	5
AGENCY	2022 RECOMMEND	PROGRAM NAME	PROGRAM DESCRIPTION	CONDITIONS & COMMENTS
Japanese Community Volunteers Association (Tonari Gumi)	\$20,000	Core Services	Connect newcomers with established members of community, provide emotional support, and offer a variety of services that are not normally provided by government programs.	COMMENT: Increase of \$10,000 from 2021 grant.
Jewish Family Service Agency of Vancouver	\$16,120	Services for Seniors	Seniors Outreach Counsellors assist seniors to navigate aging through advocacy, community programming, information and referral.	
Justice Education Society of British Columbia	\$27,004	Ask JES Multilingual Legal Help (formerly Court Information Program for Immigrants)	A multilingual service that aims to enhance access to justice and BC courts for those with limited English proficiency.	
Marpole Oakridge Family Place Society	\$15,000	Marpole Seniors Hub	A flexible, inner city, community-based outreach program that connects, engages and supports youth and their families through attachment-based work.	
Network of Inner City Community Services Society	\$31,401	Roving Leaders	A flexible, inner city, community-based outreach program that connects, engages and supports youth and their families through attachment-based work.	
Pacific Immigrant Resources Society	\$83,392	Core Services	Delivers accessible, inclusive, low-barrier and trauma-informed programs and services for immigrant and refugee women and their children.	

1	2	3	4	5
AGENCY	2022 RECOMMEND	PROGRAM NAME	PROGRAM DESCRIPTION	CONDITIONS & COMMENTS
PLEA Community Services Society of British Columbia	\$13,544	KidStart 6-12 Mentorship Program	Mentorship program that provides children, who face major adversity in their lives, with a nurturing relationship with a caring mentor.	NOTIFICATION GRANT <sup>4</sup>
PLEA Community Services Society of British Columbia	\$7,600	Taking Care of Ourselves, Taking Care of Others (TCO2)	Provide youth information and practical tools to learn how to keep themselves and their friends safe from sex trafficking and sexual exploitation.	NOTIFICATION GRANT <sup>5</sup>
REACH Centre Association	\$22,980	Multicultural Family Centre Drop In	Cross cultural health promoters provide drop in hours at REACH, during which community members obtain assistance with accessing and navigating complex community services.	
Renfrew Collingwood Seniors Society	\$22,528	Community Day Drop- in	Provides opportunities for seniors to socialize, build long-lasting friendships, share a meal and partake in engaging activities.	
Seniors Services Society of BC	\$32,888	Vancouver Seniors Housing Outreach Services Program	Provides one-on-one services to Vancouver seniors who are at risk of becoming homeless.	

<sup>4</sup> Notification Grant: organization is granted 50% of previous year's funding and put on notice that this is the final year of social grant funding, providing a transitional year to seek replacement sources of funding.

<sup>&</sup>lt;sup>5</sup> Notification Grant: organization is granted 50% of previous year's funding and put on notice that this is the final year of social grant funding, providing a transitional year to seek replacement sources of funding.

1	2	3	4	5
AGENCY	2022 RECOMMEND	PROGRAM NAME PROGRAM DESCRIPTION		CONDITIONS & COMMENTS
The KidSafe Project Society	\$20,000	Core Services	Provides vulnerable children with the safety, supervision, nutritious meals and educational programming they need when schools close for winter, spring and summer break.	
United Way British Columbia	\$19,234	211 Service that includes Street & Shelter Line	A free, confidential, multilingual service that links people to resources for help, 24/7.	NOTIFICATION GRANT 6
TOTAL = 27	\$680,170			

<sup>&</sup>lt;sup>6</sup> Notification Grant: organization is granted 50% of previous year's funding and put on notice that this is the final year of social grant funding, providing a transitional year to seek replacement sources of funding.

# 2022 SOCIAL POLICY GRANTS CORE SUPPORT GRANTS (CSG) NOT RECOMMENDED

Core Support Grants provide funding that addresses inequity and mitigates conditions that create vulnerability for residents of Vancouver. Grants fund the direct delivery of social services to individual residents, and fund organizations that support other non-profits to improve their ability to deliver social services, address social issues, and navigate change.

1	2	3	4	5
AGENCY	2022 RECOMMEND	PROGRAM NAME	PROGRAM DESCRIPTION	CONDITIONS & COMMENTS
A Better Life Foundation	\$0	Core Services	Works to eradicate food insecurity from Vancouver's DTES and provide training and work for people with barriers to traditional employment.	NOT RECOMMENDED: Meets eligibility criteria but grants budget is limited and other applications rated higher in addressing City priorities.
Beyond The Conversation	\$0	Core Services	Organization uses technology to create long lasting relationships, and create a safe and healthy community.	NOT RECOMMENDED: Meets eligibility criteria but grants budget is limited and other applications rated higher in addressing City priorities.
CityReach Care Society	\$0	Adopt-A-School	A partnership between CityReach Care Society and local public schools to meet the needs of families in their school.	NOT RECOMMENDED: Program does not meet eligibility criteria
British Columbia Mobility Opportunities Society	\$0	Volunteer Program	Provides opportunities for people with physical disabilities to access outdoor recreation and make social connections.	NOT RECOMMENDED: Program does not meet eligibility criteria

1	2	3	4	5	
AGENCY	2022 RECOMMEND	PROGRAM NAME	PROGRAM DESCRIPTION	CONDITIONS & COMMENTS	
The Elizabeth Fry Society of Greater Vancouver	\$0	Downtown Community Court	Supports the operations of the Downtown Community Court by providing escorts to ensure offenders successfully meet their obligations.	NOT RECOMMENDED: Meets eligibility criteria but grants budget is limited and other applications rated higher in addressing City priorities.	
Employ to Empower Foundation	\$0	Core Services	Empowers people with work and social barriers to access entrepreneurial resources as a vehicle to create a sense of community, connection and contribution.	NOT RECOMMENDED: Meets eligibility criteria but grants budget is limited and other applications rated higher in addressing City priorities.	
Gaia Community Care and Wellness Society	\$0	Adult Day Program	Adult-day program for early-stage dementia seniors, respite programs for caregivers including enabling them to have free time for relaxation and psychological support.	NOT RECOMMENDED: Program does not meet eligibility criteria	
Indigenous Wellness Training Society	\$0	Core Services	Community development and empowerment program focuses on assisting equity-challenged and socially marginalized individuals	NOT RECOMMENDED: Meets eligibility criteria but grants budget is limited and other applications rated higher in addressing City priorities.	
Junior Achievement of British Columbia	\$0	Financial Literacy for all City of Vancouver Youth	Developing financial literacy skills in youth, including establishing attitudes and habits around setting goals and planning for their future.	NOT RECOMMENDED: Meets eligibility criteria but grants budget is limited and other applications rated higher in addressing City priorities.	

1	2	3	4	5
AGENCY	2022 RECOMMEND	PROGRAM NAME	PROGRAM DESCRIPTION	CONDITIONS & COMMENTS
JustWork Economic Initiative	\$0	Core Services	Provides dignified employment for people who face barriers to the traditional workforce.	NOT RECOMMENDED: Meets eligibility criteria but grants budget is limited and other applications rated higher in addressing City priorities.
Kindness to People Society	\$0	Core Services	Address issues facing the Black and African population in the community by providing a safe place to address poverty issues by offering cultural, social, translation services ,and referrals services as needed.	NOT RECOMMENDED: Meets eligibility criteria but grants budget is limited and other applications rated higher in addressing City priorities.
Mission Possible Compassionate Ministries Society	\$0	Core Services	Help create economic opportunity in the form of transitional and permanent employment for individuals challenged by trauma, homelessness, and poverty.	NOT RECOMMENDED: Meets eligibility criteria but grants budget is limited and other applications rated higher in addressing City priorities.
Multicultural Helping House Society	\$0	Core Services	Providing settlement and community services to all Vancouver newcomers, including Vancouver youth, seniors and women/live-in caregivers.	NOT RECOMMENDED: Meets eligibility criteria but grants budget is limited and other applications rated higher in addressing City priorities.
United Chinese Community Enrichment Services Society	\$0	The Seniors' Digital Literacy & Education Program	Aims to engage immigrant seniors in digital literacy education and virtual programs to address isolation, mental health and dementia prevention.	NOT RECOMMENDED: Meets eligibility criteria but grants budget is limited and other applications rated higher in addressing City priorities.

1	2	3	4	5	
AGENCY	2022 RECOMMEND	PROGRAM NAME	PROGRAM DESCRIPTION	CONDITIONS & COMMENTS	
Spheres of Influence Foundation	\$0	Core Services	Youth-led digital publication dedicated to highlighting local and global issues in human rights and social justice and fostering more globally engaged Canadians.	NOT RECOMMENDED: Meets eligibility criteria but grants budget is limited and other applications rated higher in addressing City priorities.	
Sweetgrass Clan	\$0	Core Services	Work with the DTES community and provide care through Indigenous perspectives focused on health and healing, mental, physical, and spiritual needs, and access to nutritious foods from Mother Earth.  NOT RECOMMENDED: Meligibility criteria but grants limited and other application higher in addressing City provides the community and provide care through Indigenous perspectives focused on health and healing, mental, physical, and spiritual needs, and access to nutritious foods from Mother Earth.		
Urban Horse Project Society	\$0	Youth Learning With Horses - Vancouver	Community initiative partnering with Indigenous agencies, youth serving organizations, public agencies and the equestrian community to provide youth with experiential lifeskills training and personal development programs.	NOT RECOMMENDED: Meets eligibility criteria but grants budget is limited and other applications rated higher in addressing City priorities.	
Vancouver Aboriginal Health Society	\$0	Our Circle is Strong	Elder-led program that offers cultural pathways to healing our bodies, spirits, hearts, and minds through ceremonies, workshops, teachings, and traditional foods and medicines.	NOT RECOMMENDED: Meets eligibility criteria but grants budget is limited and other applications rated higher in addressing City priorities.	

1	2	3	4	5	
AGENCY	2022 RECOMMEND	PROGRAM NAME	PROGRAM DESCRIPTION	CONDITIONS & COMMENTS	
Vancouver Urban Food Forest Foundation	\$0	Core Services	Aa pilot project with the Vancouver Park Board for the Local Food System Action Plan to transition urban public spaces into Indigenous-led land stewardship opportunities.	NOT RECOMMENDED: Meets eligibility criteria but grants budget is limited and other applications rated higher in addressing City priorities.	
Vancouver Venture For Diversity Society	\$0	Provides activities such as workshops for foster children, youth & foster parents, Elders & Seniors, mental health awareness symposiums and cultural supportive and healing activities.		NOT RECOMMENDED: Meets eligibility criteria but grants budget is limited and other applications rated higher in addressing City priorities.	
Village Vancouver Transition Society	\$0	Core Services	As part of the International Transition Town Initiative, helps individuals, neighbourhoods and groups collaboratively build sustainable, resilient communities and bioregions.	NOT RECOMMENDED: Meets eligibility criteria but grants budget is limited and other applications rated higher in addressing City priorities.	
Western Institute for the Deaf and Hard of Hearing	\$0	DeafBlind Program	Provides intervenor services for DeafBlind persons to assist them in accessing civic and community services and to participate without barriers.	NOT RECOMMENDED: Program does not meet eligibility criteria.	

1	2	3	4	5
AGENCY	2022 RECOMMEND	PROGRAM NAME	PROGRAM DESCRIPTION	CONDITIONS & COMMENTS
Women Transforming Cities International Society	\$0	Core Services	Delivers a program of civic literacy and participation workshops and mentorship in Vancouver to support equitydeserving communities who face barriers to civic inclusion to engage with City Hall.	NOT RECOMMENDED: Meets eligibility criteria but grants budget is limited and other applications rated higher in addressing City priorities.
TOTAL = 23				

# 2022 SOCIAL POLICY GRANTS Nonprofit Organizational Capacity Building Grants (Recommendation B)

Organizational Capacity Building grants support non-profit organizations to improve their ability to deliver social services, address social issues, and to navigate change.

1	2	3	4	5
AGENCY	2022 RECOMMEND	PROGRAM NAME	PROGRAM DESCRIPTION	CONDITIONS & COMMENTS
Downtown Eastside Neighbourhood House Society	\$10,000	Network Support for Services to Chinese- Speaking Seniors	DTESNH will provide support for development of a network to coordinate community efforts to address systemic issues facing Chinese-speaking seniors in the DTES/Chinatown/Strathcona.	
Metro Vancouver Aboriginal Executive Council (MVAEC)	\$15,000	Indigenous Women's Leadership Table	Pilot project to bring together Indigenous women leaders in Vancouver's non-profit sector to collectively identify how to foster more culturally appropriate and sustainable leadership models.	
Vantage Point Strategies Society	\$50,000	Nonprofit Bursary Program	The bursary program enables staff and board members of eligible organizations to attend workshops, labs, and other learning opportunities on board governance, leadership and performance management at reduced/ no cost.	
Vantage Point Strategies Society	\$25,000	Equity, Diversity, and Inclusion Curriculum Development	This one year project will support Vantage Point to review and revise their workshops, labs, and training materials to ensure a strong EDI lens, applying universal design principles and assuring language accessibility, cultural competency and safety.	
TOTAL = 4	\$100,000			

# 2022 SOCIAL POLICY GRANTS Sustainable Food Systems Grants (Recommendation C)

Sustainable Food Systems (SFS) Grants provide funding to address inequity and mitigate conditions that create barriers to food security for Vancouver residents

\*NOTE: A new call for Sustainable Food Systems Grants occurred in Q2 of 2022 with recommendations for funding in this report for Q3 & Q4 of 2022 and annual funding in 2023 and 2024 and Q1 & Q2 of 2025. Staff anticipate that in 2025 a new call for proposals will result in recommendations for further granting in this stream that will address Q3 and Q4 of 2025 and subsequent years.

1	2	3	4	5	6	7	8
AGENCY	PROGRAM NAME	2022 APPROVED RTS 14837	2022 RECOMMEND Q3 & Q4*	2023 RECOMMEND	2024 RECOMMEND	2025 RECOMMEND Q1 & Q2*	CONDITIONS & COMMENTS
Association of Neighbourhood Houses of BC, DBA Frog Hollow Neighbourhood House	Creating Sustainable Abundance	\$0	\$6,000	\$12,000	\$12,000	\$6,000	
Association of Neighbourhood Houses of BC, DBA Gordon Neighbourhood House	Growing Together	\$0	\$8,000	\$16,000	\$16,000	\$8,000	
Association of Neighbourhood Houses of BC, DBA Kitsilano Neighbourhood House	Westside Food Collaborative	\$8,091	\$7,000	\$14,000	\$14,000	\$7,000	Release of 2023 funding contingent on evaluation of financial sustainability and scaling impact, to satisfaction of Managing Director, Social Policy & Projects.

1	2	3	4	5	6	7	8
AGENCY	PROGRAM NAME	2022 APPROVED RTS 14837	2022 RECOMMEND Q3 & Q4*	2023 RECOMMEND	2024 RECOMMEND	2025 RECOMMEND Q1 & Q2*	CONDITIONS & COMMENTS
Association of Neighbourhood Houses of BC, DBA Mount Pleasant Neighbourhood House	Food for Strength Project: Empowering Newcomer Women	\$0	\$6,500	\$13,000	\$13,000	\$6,500	COMMENT: Applicant has shifted strategic focus of food systems effort.  CONDITION: Release of 2023 funding contingent on evaluation of financial sustainability and demonstration of impact, to satisfaction of Managing Director, Social Policy & Projects.
Association of Neighbourhood Houses of BC, DBA South Vancouver Neighbourhood House	South Vancouver Neighbourhood Food Network (SVNFN) Food Affair	\$8,685	\$8,500	\$17,000	\$17,000	\$8,500	
The Britannia Community Services Centre Society	Grandview Woodland Food Connection	\$0	\$9,000	\$18,000	\$18,000	\$9,000	
Cedar Cottage Food Network Society	Medicine Wheel	\$0	\$3,350	\$3,350	\$0	\$0	Notification Grant <sup>7</sup>

<sup>&</sup>lt;sup>7</sup> Notification Grant: organization is granted 50% of previous year's funding and put on notice that this is the final year of social grant funding, providing a transitional year to seek replacement sources of funding.

1	2	3	4	5	6	7	8
AGENCY	PROGRAM NAME	2022 APPROVED RTS 14837	2022 RECOMMEND Q3 & Q4*	2023 RECOMMEND	2024 RECOMMEND	2025 RECOMMEND Q1 & Q2*	CONDITIONS & COMMENTS
Collingwood Neighbourhood House Society	Renfrew Collingwood Food Justice	\$9,293	\$9,000	\$18,000	\$18,000	\$9,000	
Disabled Independent Gardeners Association (DIGA)	DIGA Food Security	\$0	\$6,000	\$6,000	\$0	\$0	COMMENT: New grant this year – 2022 & 2023 only. Funds are intended to support trial and development of accessible food growing initiative.
Downtown Eastside Neighbourhood House	DTES Neighbourhood House Sustainable Food Systems	\$0	\$6,000	\$12,000	\$12,000	\$6,000	
DUDES Club Society	Feeding our Men: Food is Health, Home, and Spirituality	\$0	\$3,350	\$6,700	\$6,700	\$3,350	COMMENT: New Applicant - Funds enable community programming, organizing, collaborating towards Indigenous Food Sovereignty work in the DTES.

1	2	3	4	5	6	7	8
AGENCY	PROGRAM NAME	2022 APPROVED RTS 14837	2022 RECOMMEND Q3 & Q4*	2023 RECOMMEND	2024 RECOMMEND	2025 RECOMMEND Q1 & Q2*	CONDITIONS & COMMENTS
Hives For Humanity Society	Growing Governance in Healing Gardens of Food and Culture	\$0	\$4,000	\$8,000	\$8,000	\$4,000	COMMENT: New grant this year. Funds will support capacity- building, community leadership, and collaboration in the DTES neighbourhood.
Kiwassa Neighbourhood Services Association	Kiwassa Food Program	\$8,091	\$8,000	\$16,000	\$16,000	\$8,000	
The Little Mountain Neighbourhood House Society	LMNH Sustainable Food Network	\$0	\$8,000	\$16,000	\$16,000	\$8,000	
Strathcona Community Centre Association (1972)	Strathcona Community Centre Food Security Program	\$8,847	\$8,500	\$17,000	\$17,000	\$8,500	
TOTAL = 15		\$43,007	\$101,200	\$193,050	\$183,700	\$91,850	

### 2022 SOCIAL POLICY GRANTS Sustainable Food Systems (SFS) Grants NOT recommended

1	2	3	4
AGENCY	PROGRAM NAME	PROGRAM DESCRIPTION	CONDITIONS & COMMENTS
Aboriginal Front Door Society	Yukw - Feast	Engaging DTES Peers in Indigenous food traditions such as foraging, fishing, gathering, and harvesting.	NOT RECOMMENDED: Meets eligibility criteria but funding not recommended as scale of request is beyond ability of SFS budget to accommodate.
Elements Society	EcoCooks	Program empowering youth to take climate action by enhancing environmental and food literacy, developing culinary skills and confidence, and inspiring action.	NOT RECOMMENDED: Meets eligibility criteria but funding not recommended as grants budget is limited and other applications rated higher in addressing City priorities.
Fresh Roots Urban Farm	Experiential Learning	Program that engages kids and youth in experiential learning on schoolyard farms and in the community to deepen their relationships with food, the land, and the community.	NOT RECOMMENDED: Meets eligibility criteria but funding not recommended as grants budget is limited and other applications rated higher in addressing City priorities.
Vancouver Fruit Tree Project	Educational Workshops	At least six educational workshops for the 2022/23 year around food preservation and urban orchard health.	NOT RECOMMENDED: Meets eligibility criteria but funding not recommended as grants budget is limited and other applications rated higher in addressing City priorities.
Vancouver Venture for Diversity Society	Food Security for Indigenous Elders	Workshops and outreach to address food inequity for Elders within the Downtown eastside of Vancouver by addressing systemic barriers and economic disadvantages.	NOT RECOMMENDED: Meets eligibility criteria but funding not recommended as grants budget is limited and other applications rated higher in addressing City priorities.
Village Vancouver Transition Society	Village Vancouver Neighbourhood Food Networks	Community-based transition Town initiative with food-focused activities in the west side and throughout Vancouver.	NOT RECOMMENDED: Meets eligibility criteria but funding not recommended as grants budget is limited and other applications rated higher in addressing City priorities.

# 2022 SOCIAL POLICY GRANTS School Food Program Grants (Recommendation D)

Programs enable meal provision for approximately 500 students and opportunities for leadership and food skills development

\*NOTE: A new call for School Food Program Grants occurred in Q2 of 2022 with recommendations for funding in this report for Q3 & Q4 of 2022 and annual funding in 2023 and 2024 and Q1 & Q2 of 2025. Staff anticipate that in 2025 a new call for proposals will result in recommendations for further granting in this stream that will address Q3 and Q4 of 2025 and subsequent years.

1	2	3	4	5	6	7	8
AGENCY	PROGRAM NAME	2022 APPROVED RTS 14837	2022 RECOMMEND Q3 & Q4 *	2023 RECOMMEND	2024 RECOMMEND	2025 RECOMMEND Q1 & Q2*	CONDITIONS & COMMENTS
Vancouver School Board	Food4Schools program	\$166,996	\$162,500	\$325,000	\$325,000	\$162,500	comment: Daily delivered lunches for 233 elementary students at 18 schools.SB currently developing 10 year vision and food framework, which will provide direction on food and meal programs within school system.
Strathcona Community Centre Association (1972)	Breakfast Program	\$42,252	\$42,000	\$84,000	\$84,000	\$42,000	COMMENT: Funding supports breakfasts and two integrated programs that involve student leadership opportunities and capacity building that will be restarted in the 2022-23 school year.
Fresh Roots Urban Farm Society	LunchLab (partnership with Growing Chefs!)	\$29,315	\$34,063	\$68,126	\$68,126	\$34,063	COMMENT: Increase of \$9500 annual funding recommended to expand program by 1-3 schools in 2023. LunchLab will increase lunch service at their two school locations from 2 days to 3 days a week, and from 150 to 200 meals per service in 2022-23 school year. All students can participate and those unable to pay for the lunch will have the cost covered.
TOTAL = 3		\$238,563	\$238,563	\$477,126	\$477,126	\$238,563	

# 2022 SOCIAL POLICY GRANTS Childcare Reserve Grants (Recommendation E)

Childcare Reserve grants offset the high cost of operating infant/toddler spaces resulting from the required staff-to-child ratio. Grant funding is a result of developer contributions in high density developments and resulting childcares that were a condition of rezoning.

1	2	3	4	5
AGENCY & CHILDCARE CENTRE	# I/T SPACES	2021 GRANT	COMMENTS/ CONDITIONS	2022 RECOMMEND
VSOCC CENTRES				
1. Library Square	12			
2. Dorothy Lam	24		CONDITION Dates	
3. Quayside	24		CONDITION: Release	
4. Shaw Tower	12		of grant funds	
5. Bayshore Gardens	24		contingent on renewal of operating	
6. Sapphire	12		agreements with City of	
7. International Village	24		Vancouver.	
8. Sea Star	24		Vallegaven.	
9. Atelier	12		COMMENT: Reduction	
10. The Junction	12		in funding is pro-rated	
11. The Mark	12		as a result of year-end	
12. West Village	24		grant reconciliation.	
13. The Charleson	12			
Subtotal - VSOCC	228	\$376,200		\$276,200
OTHER CHILDCARE PRO	VIDERS			
14. Collingwood Neighbourhood House	24	\$37,200	CONDITION: Release of grant funds	\$39,600
15. Collingwood Neighbourhood House - Terry Tayler	12	\$17,400	contingent on renewal of operating agreements with City of Vancouver.	\$19,800
16. Developmental Disabilities Association (DDA) – Creekside	24	\$39,600	of grant funds contingent on renewal of operating agreements with City of Vancouver.	\$39,600
17. YWCA – Leslie Diamond	24	\$39,600	condition: Release of grant funds contingent on renewal of operating agreements with City of Vancouver.	\$39,600
Subtotal - Other Childcare Providers	84	\$133,800		\$138,600
TOTAL		\$510,000		\$414,800

# 2022 SOCIAL POLICY GRANTS Childcare Reserve Grants NOT RECOMMENDED

	1	2	3	4	5	
	AGENCY & CHILDCARE CENTRE	# I/T SPACES	2021 GRANT	2022 RECOMMEND	COMMENTS	
1.	YMCA – Kids at Marine	12	\$19,800	\$0	Not eligible this year. Reduction in funding is determined as a	
2.	YMCA – Marpole YMCA Child Care Centre	12	\$19,800	\$0		
3.	YMCA – Woodward's Childcare Centre	12	\$19,800	\$0	result of year-end grant reconciliation.	
4.	MPCCA – Three Corners	24	\$39,600	\$0		
TOTAL		60				

# **2022 SOCIAL POLICY GRANTS**

Childcare Research, Policy Development & Innovation (RPD&I), and Program Development (PD) Grants (Recommendation F)

These grants support: research, policy and special projects that improve practice and/or address key issues in the field of early learning and care, and non-capital costs of developing new or expanded licensed childcare programs.

1	2	3 4		5
AGENCY	GRANT TYPE	2022 RECOMMEND	PROJECT DESCRIPTION	CONDITIONS & COMMENTS
Hudson Child Care Society	RPD&I	\$15,000	Phase 2 funding to support the transition of this childcare society to a new operating model, in partnership with another, larger childcare provider.	CONDITION: Release of funding subject to confirmation of contributions from other funding partners, to the satisfaction of the Managing Director of Social Policy.
The Britannia Community Services Centre Society	RPD&I	\$25,000	Funding to support Phase 1 of a project to examine the administrative capacity and sustainability of the Britannia Hub of Childcares.	CONDITION: Release of funding subject to submission of a finalized project plan, to the satisfaction of the Managing Director of Social Policy.
West End Community Centre Association	RPD&I	\$72,000	This grant will support a centralized childcare model across a network of Community Centre Associations under the umbrella of the Association President's Group. The primary focus will be on expanding the role of the CCA Childcare Resource Manager, sharing management best practices and general policy development, creating efficiencies in administration, and coordinated professional development opportunities.	COMMENT: Future funding contributions from Social Policy will be contingent on confirmation of leveraged funding from other sources.
TOTAL	_	\$112,000		

### **2022 SOCIAL POLICY GRANTS**

RECOMMENDATION G: Program Guidelines for Childcare Research, Policy Development & Innovation (RPD&I), and Program Development (PD) Grants

### **Childcare Research, Policy Development and Innovation Grants**

Childcare Research, Policy Development and Innovation Grants support projects that improve childcare practice throughout the City of Vancouver, or that address key issues in the field of early learning and care. The overarching goal of these grants is to support the quality, accessibility and affordability of childcare services in Vancouver. Applicants must demonstrate how the results of their project will benefit, and be made available to, the broader community.

# **Childcare Program Development Grants**

The Childcare Program Development Grant is intended for non-profit organizations that are developing new programs or expanding existing licensed group childcare or school age care programs operating within the city of Vancouver. Stand-alone preschool programs and childminding programs are not eligible for this grant. School-age care programs that also host preschool programs are eligible, and should apply using the information from their school age care license.

# **Program Stabilization Grants**

Program Stabilization Grants are one-time emergency grants of up to \$10,000 for non-profit childcare centres located in Vancouver that are in financial crisis. These grants can help centres stabilize their financial situation, restructure their financial systems, and conduct long term financial planning. Grant funds are to be used to develop stable financial management systems and to develop viable, long-term financial management plans. Grants cannot be used to pay down debt. As a result, if your need for this Stabilization Grant is COVID-related, we will be looking for projects that help with organizational sustainability, and address specific problems.

### **ELIGIBILITY CRITERIA**

### **GENERAL**

- The applying Organization must be a registered non-profit society, community service co-op or social enterprise wholly governed by a non-profit and in good standing with the Registrar of Companies; OR a registered charity, in good standing with the Canadian Revenue Agency; OR a First Nations Band. Educational institutions may apply if they partner with a Vancouver-based non-profit organization.
- 2. The Organization must have an independent, active governing body composed of volunteers. No staff member can be a voting member of the Board or Executive.
- 3. The Organization's by-laws must have provisions that no Board member can be remunerated for serving as a director.
- 4. The organization must demonstrate accommodation, welcomeness and openness to people of all ages, abilities, sexual orientation, gender identities (including trans\*, gender variant and two-spirit people), ethnicities, cultural backgrounds, religions, languages, underrepresented communities and socio-economic conditions in its policies, practices and programs, except in instances where the exclusion of some group is required for another group to be effectively targeted.

- 5. The Organization shall not act in the capacity of a funding body for, or make grants to, other groups or organizations.
- 6. The Organization must have the demonstrated functional capacity and sufficient financial resources to complete the project for which funding is sought.
- 7. The Organization must be in compliance with the Canadian Charter of Rights and Freedoms and the British Columbia Human Rights Code.
- 8. The Organization must deliver the funded project in Vancouver to Vancouver residents. Exceptions to the above criteria may be approved at the discretion of the Managing Director of Social Policy & Projects. The City also reserves the right to apply other evaluation criteria that it deems relevant.

### **PROGRAM-SPECIFIC**

- If applying for a grant for an infant/toddler and/or 3-5 year childcare program, applicants MUST have opted-in to the Child Care Fee Reduction Initiative funded by the Province of British Columbia; and
- 2. To be eligible for a Program Stabilization grant, monthly fees may not be greater than 2.5% above the previous year's city-wide average, as determined by the Westcoast Childcare Resource Centre Society's fee surveys. See the City's website for the maximum allowable fees under the City's childcare grants programs. Any fee increase must be consistent with the guidelines of the Province's Child Care Fee Reduction Initiative. (http://www.wstcoast.org/parents/fees.html)

Exceptions to the above criteria may be approved at the discretion of the Managing Director of Social Policy & Projects. The City also reserves the right to apply other evaluation criteria that it deems relevant.

# 2022 COMMUNITY SERVICES AND OTHER SOCIAL GRANTS (RTS 14838) School Age Expansion Grants (Recommendation H)

This Recommendation seeks Council's approval to grant the YMCA a total of \$55,562 to support the creation of 44 additional school age care spaces in 2 school age care programs:

School Location	Number of Existing Spaces	Number of New Spaces	School Age Expansion Funding Request / Recommended Grant
Mackenzie Elementary School	25	29	\$8,034
Tennyson Elementary School	39	15	\$47,528
Total		44	\$55,562

In the effort to address Vancouver's shortfall of approximately 16,000 licensed childcare spaces for children ages 0-12, the City entered into a Memorandum of Understanding ("MOU") with the BC Ministry of Children and Family Development, whereby the Province committed to provide \$33 million for Vancouver childcare between 2019-2022.

# Financial Implications

The entirety of the Grant to support these two school age expansion projects is to be funded through the Childcare MOU. As a result, an adjusted Project Delivery Plan is presented in Table 4 below, with the addition of the two childcare programs recommended in this report.

Table 4: Adjusted Childcare MOU Project Delivery Plan as of June 2022

Project Name/		st. aces	Est. Complete	Total Project	Other Contributions	Proposed City	Proposed Provincial	Profile of I Childcare		ion
Expenditure	0-4	5-12	Date	Cost Estimate	(%)	Contribution (%)	Contribution (%)	Instal. #1	Instal. #2	Instal. #3
Province-Supp	orted Pr	rojects				` '	` ,	•		•
David Lloyd George Elementary	69		2023 (Under construction)	\$9.3M**	-	\$6.3M (68%)	\$3.0M (32%)	\$3.0M		
Coal Harbour (School/Hous ing/ Childcare)	69		2024 (Pre- construction)	\$11.8M	-	\$8.8M (73%)	\$3.0M (27%)	\$1.0M	\$1.0M	\$1.0M
Henry Hudson Elementary	69	30	2024 (Pre- construction)	\$12.65M	-	\$9.65M (76%)	\$3.0M (24%)	\$1.0M	\$1.0M	\$1.0M
Marpole Oakridge Community Centre	74	60	2025 (Design Phase)	\$14.0M	-	\$11M (79%)	\$3.0M (21%)	\$1.0M	\$1.0M	\$1.0M
West Fraserlands (WFL)	69		2023 (Pre- construction)	\$14.0M	-	\$11.0M (71%)	\$3.0M (29%)	\$0.25M	\$2.5M	\$0.25M
321 Princess Street (Atira)	24		Complete	\$1.138M	\$.178M (16%)	-	\$0.96M (84%)	\$0.96M		
Childcare Planning and Overhead	-	-		\$2.1M	-	\$0.6M (28%)	\$1.5M (72%)	\$0.5M	\$0.5M	\$0.5M

1766 Francis Street (VNHS)	-	20	2024 (Pre- construction)	\$1.01M		-	\$1.01M (100%)	\$1.01M		
3575 Kaslo St. (PHSA)	74	1	2025 (Design Phase)	\$17.8M	\$8.9M (50%)	\$6.23M (35%)	\$2.67M (15%)	\$0.27	\$1.2M	\$1.2
Mackenzie Elementary School (YMCA)		29	2022	\$0.008		-	\$0.008M (100%)		\$8,03 4	\$0.008M
Tennyson Elementary School (YMCA)		15	2022	\$0.047		-	\$0.047M (100%)		\$47,5 28	\$0.047M
SUBTOTAL	448	155		\$83.85M	\$9.078M	\$ 53.58M	\$21.2M	\$8.99M	\$7.25 6M	\$5.005M

### Good Night Out Vancouver Society (Recommendation I)

Good Night Out Vancouver Association (GNO) is a BC-based society committed to building community capacity to prevent and respond to sexual harassment and sexual assault in all sectors, with a focus on hospitality, music, arts, and nightlife. Good Night Out provides workshops on sexual violence prevention for restaurants, bars, pubs, festivals, art spaces and more. Primary activities focus on supporting partners to build and improve their own prevention and response capacities.

The recommended grant to the GNO will support the delivery and evaluation of a pilot *Awareness/Recognition Pilot Program* that targets six key businesses and offers them a comprehensive approach to mitigating sexual violence.

Participation in the program will be entirely voluntary. Businesses in the Granville Entertainment District and outside of the Downtown area will be invited to participate over the course of one year. Activities will include:

- public awareness, training and education;
- support in the development of core policies;
- data collection, analysis and monitoring of incidents between the business, GNO and the City; and,
- integration with an awards or recognition program that acts as an incentive for businesses to complete the pilot.

This project supports Council's motion "Ending Sexual Harassment and Violence in Vancouver's Hospitality and Service Industries" (July 24, 2019):

- Meet with downtown hotel/restaurant owners, Vancouver Police Department, related association, service worker advocate groups (unions and community advocates) to formulate recommendations on how to combat the growth of sexual violence in Vancouver's hospitality and service industries and in the workplace;
- Explore ways to end sexual violence in the city, including in Vancouver hotels, restaurants and bars, as part of its work on the UN Women Safe Cities work and the upcoming nighttime economy strategy;
- Report back with implications of and options for mandating sexualized violence prevention training for hotel and restaurant staff as part of either the liquor licence or business licence approval process; and;
- Report back on options for conducting audits of venues to ensure the staff and environment minimize risk of sexual violence incidents; including working toward a common policy for business operators that establishes a best practices standard for conduct.

# Cargo Van Donation to WISH Drop-in Centre Society (Recommendation K)

The City of Vancouver is in the process of replacing a number of early/mid 2000s Ford cargo vans. The vans have an estimated salvage value of \$5,000 each. The City wishes to donate one of the vans to the WISH Drop-In Centre Society to support the Mobile Access Project (MAP Van).

WISH society is in critical need of a replacement vehicle for the MAP Van program. The MAP Van provides critical outreach services to street-based sex workers during two shifts daily from 12:00 p.m. to 6:00 p.m. and 11:00 p.m. to 5:00 a.m., every day of the week, every day of the year. Many sex workers work in areas of the city where there are limited or no services available.

The MAP Van, operated by 2-3 support staff, provides mobile outreach services to women, non-binary, trans and Two-Spirit street-based sex workers across Vancouver. Over the last 2 years a second shift was implemented for the MAP Van, resulting in the vehicle being in use, delivering services, over 12 hours per day.

In the past year, the MAP Van has:

- Served approximately 500 sex workers, with an average of 100 200 client interactions per week per shift.
- Distributed 400 meals/snacks/per shift
- Dispensed 100-300 four packs of condoms, in addition to approximately 150 hygiene items (toothbrush/paste, soap, sanitizer).

The current MAP Van vehicle was acquired approximately five years ago. As it has aged, maintenance costs have become increasingly more expensive. There have been a number of prolonged repairs resulting in the vehicle being unavailable to deliver services. WISH Society has secured provincial funding for an electric replacement van, but because of supply chain issues, the van cannot be procured for six months. Approving the cargo van will allow them to continue delivering much needed services to street-based sex workers until the replacement van is procured.

The recommended Social Policy Capital Grant of \$12,000 will ensure the van can be retrofitted to meet program needs.

# **RECOMMENDATION L: Social Policy Capital Grant Program Guidelines**

Social Policy Capital Grants provide matching grant support for social infrastructure improvements that increase the capacity of facilities serving Vancouver residents who are experiencing compounding vulnerability factors and the increasing impacts of marginalization.

# Eligible projects include:

- **Health and Safety Upgrades:** Renovations or additions to existing facilities to comply with health and safety regulations, licensing or fire requirements, etc.
- Improving or Expanding Services: Renovations or additions to existing facilities to better
  deliver programs and serve clients. This may include play structures in childcare centres, or
  other structures that are integral to service delivery.
- **Planning or Feasibility Studies:** Hiring a consultant to research and draft a plan for future new construction and/or renovations related to organizational growth.

### **ELIGIBILITY**

### **Primary**

An organization must:

- Be a registered non-profit society, community service co-op or social enterprise wholly governed by a non-profit and in good standing with the Registrar of Companies; OR a registered charity, in good standing with the Canadian Revenue Agency; OR a First Nations Band;
- Have an independent, active governing body composed of volunteers. No staff member can be a voting member of the Board or Executive.
- Have by-laws with provisions that no Board member can be remunerated for serving as a director
- Demonstrate accommodation, welcomeness and openness to people of all ages abilities, sexual orientation, gender identities (including trans\*, gender-variant and twospirit people), ethnicities, cultural backgrounds, religions, languages, under-represented communities and socio-economic conditions in its policies, practices and programs, except in instances where the exclusion of some group is required for another group to access safe programs and services.
- Be in compliance with the <u>Canadian Charter of Rights and Freedoms</u> and the <u>British Columbia Human Rights Code</u>;
- Not act in the capacity of a funding body for, or make grants to, other groups or organizations.
- Have the demonstrated functional capacity and sufficient financial resources to complete the project for which funding is sought.
- Organizations in City-owned or leased facilities are eligible to apply. Any work done to
  existing facilities must be in accordance with the terms and conditions stated in the lease
  with the City, e.g., organizations will only be permitted to make capital improvements to
  areas that are within the lessee's responsibility. The regular maintenance of City-owned
  or leased facilities will <u>not</u> be an eligible expense. Note that any capital project in a Cityowned or leased facility will be subject to final approval by the City's Facilities
  department.
- Non-profit organizations are <u>not</u> eligible to apply for this grant if their primary purpose or activity is the provision of health care, education (excluding childcare or out of school care), sports, recreational or religious programs and services.

# **Project Eligibility**

The facility <u>must</u> be located in the City of Vancouver.

### ALLOWABLE EXPENSES FOR SOCIAL POLICY CAPITAL GRANTS

Eligible expenses include:

- Capital project planning or feasibility studies;
- Architectural drawings, fees for professional services, permits;
- Construction expenses; and,
- Movable expenses such as computers, furniture, equipment and other depreciable
  assets that support the delivery of services, if linked to a broader renovation and if the
  cost does not exceed 15%ofthe total grant being requested from the City.

Social Policy Capital grants may **not** be used to fund any of the following expenses:

- Construction deficits.
- Regular maintenance.
- Work already completed.
- Repairs, maintenance or work that is the responsibility of the landlord, as stated in the lease.
- Capital projects for arts or cultural organizations that may be eligible under the City of Vancouver Cultural Spaces Grant Program:(See <a href="https://vancouver.ca/people-programs/cultural-spaces-grant-program.aspx">https://vancouver.ca/people-programs/cultural-spaces-grant-program.aspx</a>)

Exceptions to the above may be approved at the discretion of the Managing Director of Social Policy & Projects.

The City's contribution to a project **will not exceed 50%** of total **eligible** expenses. Payment of Social Policy Capital grants will be contingent on the organization securing the remaining 50% of the funding from other sources, which could include the applicant's own reserves and in-kind contributions.

# Capital Grant to Aboriginal Land Trust Society (Recommendation M and N)

To create a permanent DTES centre for healing and wellness supports for Indigenous families and community, this report seeks approval of a capital grant of up to \$2,000,000 for the creation of the Saa'ust Centre within the Aboriginal Land Trust Society (ALT) project located at 52-92 E Hastings Street. The Saa'ust Centre currently offers culturally reflective healing and wellness supports from its interim location at 44 E Cordova Street.

# COUNCIL AUTHORITY/PREVIOUS DECISIONS SPECIFIC TO THIS GRANT

- In 2013, Council endorsed the United Nations Declaration on the Rights of Indigenous Peoples.
- In 2014, Council designated Vancouver as a City of Reconciliation and in 2015, the City identified areas of action under the Truth and Reconciliation Commission of Canada recommendations.
- In 2017, Council received for information findings of a study funded by the City, entitled Aboriginal Health, Healing and Wellness in the DTES that identified gaps in healing and wellness supports including dedicated space, supports for Elders, and access for women and youth.
- On June 20, 2018 (RTS 12527), Council approved the operation of Saa'ust by The Vancouver Aboriginal Community Policing Centre Society beginning in March 2018 under a one-year licence.
- On November 24, 2020 (RTS 14092), Council approved a second six-month licence for Saa'ust at its current location to start on January 1, 2021.
- On September 16, 2020, Vancouver City Council approved capital funding for Equity Initiatives, of which \$2,000,000 is proposed for the purpose of tenant improvements and lease security for a permanent location for the Saa'ust Centre.
- In November 2020, CoV and ALT signed a Letter of Intent to collaboratively explore the
  possibility of permanently locating Saa'ust Centre within the ALT project located at 52-92
  East Hastings Street with CoV acting in an advisory role regarding the development of
  the Saa'ust Centre.

### Strategic Analysis

Saa'ust Centre supports Indigenous health, healing and wellness programs and cultural services for communities experiencing the ongoing injustices of colonial violence. The Saa'ust program was initiated under the leadership of the Urban Indigenous Peoples' Advisory Committee and other Indigenous advisors and community leaders. Saa'ust is a responsive action towards reconciliation during the national inquiry into Missing and Murdered Women and Girls (MMIWG). Located on the traditional, unceded and ancestral territories of the Musqueam,

Squamish and Tsleil-Waututh Nations, Saa'ust was named by Musqueam Elder Shane Pointe. It means "lifting each other up," providing Indigenous medicine and support for families and survivors of MMIWG. It is a 2SLGBTQQI safe space and respects families of the heart.

Staff has worked with Indigenous partners to lease long-term space for Saa'ust. The City has secured a location within the Indigenous-led Aboriginal Land Trust project at 52-92 East Hastings through a Letter Of Intent (LOI) and grant agreement. The ALT project is a 12-storey mixed use development with 53 supportive housing units to be operated by Raincity, 58 family housing units to be operated by Lu'ma Housing and a 37,000 sq ft Healing and Wellness space over the first three floors, majority to be operated by Vancouver Aboriginal Health Society with additional tenants including Saa'ust Centre, MVAEC, Pacific Association of First Nations Women and NVIT Food Centre. The City will issue an RFP for a long-term operator as Saa'ust transitions out of the temporary space at 44 E Cordova. The project has received Development Permit approval and is expected to be completed and ready for occupancy by 2024/25. The capital grant of \$2,000,000 will be used for tenant improvements and lease security for the 4,000 sq ft Saa'ust Centre. It will include gathering space (kitchen, lounge, multipurpose room), private counseling rooms and office/meeting space.

The creation of a long-term Indigenous healing and wellness centre will:

- Enable access to cultural services and healing for people in the DTES and across the city;
- Make Indigenous concepts of health more accessible;
- Reduce barriers to access, such as racism and discrimination:
- Improve overall community safety:
- Support reconciliation initiatives arising from the Truth and Reconciliation Commission Calls to Action, specifically:
  - o Action #20. Recognize needs of Indigenous off-reserve
  - Action #21. Fund Indigenous Healing Centres
  - o Action #22. Recognize healing practices, healers and Elders
- Create a point of entry and hub for information sharing and for referrals to all service providers in the DTES and surrounding areas, such as Community Health Centres, Rapid Access Centres, and Mental Health services;
- Increase culturally competent care in primary health, dental, vision, mental health and wellness, and addiction services; and
- Improve the navigation of all types of health services.

As a result, it is anticipated the community will experience better health outcomes for all Indigenous groups: women, 2SLGBTQ+, men, Elders and seniors, and children and youth. Moreover, the relationship building, partnerships, and community-driven development process can help address the impacts of colonization and residential schools in a deeply culturally reflective way, demonstrating that as a City of Reconciliation, Vancouver is committed to recognizing the strengths and assets of Indigenous communities while working to address systemic barriers and socioeconomic inequities.

### Financial

As a condition of the Grant Agreement, the City will seek to "extend the term of the NPO lease to 60 years or the life of the building (whichever is greater) and arrive at an additional grant value to support such longer term (estimated to be around \$1,380,000, to be confirmed), all to

the mutual agreement of the Recipient and the City, and if so mutually agreed, to enter into an amendment of this Grant Agreement to reflect such additional grant value and extended term." Any increase to the approved amount (\$2M) will be required to come from reallocation within the Capital plan/budget.

# Legal

In order for the proposed grant funds to be released, the City and ALT will enter into a grant agreement (Appendix K-2). This agreement will be used to secure the social purpose facility, including the following conditions:

- design and construct the Social Purpose Facility in a manner consistent with all applicable permit applications, all applicable laws and regulations, the Social Purpose Facility Functional Program and as otherwise approved by the City;
- provide a lease of the Social Purpose Facility to the City's selected NPO (the "NPO Lease") for 10 years at no cost for the purposes set out in the Social Purpose Facility Functional Program;
- o work with the City to extend the term of the NPO Lease to 60 years or the life of the Building (whichever is greater) and arrive at an additional grant value to support such longer term (estimated to be around \$1,380,000, to be confirmed), all to the mutual agreement of the Recipient and the City, and if so mutually agreed, to enter into an amendment of this Grant Agreement to reflect such additional grant value and extended term;
- enter into a 219 covenant to secure the use of the Social Purpose Facility for the term of the NPO Lease

#### RECOMMENDATION M: GRANT AGREEMENT - ABORIGINAL LAND TRUST SOCIETY

### **GRANT AGREEMENT**

This Grant Ag	reement (this "Agreement") is dated this day of December 2021,
BETWEEN:	CITY OF VANCOUVER, 453 West 12 <sup>th</sup> Avenue, Vancouver, British Columbia, V5Y 1V4
	(the "City")
AND:	ABORIGINAL LAND TRUST SOCIETY, 2750 Rupert Street, Vancouver, BC V5M 3T7
	(the "Recipient")
	(Each, a "Party" and, together, the "Parties")

### WHEREAS:

- A. The Recipient leases or will lease the Lands from Provincial Rental Housing Corporation pursuant to a long-term 60-year ground lease;
- B. The Recipient wishes to construct and maintain a 12-storey mixed use development with 53 supportive housing units to be operated by Raincity, 58 family housing units to be operated by Lu'ma Housing and a 37,000sf Healing and Wellness space over the first three floors, majority to be operated by Vancouver Aboriginal Health Society with additional tenants including Saa'ust Centre, MVAEC, Pacific Association of First Nations Women and NVIT Food Centre (collectively, the "**Project**");
- C. On June 5, 2020, Vancouver City Council approved a CHIP grant of up to \$6,255,000 to the Recipient/Lu'ma Aboriginal Housing Society to assist with construction of the housing portion of the Project. The City now wishes to provide, and the Recipient wishes to receive, a grant of funds to assist with the funding of the Social Purpose Facility component within the Healing Centre portion of the Project;
- D. On September 16, 2020, Vancouver City Council approved a Capital Plan recalibration which included funding for Equity Initiatives, of which \$2,000,000 (the "**Grant**") was approved for the proposed 4,000 sf Saa'ust Centre, (the "**Social Purpose Facility**") for the purpose of tenant improvements and lease security;
- E. The parties wish to set out the terms and conditions of the Grant.

NOW THEREFORE, the City and Recipient agree to the following:

# ARTICLE 1 **DEFINITIONS**

### 1.1 Definitions

- (a) "Agreement" means this Grant Agreement;
- (b) "Architect" means a person registered or licensed under the Architects Act as a member of the Architectural Institute of British Columbia:
- (c) "Building" means the building to be constructed on the Lands pursuant to Development Permit No. DP-2019-00680 containing the Project;
- (d) "City" means the City of Vancouver, as a corporate entity, and a municipal corporation continued under the *Vancouver Charter*;
- (e) "City Personnel" means any and all of the elected and appointed officials, officers, employees, and agents of the City;
- (f) "Grant" means the money described in Recital D on the first page of this Agreement;
- (g) "Lands" means those lands and premises situate in Vancouver, British Columbia with a civic address at 52-92 East Hastings Street and legally described as Parcel Identifier: 031-464-238, Lot 1 Block 13 District Lot 196 Group 1 New Westminster District Plan EPP92014;
- (h) "Losses" means all damages, losses, costs, actions, causes of action, claims, demands, liabilities, expenses, indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays);
- (i) "NPO" means the non-profit organization that will operate the Social Purpose Facility, to be selected by the City;
- (j) "Project" has the meaning described in Recital B on the first page of this Agreement;
- (k) "Recipient" means Aboriginal Land Trust Society, including its successors and permitted assigns;
- (I) "Recipient Personnel" has the meaning given in Section 2.3(h) of this Agreement;
- (m) "Social Purpose Facility" has the meaning given in Recital D, as further described in the Social Purpose Facility Functional Program;
- (n) "Social Purpose Facility Functional Program" means the functional program including plan layout and associated room data sheet information for the Social Purpose Facility set out in Schedule A:

(o) "**Term**" has the meaning given in Section 2.6 of this Agreement.

# ARTICLE 2 THE GRANT

### 2.1 The Grant

- (a) The City will grant the Grant to the Recipient to use to offset the costs the Recipient incurs to complete the Project, subject to the terms and conditions stated in this Agreement. The Recipient acknowledges and accepts the conditions and terms of the Grant stated in this Agreement. The City will deliver the Grant to the Recipient no later than thirty days after receiving written notice that the last of the following has occurred:
  - (i) the issuance of a building permit for the Building and commencement of construction of the Building;
  - (ii) the execution and delivery of this Agreement by the Parties; and
  - (iii) confirmation that funding and financing sources for the construction of the Building have been secured to the satisfaction of the City.
- (b) The Recipient will pay any taxes applicable to the Grant.

# 2.2 Conditions of Grant

- (a) Subject to the issuance of the development permit and building permit for the Building, the Recipient will, at its cost:
  - (i) design and construct the Building in accordance with the development permit and building permit for the Building;
  - (ii) obtain all licenses, permits, and approvals required to complete the Building;
  - (iii) negotiate and settle all contracts with contractors, subcontractors, suppliers, material providers, and labourers as necessary for the construction of the Building;
  - (iv) carry out all such other duties in a diligent manner to cause the Building to be constructed and completed in accordance with the development permit and building permit for the Building and all applicable statutes, laws, bylaws, and ordinances;
  - (v) complete the Project prior to the end of the Term;
  - (vi) design and construct the Social Purpose Facility in a manner consistent with all applicable permit applications, all applicable laws and regulations, the Social Purpose Facility Functional Program and as otherwise approved by the City;

- (vii) provide a lease of the Social Purpose Facility to the City's selected NPO (the "NPO Lease") for 10 years at no cost for the purposes set out in the Social Purpose Facility Functional Program;
- (viii) work with the City to extend the term of the NPO Lease to 60 years or the life of the Building (whichever is greater) and arrive at an additional grant value to support such longer term (estimated to be around \$1,380,000, to be confirmed), all to the mutual agreement of the Recipient and the City, and if so mutually agreed, to enter into an amendment of this Grant Agreement to reflect such additional grant value and extended term;
- (ix) enter into a 219 covenant to secure the use of the Social Purpose Facility for the term of the NPO Lease:
- (b) The Recipient will only use the Grant for paying for costs directly associated with the Social Purpose Facility. Notwithstanding the foregoing, the Recipient may use the Grant for debt-servicing related to the Project.
- (c) The Recipient will not use the Building in any way that is inconsistent with the terms of this Agreement.
- (d) The Recipient will keep and maintain the Building and all parts thereof including the Social Purpose Facility, as would a reasonable landlord of similar premises and in accordance with its obligations under the Building leases.
- (e) The Recipient will not transfer the Grant or any portion of the Grant to any person, society, company, entity, or legal entity of any kind unless doing so is part of the Project.
- (f) If a building permit for the Building has not been issued and the Recipient has not commenced construction of the Building within two years of execution of this Agreement, then the City may terminate this Agreement by delivering written notice to the Recipient and, upon delivery of such written notice, this Agreement will be null and void. If this Agreement becomes null and void as a result of this Section 2.2(f), then the Recipient acknowledges and agrees that the City will have no obligation to pay the Grant or any portion of the Grant to the Recipient.
- (g) During the Term and for two years after the Term, the Recipient will keep accurate records, invoices, and receipts that show how the Recipient constructed the Building, completed the Project, and used the Grant and, upon request by the City, will make those records, invoices, and receipts immediately available to the City or an agent of the City for the City or its agent to review, copy, and keep.
- (h) If the Recipient or any of its current members, employees, agents, contractors, directors, or officers or any of its members, employees, agents, contractors, directors, or officers who worked for or on behalf of the Recipient during the Term (the "Recipient Personnel") is accused of any act, conduct, or omission that could, in the City's sole discretion, acting reasonably, bring risk of harm or loss, reputational or otherwise, to the City or to any of the City's events, programs, or services, then the City may terminate this Agreement by providing written notice

(i) to the Recipient. If the City terminates this Agreement pursuant to this Section 2.2, then the Recipient will immediately return the Grant to the City. If the Recipient does not immediately return the Grant to the City, then the Recipient acknowledges and agrees that the City may take all lawful actions necessary to recover the Grant and the Recipient will indemnify and hold the City harmless for all of the legal and other costs that the City incurs in connection with the recovery of the Grant.

# 2.3 Representations and Warranties

The Recipient represents and warrants that:

- (a) the Recipient has the full right, power, and authority to enter into this Agreement and to establish, run, and complete the Project and that this Agreement will be fully binding upon the Recipient;
- (b) if the Recipient is of a legal nature that means the Recipient either is or is not in good standing with a regulatory body, then the Recipient is a society in good standing as of the date of this Agreement, will remain in good standing throughout the Term;
- (c) the Recipient possesses the necessary skills, knowledge, qualifications, assets, and experience to complete the Project to the reasonable satisfaction of the City; and
- (d) the Recipient has no knowledge of any of its Recipient Personnel having or having been alleged to have improperly, inappropriately, or illegally misused the funds of or stolen money from the Recipient or any other legal entity and, if any Recipient Personnel becomes aware during the Term that a Recipient Personnel has or has been alleged or is or is currently alleged to have improperly, inappropriately, or illegally misused funds of or stolen money from the Recipient or any other legal entity, then the Recipient will immediately notify the City.

### 2.4 Default and Repayment

If the Recipient spends any of the Grant in any way that is in material contravention or material breach of this Agreement in the City's sole discretion, acting reasonably, or if any of the Recipient's representations or warranties is untrue as of the date of this Agreement or becomes untrue during the Term, then the City will provide notice to the Recipient of such contravention or default and the Recipient shall have thirty (30) days to rectify the default. If the Recipient fails to rectify the default within the time permitted and, if it receives written notice from the City to do so, the Recipient shall within sixty (60) days repay the amount of the Grant to the City. If the Recipient does not repay the amount of the Grant to the City within the time required, then the Recipient acknowledges and agrees that the City may take all lawful actions necessary to recover the Grant and the Recipient will indemnify and hold the City harmless for all of the legal and other costs that the City incurs in connection with the recovery of the Grant.

### 2.5 Compliance with Laws

The Recipient will comply with all applicable laws, regulations, bylaws, and guidelines in completing the Project and in performing its obligations and exercising its rights under this Agreement.

#### 2.6 Term

This Agreement will commence on the date of this Agreement and will expire five years after the date of this Agreement (the "Term"). Notwithstanding the foregoing, the Recipient's obligations under Section 2.2 (c) and (d) will survive the expiry of the Term.

# ARTICLE 3 **COMMUNICATIONS**

#### 3.1 **Publicity**

The Recipient will acknowledge the City's assistance and the Grant in all public communications or materials regarding the Project. However, each Party agrees not to use the name, logo, trademark, or any other identifying mark of the other Party in any advertising or public material, or make any form of representation or statement in relation to the Project that would constitute an express or implied endorsement by the other Party of any product or service, without obtaining the prior written approval of the other Party.

#### 3.2 **Notices**

Any notice, approval, or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval, or request to a representative of the party for whom it is intended or by mailing such notice, approval, or request by prepaid registered mail from any post office in British Columbia and:

in the case of the City, addressed to it at: (a)

# **City of Vancouver**

453 West 12th Avenue Vancouver, B.C. V5Y 1V4

Attention: City Clerk

with concurrent copies to Arts, Culture, and Community Services

(b) in the case of the Recipient, addressed to it at:

# **Aboriginal Land Trust Society**

1848 Commercial Drive Vancouver, B.C. V5N 4A5 Attention:

or at such other address as the Parties may from time to time advise by notice in writing. Any such notice, approval, or request will be deemed to have been received on the date of delivery of such notice, approval, or request or, on the third business day next following the date of such mailing if mailed, provided that, if mailed, should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute that might affect the delivery of such notice, approval, or request, such notice, approval, or request will only be effective if actually delivered.

# 3.3 Reports

If the Recipient does not apply to the City for a grant in the year subsequent to the year in which this Agreement was signed, then the Recipient will prepare and deliver to the City a report detailing all of the aspects of the Project that are relevant to the City, including the financial statements for the Project.

# ARTICLE 4 RELEASE AND INDEMNITY

# 4.1 Release and Indemnity

The Recipient hereby releases, and agrees to indemnify and save harmless, the City and the City Personnel for, from, and against any Losses suffered, incurred, or experienced by the Recipient, the City, and any City Personnel, in connection with, that arises out of, or that would not have been incurred but for the existence of this Agreement or the breach of this Agreement by the Recipient or any wrongful or negligent act or omission by the Recipient or any Recipient Personnel in the course of implementing, running, or completing the Project.

# 4.2 Survival

The release and indemnity in Article 2 and in this Article 4 will survive the expiry or earlier termination of this Agreement.

# ARTICLE 5 GENERAL

# 5.1 Amendments

Any amendments to the terms of this Agreement must be in writing and signed by both parties.

### 5.2 Assignment

The Recipient may not assign or otherwise transfer all or any part of its rights or obligations under this Agreement to any party without the prior written consent of the City.

# 5.3 Counterparts

This Agreement may be executed in counterparts and each executed counterpart will be considered an original, and all executed counterparts together will constitute this Agreement. A signed copy of this Agreement may be delivered by email, fax or other electronic transmission.

# 5.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties in respect of the Grant and supersedes any previous agreement or understanding, whether oral or in writing, between the parties.

### 5.5 Enurement

This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

# 5.6 Further Assurances

Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

### 5.7 Governing Law

This Agreement will be governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia. Each of the Parties agrees to bring any action arising out of or related to this Agreement in a court of British Columbia and the parties submit to the exclusive jurisdiction of the courts of British Columbia and any courts competent to hear appeals therefrom.

# 5.8 No Partnership

Nothing in this Agreement makes any Party the partner, joint venturer, agent, trustee, employee, or legal representative of the other Party. Each Party is an independent entity and has no authority to, and will not purport to, enter into any contracts on behalf of the other Party or to bind or otherwise purport to act on behalf of the other Party.

# 5.9 Severability

The invalidity of any paragraph of this Agreement will not affect any other paragraph of this Agreement, but this Agreement will be construed as if such invalid paragraph were omitted.

### 5.10 Time of the Essence

Time is of the essence in this Agreement.

### 5.11 Vancouver Charter

Nothing contained or implied herein will derogate from the obligations of the Recipient under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties, or obligations in the exercise of its functions pursuant to the *Vancouver Charter* S.B.C. 1953, c. 55 and the rights, powers, duties, and obligations of the City under all public and private statutes, by-laws, orders, and regulations, that may be, if the City so elects, as fully and effectively exercised as if this Agreement had not been executed and delivered by the Recipient and the City.

### 5.12 Freedom of Information Act

The Parties acknowledge that they are each subject to the *Freedom of Information and Protection of Privacy Act (British Columbia)*, and that all records prepared by either Party may be under the custody and control of that Party for the purposes of the said act and that all records prepared by that Party in the performance of this Agreement are in the custody and control of that Party. Each Party is or will be subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act (British Columbia)*, which creates a right of access to records under the custody and control of public bodies subject to specific limited exceptions.

# 5.13 Independent Legal Advice

The Parties acknowledge and agree that they have each obtained the independent legal advice that they deemed necessary before signing this Agreement.

### 5.14 Waiver

Both Parties acknowledge and agree that no failure on the part of either Party to exercise, and no delay in exercising any right under this Agreement, will operate as a waiver thereof nor will any single or partial exercise by a Party of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law or in equity.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CITY C	CITY OF VANCOUVER				
Per:					
Per:					
ABOR	IGINAL LAND TRUST SOCIETY				
Per:					
Per:	Authorized Signatory				
	Authorized Signatory				

### **SCHEDULE A**

# **Social Purpose Facility Functional Program**

The total area allocated for the Saa'ust Centre is 4,000sf (372m2). Any proposed changes from the attached layout plan and/or room data sheets will be mutually agreed upon by the Recipient, the NPO and the City prior to commencement of construction of the Project.

The functional program was developed in collaboration between City staff and current and former non-profit operators and partner organizations of the existing Saa'ust Centre located at 44 E. Cordova St.

To help inform the program, the City of Vancouver's Social Facility Technical Guidelines have been provided to the Recipient and its Architect for information purposes and are not considered legally binding for this Project unless specifically called out within the written program below. Social Facility Technical Guidelines can be found here: <a href="https://vancouver.ca/files/cov/social-amenity-technical-guidelines.pdf">https://vancouver.ca/files/cov/social-amenity-technical-guidelines.pdf</a>

# General Program Considerations:

- Consider location of and access to program spaces to support privacy of clients visiting the Centre
- All spaces should be able to accommodate ceremonial practices involving smoke and burning such as the burning of sage or sweet grass.
- Ceiling in all program spaces to be a minimum of 10'-0" clear height
- Consider signage and wayfinding strategies to lead visitors through building from main entrance to Saa'ust Centre
- Provide opportunities for artwork (relocated from existing Saa'ust Centre space) and for future opportunities.
- Consider other spaces within the Healing and Wellness Centre for Saa'ust Centre programs (i.e. multi-purpose rooms on level 1 when not in use by MVAEC, Healing Deck on level 3 when not in use by other tenants)
- Ensure appropriate security and access control systems for Saa'ust Centre to be reviewed with City and NPO at appropriate points during the design and construction phases.
- All millwork should be designed in accordance with "Custom Grade" as defined in the latest edition of the "Quality Standards for Architectural Woodwork" as published by AWMAC (Architectural Woodworker Manufacturers Association of Canada). Refer to Social Facility Technical Guidelines section 3.6 Architectural Millwork for more information.

The required spaces are generally broken into four primary groupings:

- 1. Gathering spaces: (a) reception, (b) kitchen, (c) lounge, (d) multipurpose room
- 2. Counselling spaces: (a-c) private counseling rooms for 2-4 people
- 3. Office spaces: (a) meeting rooms, (b-d) private offices, shared offices
- 4. Utility spaces: (a) washrooms, (b) storage, (c) janitorial
- 1. Gathering spaces:

- a. Reception: a secure space to welcome clients and guests, include reception desk space for 2 staff with direct access to facility, allow space for storage, and potential for large-format artwork and/or wall graphics, and a small waiting area with seating
- b. Kitchen: a domestic style kitchen for all to feel welcome, located at the heart of the centre, connected to and supporting the adjacent program and service spaces. Include full-size appliances as follows:
  - i. Two-compartment stainless steel sink with facet ledge
  - ii. refrigerator, range with domestic hood, dishwasher, microwave, coffee machine
  - iii. separate standalone full-size freezer for no-barrier youth access,
  - iv. ensure kitchen can be closed off from other program spaces
  - v. ensure adequate ventilation to remove odors (to meet ASHRAE Standard 62)
  - vi. water fountain + bottle filler
  - vii. floor drain with trap primer
  - viii. refer to Social Facility Technical Guidelines 3.12 Equipment for more information on kitchen appliances
  - ix. power in kitchen should be residential standards plus additional outlets to be confirmed
  - x. Consult Vancouver Coastal Health Health Protection during design to determine any relevant approvals prior to construction.
- c. Lounge: informal gathering space to include comfortable furnishings and a few small tables and chairs for leisure and visiting, ability to locate large-format artwork and/or wall graphics, some storage for supplies, located adjacent to kitchen with easy access between
- d. Multipurpose Space:
  - i. Explore potential for direct access to adjacent healing garden
  - ii. Durable finishes (i.e. resilient flooring) to accommodate a range of programs (painting, paper mache, dyes, etc.)
  - iii. Art sink with sediment trap
  - iv. Full-height storage for program supplies
  - v. Flexible furniture to support a range of activities (i.e. stackable chairs, seamless tables to allow a range of configurations allow ability to move tables and chairs into storage

### 2. Counselling spaces:

- a. One dedicated counselling room for 2-4 people
- b. Ensure acoustical privacy for clients
- c. Locate counseling room near entrance for privacy and confidentiality

### 3. Office spaces:

- a. two meeting rooms: one large (10-12 people) + one small (4-6 people)
- b. office and work area to accommodate 10 staff
- c. locate all office space and staff work areas in a secure administrative area that can be closed to program spaces,
- d. two private offices for managers, two shared enclosed offices (2 desks per office) + open work area
- e. refer to Social Facility Technical Guidelines 3.13 Furnishings for more information on furniture

# 4. Utility Spaces:

- i. Two fully accessible washrooms including the following fixtures and accessories in each: Paper towel dispenser and hand dryer
- ii. One Waste receptacle
- iii. One Soap dispenser at each sink
- iv. Change table
- v. Floor drain with trap primer
- b. Storage room to accommodate storage of multi-purpose furniture as well as miscellaneous larger-scale program and administrative supplies
- c. Janitor Room: to include a mop-sink with wall protection, mop holder, supply shelving, floor drain with trap primer to be accessible within the same room as the floor drain behind access panels.

Additional information about current Saa'ust Centre programs and partnerships:

The Saa'ust Centre is currently operated by the Indian Residential School Survivors Society (IRSSS) and collaborates and/or shares space with a number of other organizations to deliver ongoing events and programming to the community.

Current Saa'ust Centre Programs and services include but are not limited to:

- National MMIWG support network;
- 2SLGBTQ support;
- Workshops (Beading earrings, beginners beading; drum making, drum repair; smudge kit making, canoe project);
- Medicine wheel teachings;
- Drumming circle;
- Water Ceremony
- Day trips
- Personal safety workshops;
- 16 days of action of ending violence against women and girls;
- Brushing off ceremony;
- Blanketing ceremony;
- Drumming/Elder at MMIWG funerals/vigils;
- Remembrance Day support;
- Youth justice program;
- Grandmother council meetings;
- 60's scoop healing circle and regular feast days:
- Indigenous story telling sessions;
- Christmas and Valentine card program;
- Counselling:
- Community smudging practice;
- Online check-in and supports;
- Provincial FN Youth Tour Group
- Donations: Free Umbrella Program, Free Blanket Program; Winter supplies, Christmas hamper
- Saa'ust check in program (send messages to loved ones in the DTES);
- Library book resource available on site;
- Annual Mothers day event;

- •
- Local artists support;
- Collaboration Centre for Prison Health and Education;
- Feeding local SRO tenants;
- Information tables at multiple events across the City;
- Free coffee and tea program; open for MMIWG March;
- Free medicine program ongoing;
- Residential School/Colonialism workshop;

### Saa'ust Centre Existing Partnerships:

- Pacific Association of First Nations Women: Saa'ust works with PAFWN on various events and cross referrals for counselling services.
- **Grandmothers Council**: Saa'ust has been working in collaboration with the Grandmothers council since inception in 2018. Grandmothers Council has an office within the current Saa'ust space and meet regularly on partnership opportunities within the community.
- **Uplifting Indigenous Families Association:** sharing office space with Saa'ust and collaborating on many events related to healing and education for families affected by the issue of MMIWG.
- **Butterfly Research Group:** shares Saa'ust's space for research around the use of culture and ceremony to heal from trauma and are also collaborating on a longer long term project for cultural healing and ceremony on the water.
- Kilala Lelum: ongoing weekly programming and collaboration on healing and ceremony on the water.

# Upgrade Grant to Atira Women's Resource Society – London Hotel (Recommendations O and P)

# **Summary - Grant Conditions**

The grant described in Recommendation O will be subject to the following conditions:

- i. Atira Women's Resource Society extending the existing lease with the owner of the London Hotel, Porte Communities, for an additional 10 years (until 2032);
- ii. all required development and building permits having been issued by the City;
- iii. Atira Women's Resource Society executing and delivering to the City of Vancouver a grant agreement on terms satisfactory to the Director of Legal Services;
- iv. Atira Women's Resource Society, and the owner of the London Hotel, entering into and registering on title to the property an amended Housing Agreement to:
  - 1. extend the term for an additional 10 years, to 2032;
  - 2. secure 72 rooms at rents no greater than the shelter component of income assistance (currently \$375 for a single person) and;
  - 3. such other terms and conditions as the Director of Legal Services in consultation with the General Manager of Arts, Culture and Community Services may require.

# Background/Context

# **SRO Upgrading Grant Program**

The SRO Upgrading Grant Program was first approved as part of the Downtown Eastside (DTES) Local Area Plan implementation in 2014. The grant program provides funding to non-profit housing operators to improve livability and life safety conditions in rooms designated under the SRA By-Law. Grant applicants can receive up to \$10,000 per door to be put towards building and room upgrades. As reflected in table 1, the total SRO Upgrading Grant Program 2019 to 2022 Capital Plan is \$6 million.

Table 1. SRO Upgrading Grant Program 2019-2022 Budget

Total Capital Plan	2022 Budget	Previously Spent	2022
(2019-2022)			Balance
\$6,000,000	\$1,500,000	\$575,000	\$4,705,000*

<sup>\*</sup> Based on approval of the London Hotel Grant (\$720,000) under consideration.

### The London Hotel

The London Hotel, located at 208 East Georgia Street, is a three and four-storey heritage SRA-designated building located in Chinatown. The property has been owned by Porte Communities, a private company, since 2007, and has been leased to and managed by Atira Women's Resource Society since 2008. Like other aging SROs, the London Hotel requires significant investment and upkeep to remain operational and safe for residents.

# Atira Women's Resource Society

Atira Women's Resource Society (Atira) is a non-profit organization established in 1983 that provides a wide range of housing and services in its portfolio, including transition houses, shelters, long-term supportive housing, low market rental housing, childcare, and many supports programs aimed primarily at supporting women and children affected by violence. With the Atira Development Society and Atira Property Management, which provides housing across genders and age groups, Atira currently manages over 3,600 housing units, with an additional 426 units under development. As the London Hotel houses a mixed-gender population, Atira Women's Resource Society contracts Atira Property Management (APM) to manage the building.

# Strategic Analysis

The London Hotel provides a critical source of low-income housing. Improving the condition of the London Hotel is an SRO building that the City's SRO Tactical Team identify as priority for building improvement. Atira Women's Resource Society and Porte Communities have been responsive to city orders and have addressed any building violations. Both ACCS and DBL staff agree that Atira Women's Resource Society have had a positive impact on the building and its tenants since taking over operations in 2008 and supporting the continued and improved operation of this building as supportive housing for residents at risk of homelessness is aligned with the City strategy for SROs. The proposed grant to Atira Women's Resource Society, valued at \$720,000, leverages partner funding to improve the condition of the London Hotel. The total renovation budget is \$2,836,800. Atira has secured funding from BC Housing, the Canadian Mortgage and Housing Corporation (CMHC), Porte Communities to finance the remainder of the renovation cost (\$2,116,800).

### Grant Conditions and Revised Housing Agreement:

A condition of grant approval will be an extension of the lease between Porte and Atira for an additional 10 years (until 2032), as well as a Housing Agreement with Atira that:

Secures all 72 existing rooms at shelter rates.

Sets length of the term of the Housing Agreement for 10 years (until 2032 To ensure grant amounts are expended in accordance with the grant conditions and approved scope of work, staff anticipate payment of the grant in two installments, the first payment disbursed once all permits are obtained and the final payment at occupancy permit issuance.

The recommended City grant will assist Atira Women's Resource Society in the timely renovation of the London Hotel's building systems while increasing the number of units renting at the shelter component of income assistance. When combined with an amended Housing Agreement that secures affordability levels over the long term, the grant is a strategic investment in affordable rental accommodation for low income individuals.

### SRA Permit and Tenant Relocation

Since the scope of work for this rehabilitation project will require the temporary relocation of permanent residents staff will be requesting the applicant, Atira Women's Resource Society (AWRS), seek and have issued an SRA permit as required under section 1.2 (e) of the SRA Bylaw. Since the AWRS meets the requirements set out in section 4.3 of the SRA Bylaw the General Manager of Arts Culture and Community Services will be able to approve the SRA permit.

Staff have received and are satisfied with the tenant relocation plan that was submitted as part of the SRA permit application requirements. As part of the tenant relocation plan for the London Hotel, AWRS relocated all tenants to new homes within the community at the same rents they were paying at the London Hotel prior to their relocation. AWRS has also covered all moving costs for relocated tenants. As a condition of the Tenant Relocation Plan, AWRS will ensure all temporarily relocated tenants will be offered their same unit at the London Hotel at the same rent they were paying prior to their relocation once the building is complete, and subject to any eligibility conditions of the building.

### Financial

The cost of the proposed renovations is estimated to be \$2,836,800. The recommended grant of \$720,000 will represent 25% of the project budget, with BC Housing, Canadian Mortgage Housing Corporation, and Porte Communities funding the remainder 75% of the project. Table 2 below shows the current funding commitment from each of the project partners. Porte Communities and Atira are responsible for funding the outstanding \$387,000 labeled as other applicant costs in the table below. Ensuring full funding and completion of all required upgrades is the responsibility of Porte Communities and Atira. The City will not be contributing any amount outside of the grant amount requested in this report and will not release the second and final installment of grant funding until all required upgrades are completed. The source of funding for the City grant will be the 2022 Capital Budget for Housing (SRO grants).

Disbursement of the grant will be subject to both a Grant Agreement being completed and a Housing Agreement being amended and registered on title, for 20 years or life of the building, whichever is greater, to:

- a) rent 72 rooms at no greater than the shelter component of income assistance (currently \$375 for a single person) and;
- b) such other terms and conditions as the Director of Legal Services in consultation with the General Manager of Community Services may require. The 2019 2022 Capital Plan includes \$6,000,000 for SRO Grants. \$575,000 was previously approved by council, upon approval of the grant recommended in this report there will be a balance of \$4,705,000 available for future allocation.

Table 2: SRO Upgrading Grant Partner Funding

Funding Source	Amount
City of Vancouver – SRO Upgrade Grant	\$720,000
BC Housing – Capital Funding	\$720,000
Canadian Mortgage and Housing Corporation co-investment	\$709,200
Porte Communities	\$300,000
Other Applicant Costs	\$387,600
TOTAL PROJECT COST	\$2,836,800

### **CONCLUSION**

ACCS staff recommend approval of an SRO Upgrading Grant of \$720,000 to Atira Women's Resource Society's to fund building repairs and upgrades to the London Hotel. Many of the work items Atira Women's Resource Society has included in their scope of work are providing long-term building solutions for the building rather than piecemeal fixes. In addition, the proposal will secure 72 units at the shelter rate component of income assistance for an additional 10 years. By approving this grant the City will benefit by securing critical shelter rate units for the next 10 years and ensuring that the London Hotel remains safe and operational for the foreseeable future.

# 1101 Seymour - Lease Agreement with WAVAW (Recommendations Q and R)

As part of Spaces to Thrive implementation and in alignment with other City Plans and Strategies, this report seeks approval to appoint WAVAW as the operator of the social facility at #235-1101 Seymour and to enter into a new lease agreement.

### COUNCIL AUTHORITY/PREVIOUS DECISIONS

- At Public Hearing held May 15, 2013, Council approved on-site facilities as Community Amenity Contributions at 1107 (now 1101 & 1105) Seymour Street from two rezonings: 1107 Seymour Street (RTS 9952, report date April 15, 2013) 1300-1320 Richards Street (RTS 9953, report date April 15, 2013)
- On September 20, 2016 (RTS 11605), Council approved leases to Positive Living BC ("PLBC") and AIDS Vancouver ("AV") for several areas on floors 1 to 4 of 1101 Seymour St., a portion of which included 3,383 sq ft of the 3rd floor leased to PLBC.
- On September 20, 2017 (RTS 12139), Council approved the Lease to Aunt Leah's Independent Lifeskills Society for a 1,654 square foot premises on the 3rd floor at 1101 Seymour St (unit #325).
- On March 31, 2020 (RTS 13740), Council approved the Modification of Lease for AV occupancy on the 4th Floor of 1101 Seymour St, having been recently vacated by PLBC.
- On July 7, 2020 (RTS 13907), Council approved the Modification of Lease for Aunt Leah's Place for a larger portion (3,383, sq ft) on the 3rd floor of 1101 Seymour St., having been recently vacated by PLBC.
- On October 20, 2020 (RTS 14040), Council approved the Modification of Lease for Supporting Women's Alternatives Network (SWAN Vancouver) Society ("SWAN") for a larger portion (1,654 sq ft) on the 3<sup>rd</sup> floor of 1101 Seymour St., that had been vacated by Aunt Leah's (unit #325). Council also approved Vancouver Coastal Health Authority ("VCH") to occupy and enter into a lease agreement for 580 sq.ft. on the 1<sup>st</sup> floor (unit #101), to be operated by RainCity Housing and Support Society ("RainCity") to serve as an overdose prevention site.

Please refer to Appendix S for previous Council Authorities/Decisions that apply more generally to this and other recommendations.

# STRATEGIC ANALYSIS

Built in 2017, 1101/1105 Seymour Street is a 15 storey City-owned facility achieved through a community amenity contribution (CAC). It includes the first 4 floors of social service centre space (1101 Seymour St.), with 81 units of non-market rental housing above (1105 Seymour St.). The current tenants at 1101 Seymour Street include: AIDS Vancouver (AV), serving people with HIV/AIDS; SWAN Vancouver serving sex workers; Aunt Leah's Place, serving youth in foster care; and Vancouver Coastal Health Authority (VCH) to operate (RainCity Housing and Support Society is the operator) an overdose

prevention site in coordinated response with VCH. The VCH lease continues to support delivery of critically needed response services that align with the Mayor's Overdose Emergency Task Force Report recommendations.

W.A.V.A.W./R.C.C.: Women Against Violence Against Women/Rape Crisis Centre is a non-profit organization established in 1983 that has grown from a one woman-operated crisis line to the largest sexual assault centre in the province. As a feminist, anti-oppressive, decolonizing rape crises centre operating on unceded Coast Salish Territories, their mission is to provide support services to survivors of sexualized violence with shared experiences of gender oppression: women, Two-Spirit, trans and/or non-binary people. Currently, the organization is supporting more than 4,000 survivors of sexualized violence annually and also works to advocate for systemic change through education, outreach and activism.

An operator selection process has confirmed WAVAW is a reputable, financially and operationally viable organization that provides priority social programs and services for marginalized and vulnerable people in need. This organization advances a number of key Council priorities, including reconciliation, equity, accessibility, anti-racism and gender safety, and has provided evidence of community partnerships with other City funded organizations including a support letter from SWAN (tenant in 1101 Seymour).

If approved by Council, staff recommend the WAVAW lease would include requirements for: payment of Building Operating Costs equivalent to a rate of \$8.50 per square foot per annum; a Service Level Agreement ("SLA") that outlines the City's and tenant's responsibilities around building maintenance, repair, replacement and operating costs; and a Public Service Requirements schedule (see Appendix R for template) outlining how the Premises will be used to fulfil WAVAW's vision, mission and mandate while delivering public services and benefits, providing the basis for ongoing lease monitoring.

Gendered violence has increased in Vancouver over the course of the pandemic. A nominal lease with WAVAW aligns with *Spaces to Thrive* and UN Safe Cities for Women and Girls (Scoping Study underway) priorities to increase gender safety within the intersections of equity, reconciliation and resilience, and supports ongoing and much-needed programming.

### **FINANCIAL**

Basic rent for the Lease is to be set at a nominal rate of \$10.00 for the initial 5 year term and for any subsequent renewal term, inclusive of payment of rent in lieu of property taxes. As nominal rent is considered a grant based on the fair market value of the Lease, this represents a grant estimated at approximately \$196,800 per annum, or \$984,000 for the initial 5 year term, based on the first year of the term.

#### LEGAL

Social Policy and Projects will instruct Legal Services to prepare the WAVAW lease based on the WAVAW Term Sheet (included in this Appendix N), and prepared on the City's form of lease known as the Precedent Lease for Non-profit Entities (Cultural/Social). Social Policy and Projects and Real Estate and Facilities Management will jointly oversee the development of the WAVAW lease as well as ongoing management of the premises.

# TERM SHEET

Topic: Proposed Lease for W.A.V.A.W./R.C.C.: Women Against Violence Against Women/Rape Crisis Centre ("WAVAW") - Unit #235 - 1101 Seymour St

Community Amenity Contribution ("CAC") Context:	Recommendations to Council on specific uses and/or operating groups to be accepted to occupy and deliver services to the public at the social service centre (the "Centre") provided as a Community Amenity Contribution follow criteria as part of the Financing Growth policy. Groups and/or uses must be:  1. Located in the community in which the rezoning takes place and/or serve the site; 2. Growth-related, or meet past deficiencies or other community priorities; 3. Operationally viable; 4. Within City servicing standards - i.e. a type of service normally provided or supported by the City and at a service level supported by City policy; 5. Identified through an assessment of: (a) the full range of City services and of the adequacy of existing City amenities in the area; (b) opportunities to meet needs; (c) City plans and policies; (d) the cost to provide the amenities; (e) community input obtained during the rezoning and through community plans or Visions, and/or city-wide plans and policies; and (f) the development economics of the donor project.
Purpose:	<ul> <li>To conclude lease terms and secure a lease (the "Lease") for W.A.V.A.W./R.C.C.: Women Against Violence Against Women/Rape Crisis Centre ("WAVAW") for the 2<sup>nd</sup> floor (unit #235) within the Centre component of the Building constructed as City CAC at 1101 Seymour Street.</li> </ul>
Parties:	<ul> <li>City of Vancouver (the "Landlord")</li> <li>W.A.V.A.W./R.C.C.: Women Against Violence Against Women/Rape Crisis Centre ("WAVAW") ("the Tenant")</li> </ul>
Permitted Use:	<ul> <li>Institutional Use, limited to Social Service Centre and permissible ancillary uses.</li> </ul>

Subject Premises:	Approximately 4,801 square feet on the second floor of the Building, shaded in blue and labeled "UNIT #235" as shown attached as Schedule "A" (the "Premises"), together with access to 5,003 square feet of common areas plus shared parking, loading, bicycle storage, garbage and recycling, and end of trip facilities located at grade and in the parking levels of the Building.
Parking, Bicycle Parking, Scooter Parking, Storage, Shower Facilities:	<ul> <li>There are 5 parking stalls available to the Centre component of the Building. There are two loading bays available for general building use, bicycle parking, scooter parking, garbage and recycling bins, and shower facilities for the use of the Centre.</li> </ul>
Form of Lease:	<ul> <li>The Lease between the Landlord and the Tenant for the Premises shall be substantially in the Landlord's standard form of lease, attached hereto as Schedule "B", and amended in accordance with the terms of this Term Sheet.</li> </ul>
"As Is Where Is":	The Premises are provided "As Is Where Is" on the possession date. The Landlord makes no representation as to the fitness or suitability of the Premises for the Tenant's proposed use.
Further Investment or Subsidy by Landlord:	None.
Investment by Tenant:	Tenant will be responsible for:  The cost and completion of all tenant improvements.  All proposed tenant improvements are subject to the prior written consent of the Landlord.
Possession and Fixturing Period:	Subject to a signed lease being in place, the Landlord may provide possession of the Premises to the Tenant up to three (3) months prior to the Commencement Date for tenant improvements and move-in purposes (the "Fixturing Period").
Permits and Licenses:	The Tenant shall be solely responsible for obtaining all necessary permits, approvals and consents to construct any tenant improvements, and for all permits and licenses required to occupy the Premises and operate its business on the Premises.
Lease Commencement Date:	Anticipated for January 1, 2023.
Lease Term and Renewal Options:	<ul> <li>Initial term of five (5) years from the Commencement Date. One conditional Option to Renew for a further five (5) year term, provided the Tenant continues to demonstrate financial capacity and is deemed by the Landlord to be meeting its obligations in the Public Service Requirements.</li> </ul>

Base Rental Rate:	<ul> <li>Initial Term (Yr 1 to 5): Base Rent Rate = \$10.00 for the term, inclusive of payment of rent in lieu of property tax</li> <li>Renewal Term (Yr 6 to 10): Base Rent Rate = \$10.00 for the term, inclusive of payment of rent in lieu of property tax</li> </ul>
Security Deposit:	• NIL
Basic Responsibilities Addressed in SLA & Repairs, Maintenance and Replacement:	<ul> <li>The Landlord and Tenant will be responsible for the repairs, maintenance and replacement responsibilities identified in the Service Level Agreement (the "SLA"), attached hereto in draft form as Schedule "C", and which shall form part of the Lease.</li> </ul>
Building Operating Costs:	<ul> <li>As of the Commencement Date, the Tenant will also be responsible for its proportionate share of operating costs for the Building complex, for maintaining and repairing the common areas of the Building including hallways, stairwells, washrooms, parking, bike storage, end of trip facilities, and the like, as well as common area utilities.</li> <li>Estimated common area and maintenance costs from market comparables less capital reserve and property tax component cost is \$8.50 psf. This equates to an estimated additional rent of approximately \$40,808.50 per annum.</li> </ul>
Utility Costs:	<ul> <li>Tenant responsible for all utilities including but not limited to heat, electricity, gas, water, sewer, garbage and recycling collection, telephone, cable, internet and other utility costs serving the Premises or required for its operations. Some of these costs may be captured in overall operating costs instead of direct Tenant billing.</li> </ul>
Insurance:	<ul> <li>The Tenant shall obtain and maintain during the Term, the insurance specified in the Lease, with commercial general liability insurance with a limit of not less than Five Million Dollars (\$5,000,000) or such higher limit of coverage as the Landlord's Chief Risk Officer may require from time to time, for loss, damage, injury or death arising out of any one occurrence. The Tenant shall provide the Landlord with satisfactory proof of such coverage prior to possession of the Premises.</li> </ul>

the citizens of Vancouver and the advancement of social services in Vancouver. The Tenant will be asked to articulate and follow a set of public service requirements, the form of which is attached hereto as Schedule "D", to be appended to and forming a part of the Lease including: the mission, vision and mandate of the Tenant; the type and range of services and the expected benefits for the residents of Vancouver; commitment to City principles around financial management, leadership, accessibility and inclusion; and regular reporting to the Landlord.  Third Party Use and Subleasing:  • The Lease will include a clause that restricts the Tenant's right to assign, sublet, grant a mortgage or licence to another party without advance written permission by the Landlord. The Tenant will be permitted to licence all or part of the Premises to other third parties for occasional use in accordance with an Occasional Third Party Use Policy, attached hereto as Schedule "E", that will form part of the Lease.  Naming Rights:  • The Tenant shall follow the City of Vancouver Naming Rights policy including potential restrictions on the right to make the Premises (including any portion of the Premises) or the building in which the Premises are situated.  Early Termination:  • The Tenant may terminate the Lease upon 180 day's written notice to the Landlord.  • The Landlord may terminate the Lease upon 180 day's written notice to the Tenant if:  (i) the Landlord's elected council, by a resolution approved by a simple majority, is not satisfied with the Tenant's performance and/or service required of the Tenant in respect of the Use of the Premises including use by third parties and as articulated in the Public Service Requirements; or  (ii) the Tenant is otherwise in default under the Lease.  This Term Sheet is subject to the following:  1. Approval of Vancouver City Council by July 31, 2022.  The parties will act in good faith to execute the Lease with all due diligence thereafter.  Tenant's Condition:  This Term Sheet is subject t	Public Service	The Tenant shall operate the Premises for the benefit of
right to assign, sublet, grant a mortgage or licence to another party without advance written permission by the Landlord. The Tenant will be permitted to licence all or part of the Premises to other third parties for occasional use in accordance with an Occasional Third Party Use Policy, attached hereto as Schedule "E", that will form part of the Lease.  Naming Rights:  • The Tenant shall follow the City of Vancouver Naming Rights policy including potential restrictions on the right to name the Premises (including any portion of the Premises) or the building in which the Premises are situated.  • The Tenant may terminate the Lease upon 180 day's written notice to the Landlord. • The Landlord may terminate the Lease upon 180 day's written notice to the Tenant if: (i) the Landlord's elected council, by a resolution approved by a simple majority, is not satisfied with the Tenant's performance and/or service required of the Tenant in respect of the Use of the Premises including use by third parties and as articulated in the Public Service Requirements; or (ii) the Tenant is otherwise in default under the Lease.  Landlord's Condition:  This Term Sheet is subject to the following:  1. Approval of the General Managers of Arts, Culture and Community Services; and Real Estate and Facilities Management.  2. Approval of Vancouver City Council by July 31, 2022.  The parties will act in good faith to execute the Lease with all due diligence thereafter.  Tenant's Condition:  This Term Sheet is subject to the following:  1. Approval of the board of directors of WAVAW by June 30,	Requirements:	the citizens of Vancouver and the advancement of social services in Vancouver. The Tenant will be asked to articulate and follow a set of public service requirements, the form of which is attached hereto as Schedule "D", to be appended to and forming a part of the Lease including: the mission, vision and mandate of the Tenant; the type and range of services and the expected benefits for the residents of Vancouver; commitment to City principles around financial management, leadership, accessibility
Rights policy including potential restrictions on the right to name the Premises (including any portion of the Premises) or the building in which the Premises are situated.  • The Tenant may terminate the Lease upon 180 day's written notice to the Landlord. • The Landlord may terminate the Lease upon 180 day's written notice to the Tenant if:  (i) the Landlord's elected council, by a resolution approved by a simple majority, is not satisfied with the Tenant's performance and/or service required of the Tenant in respect of the Use of the Premises including use by third parties and as articulated in the Public Service Requirements; or  (ii) the Tenant is otherwise in default under the Lease.  Landlord's Condition:  This Term Sheet is subject to the following:  1. Approval of the General Managers of Arts, Culture and Community Services; and Real Estate and Facilities Management.  2. Approval of Vancouver City Council by July 31, 2022.  The parties will act in good faith to execute the Lease with all due diligence thereafter.  Tenant's Condition:  This Term Sheet is subject to the following:  1. Approval of the board of directors of WAVAW by June 30,		right to assign, sublet, grant a mortgage or licence to another party without advance written permission by the Landlord. The Tenant will be permitted to licence all or part of the Premises to other third parties for occasional use in accordance with an Occasional Third Party Use Policy, attached hereto as Schedule "E", that will form part
written notice to the Landlord.  The Landlord may terminate the Lease upon 180 day's written notice to the Tenant if:  (i) the Landlord's elected council, by a resolution approved by a simple majority, is not satisfied with the Tenant's performance and/or service required of the Tenant in respect of the Use of the Premises including use by third parties and as articulated in the Public Service Requirements; or  (ii) the Tenant is otherwise in default under the Lease.  Landlord's Condition:  This Term Sheet is subject to the following:  Approval of the General Managers of Arts, Culture and Community Services; and Real Estate and Facilities Management.  Approval of Vancouver City Council by July 31, 2022.  The parties will act in good faith to execute the Lease with all due diligence thereafter.  Tenant's Condition:  This Term Sheet is subject to the following:  Approval of the board of directors of WAVAW by June 30,	Naming Rights:	Rights policy including potential restrictions on the right to name the Premises (including any portion of the Premises)
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The parties will act in good faith to execute the Lease with all due diligence thereafter.  Tenant's Condition: This Term Sheet is subject to the following:  1. Approval of the board of directors of WAVAW by June 30,	Landlord's Condition:	Approval of the General Managers of Arts, Culture and Community Services; and Real Estate and Facilities
Tenant's Condition: This Term Sheet is subject to the following:  1. Approval of the board of directors of WAVAW by June 30,		The parties will act in good faith to execute the Lease with
<ol> <li>Approval of the board of directors of WAVAW by June 30,</li> </ol>	Tenant's Condition:	
		1. Approval of the board of directors of WAVAW by June 30,

Schedules:	Schedule A: Plan of Premises (Lease Area)
	Schedule B: Standard Form of Lease for Non-Profit Entities
	Schedule C: Service Level Agreement
	Schedule D: Public Service Requirements Template
	Schedule E: Occasional Third Party Use Policy
	* The Tenant acknowledges having received a copy of Schedules B through E.

No legal rights or obligations will arise or be created by the tabling and discussion of these terms or any amendments to them until Vancouver City Council have approved same and the Landlord and Tenant have executed the formal agreements arising from these terms and otherwise on terms and conditions satisfactory to the General Managers of Arts, Culture and Community Services, and Real Estate and Facilities Management.

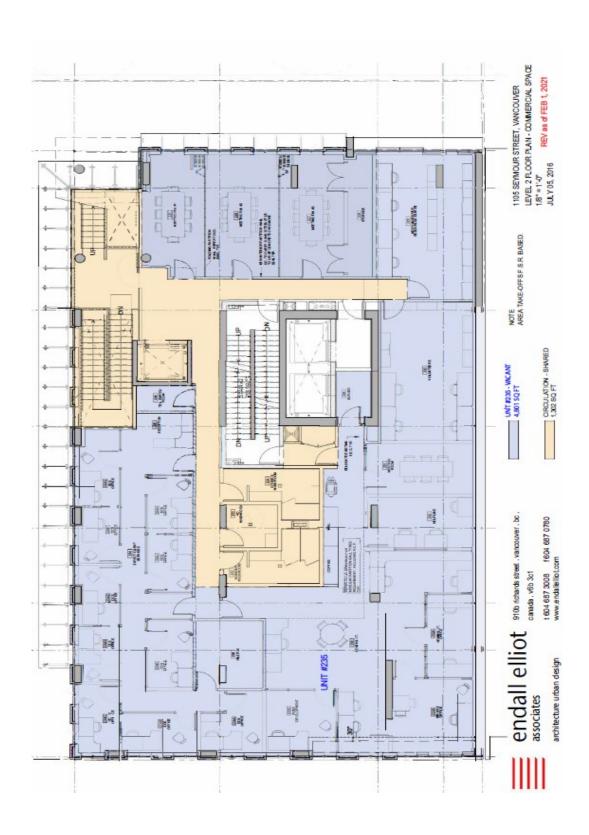
Agreed this 15 day of June , 2022

City of Vancouver

ANDREW NEWMAN Real Estate Services

W.A.V.A.W./R.C.C.: Women Against Violence Against Women/Rape Crisis Centre

Schedule A - Plan of Premises



# SERVICE LEVEL AGREEMENT 1101 Seymour NPO 2

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

Housing Operator: Head

Non-Profit Operator 1\*: NPO 1 (AIDS Vancouver – 4<sup>th</sup> floor unit #401 & 1<sup>st</sup>

floor unit #135)

Non-Profit Operator 2\*: NPO 2 (WAVAW – 2<sup>nd</sup> floor unit #235)

Non-Profit Operator 3\*: NPO 3 (Aunt Leah's – portion of 3<sup>rd</sup> floor excluding

#325; no unit #)

Non-Profit Operator 4\*:

NPO 4 (SWAN – 3<sup>rd</sup> floor unit #325)

Non-Profit Operator 5\*:

NPO 5 (VCH – 1<sup>st</sup> floor unit #101)

NPO 6 (Vacant 1<sup>st</sup> floor unit #141)

City of Vancouver CoV

\*NPO 1,2,3,4,5,6 relates to size of leased premises, with NPO 1 being the largest and NPO 6 being the smallest.

## Proportionate Share 1:

Refers to the proportionate share of the tenant's square footage in relation to the square footage of the entire building.

# Proportionate Share 2:

Refers to the proportionate share of the tenant's square footage in relationship to the square footage of the Social Service Non-profit space on the floors 1-4.

To suit: Refers to each tenant being responsible for the described work within their own space. (\*): Indicates line items that are included in the common area and maintenance costs, (the "Building Operating Costs", referred to in Section 1.09) payable by the Tenant, which have been estimated by the Landlord for 2022 to be \$8.50 /square foot of rentable area on a proportionate share basis.

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work	(*) = Included (see description) TR = Direct Tenant Responsibility
1.1	Heating, Ventilation and Air Conditioning exclusive to or within the leased premises (excluding common equipment / systems)			

а	- annual inspection	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
b	- routine maintenance and repair	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
С	- provision & replacement of filter material	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
d	- cleaning of ducts	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
е	- life cycle replacement (Capital Maintenance)	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)/CoV
f	-misc. related operating costs	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
1.2	Common Heating, Ventilation and Air Conditioning (systems serving more than the leased premises)			
а	- annual inspection, maintenance and repair	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	- life cycle replacement	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV

2.1	Plumbing Systems exclusive to or within each of NPO 1,2,3, 4, 5 and 6 leased premises (excluding common systems/equipment)			
а	-preventive maintenance and repairs to hot water heating systems and domestic cold water systems	CoV	NPO 1,2,3,4,5 or 6 to suit	N/A for NPO 5 (unit #101)
b	- major repairs and replacement of hot water heating systems and domestic cold water systems	CoV	NPO 1,2,3,or 4 to suit	N/A for NPO 5 (unit #101)
С	- repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	N/A for NPO 5 (unit #101)
d	life cycle replacement of hot water systems, fixtures and piping	CoV	NPO 1,2,3,4,5 or 6 to suit	N/A for NPO 5 (unit #101)
2.2	Plumbing Systems exclusive to the Social Service Component (excluding common systems/equipment, shared with the whole building)			
а	-preventive maintenance and repairs to hot water heating systems and domestic cold water systems	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)

b	- major repairs and replacement of hot water heating systems and domestic cold water systems	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
С	- repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
d	life cycle replacement of hot water systems, fixtures and piping	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)/CoV
2.3	Common Plumbing Systems (systems serving more than the Social Service component)			
а	- annual inspection, maintenance and repair	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	- life cycle replacement	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
С	-maintenance of sump pumps	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
d	-life cycle replacement of sump pumps	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
3.1	Mechanical Systems and Equipment (including elevators) exclusive to or within the leased premises (excluding common systems/equipment)			

а	- preventive maintenance and repairs	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
b	- installation, maintenance and replacement of additional equipment provided and installed by the occupant	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
С	- life cycle replacement	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)/CoV
3.2	Common Mechanical Systems and Equipment (serving more than the leased premises)			
а	- annual inspection, maintenance and repair	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	- life cycle replacement	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
4.1	Fire Protection & Suppression exclusive to the leased premises			
а	- <u>Fire extinguishers</u> : monthly inspection;	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
b	- Fire extinguishers: annual inspection; repairs, recharging, and life-cycle replacement	CoV	NPO 1,2,3,4,5 or 6 to suit	(*)
С	- Smoke detectors: monthly inspection	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR

d	- Smoke detectors: annual inspection; repairs and/or life-cycle replacement	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
е	- Fire alarm system: annual inspection; maintenance, repairs	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
e.1	- <u>Fire alarm system</u> : life-cycle replacement	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)/CoV
f	- <u>Fire sprinkler system</u> : annual inspection (or more frequently as required); maintenance, repairs	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
f.1	- <u>Fire sprinkler system</u> : life- cycle replacement	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)/CoV
4.2	Common Fire Protection & Suppression (systems serving more than the leased premises)			
а	- highrise smoke control systems	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	- fire protection equipment and life safety systems and related devices (ie. alarms, fire pump and standpipe systems, emergency power and lighting, etc)	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
С	- highrise smoke control systems, fire protection equipment and life safety systems and related devices (ie. alarms, fire pump and standpipe systems, emergency power and lighting, etc) life cycle replacement	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)

5.1	Security Systems dedicated to or within each of NPO 1, 2, 3, 4, 5, and 6 leased premises			
а	- system monitoring, inspection, maintenance and repair dedicated to each lessee'	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
b	- repair, replacement, re-keying of all locks	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
С	- life cycle replacement	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
5.2	Security Systems dedicated to Social Service Component			
а	- system monitoring, inspection, maintenance and repair dedicated to each lessee'	Head/NPO 1	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
b	- repair, replacement, re-keying of all locks	Head/NPO 1	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
С	- life cycle replacement	Head/NPO 1	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
	-			
5.3	Common Security Systems (systems serving more than the Social Service Component)			

а	- system monitoring, inspection, maintenance and repair	Head/NPO 1	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	- life cycle replacement	Head/CoV	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
6.1	Electrical Distribution Systems exclusive to or within the leased premises (excluding common systems/equipment)			
а	- repairs and upgrades required by Code, initiated by tenant	NPO 1,2,3,4,5,6 To Suit	NPO 1,2,3,4,5,6 To Suit	TR
b	- inspection, maintenance and repair of wiring, breakers and electrical panels	NPO 1,2,3,4,5,6 To Suit	NPO 1,2,3,4,5,6 To Suit	TR
С	- repair or replacement of switches, receptacles, cover plates	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3, or 4 to suit	TR
d	- life cycle replacement of wiring, breakers and panels	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)/CoV
е	- maintenance, repair and replacement of auxiliary power systems	NPO 1,2,3,4,5,6 To Suit	NPO 1,2,3,4,5,6 To Suit	TR
f	<ul> <li>additions, enhancements to meet tenant's program needs, including ongoing maintenance</li> </ul>	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR

6.2	Common Electrical Distribution Systems (systems serving more than the leased premises)			
а	- repairs and upgrades initiated by Housing Operator	Head	Head	N/A
b	- inspection, maintenance and repair of electrical distribution systems	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
С	- life cycle replacement of electrical distribution systems	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
d	-maintenance, repair and replacement of the emergency generator	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
6.3	Lighting Systems within each leased premises			
а	- bulb/tube replacement for interior lighting	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
b	- annual inspection, maintenance, and life cycle replacement of interior emergency/exit lighting	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
С	- interior lighting ballast replacement	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
d	- cleaning of interior light fixtures	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
е	- life cycle replacement of interior fixtures	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR

6.4	Lighting Systems common to Social Services Component			
а	- bulb/tube replacement for interior lighting	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
b	- annual inspection and maintenance of interior emergency/exit lighting	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
С	- interior lighting ballast replacement	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
d	- cleaning of interior light fixtures	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
е	- life cycle replacement of interior fixtures and emergency/exit lighting	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)/CoV
f	- maintenance and repair of exterior lighting (fixed to the exterior shell of the leased premises)	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
g	- life cycle replacement of exterior lighting (fixed to the exterior shell of the leased premises)	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)/CoV
6.5	Common Lighting Systems (systems serving more than the leased premises)			
а	- inspection, maintenance and repair	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)

b	-cleaning	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
С	- life cycle replacement	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
7.1	Interior Windows within the leased premises			
а	- breakage and replacement of interior windows	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
b	- routine repairs and cleaning	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
С	- replacement due to normal wear and tear	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
7.2	Exterior Windows of the leased premises and Canopy			
а	- breakage, routine repairs and replacement of exterior windows or canopy, not caused by the occupant or operations	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
b	- breakage, repair, and replacement of exterior windows or canopy, caused by the occupant or operations	Head	NPO 1,2,3,4,5 or 6 to suit	TR
С	- cleaning of interior surfaces of exterior windows	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR

d	- cleaning of exterior surfaces of exterior windows and canopy	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
7.3	Common Area Windows			
а	- breakage and repair (not caused by occupants or operations)	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	- breakage and repair (caused by occupants or operations)	Head	Head, NPO 1,2,3,4,5 or 6 to suit	TR
С	- cleaning (of interior and exterior surfaces)	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
d	- life cycle replacement	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
7.4	Interior doors of the Leased Premises and Suite Entry doors			
а	- maintenance and repair, including hardware	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
b	- life cycle replacement, including hardware	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
7.5	Exterior doors of the Social Service Component			
а	- maintenance and repair, including hardware	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)

b	- life cycle replacement, including hardware	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)/CoV
7.6	Common Area Doors and Gates			
а	- maintenance and repair	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	- life cycle replacement	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
	Laterian Confessor In Production			
8.1	Interior Surfaces dedicated to or within each of NPO 1, 2, 3, 4, 5 and 6 leased premises			
а	- interior life cycle repainting	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
b	- provision of, maintenance and cleaning of window applications including, but not limited to blinds and curtains	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
С	- repairs to interior walls and ceilings, including minor painting	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
d	- life cycle replacement of ceiling tiles	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
е	- interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks not caused by the occupant or operations	CoV	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
f	- maintenance and repairs of floor coverings, including carpet and tile	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR

g	- life cycle replacement of floor coverings	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
h	h - maintenance and repair of millwork		NPO 1,2,3,4,5 or 6 to suit	TR
i	i replacement of millwork		NPO 1,2,3,4,5 or 6 to suit	TR
	Interior Surfaces dedicated to			
8.2	the Social Service Component			
а	- maintenance and repairs for general wear and tear	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
b	b - capital maintenance or replacements		NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
8.3	Common Area Interior Surfaces (outside of the Social Service Component)			
а	- maintenance and repairs	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	- capital maintenance or replacements	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
9.1	Major Structural Systems within the Building			

а	- maintenance and repairs of foundations, flooring sub- structure, building envelope including bearing walls, awning and roofing, due to damage related to the tenancy	Head	Tenant responsible for the damage	TR
b	- replacements of foundations, flooring sub-structure, building envelope including bearing walls, awning and roofing, due to damage not related to the tenancy	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
С	- repairs and painting of exterior surfaces including windows, trim, fascia and soffits	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
d	- exterior life-cycle repainting	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
е	-cleaning of eaves troughs, gutters and awning	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
10.1	Site Services within the Social Service Component			
а	-graffiti removal	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
10.2	Common Site Services outside of the leased premises			
а	- landscaping repairs and maintenance	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	- grass cutting	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)

С	- general cleaning of grounds, litter disposal	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
c.1	- safe pick-up and disposal of any discarded drugs and needles/drug paraphernalia as per unit #101 lease	NPO 5/unit #101	NPO 5/unit #101	TR
d	- snow and ice removal from steps, walkways, entrances including provision of de-icing materials	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
е	- snow and ice removal from entrance to parking areas	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
f	- snow and ice removal from roof areas, canopies, and/or awnings (if applicable)	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
g	- repairs of water and sewage systems (beyond the building perimeter), unless deemed to be caused by the Tenant	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)/CoV
h	- maintenance, repair and replacement of gates and fences (excluding tenant specific gates and fences)	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
i	- maintenance and repair of parking areas for the leased premises	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
j	- graffiti removal	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)

11.1	Interior Signage within the leased premises			
а	- maintenance, repair and replacement of interior signage	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR if Tenant Sign (*) if shared signage
11.2	Exterior Signage (within the leased premises and/or outside the leased premises)			
а	- maintenance, repair and replacement (subject to prior approval of CoV)	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5,6 Proportionate Share 2	TR if Tenant Sign (*) if shared signage
11.3	Signage exterior to the leased premises			
а	- maintenance, repair and replacement (subject to prior approval of CoV)	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5,6 Proportionate Share 2	TR if Tenant Sign (*) if shared signage
12.1	Play Area and Equipment - N/A			N/A
13.1	Janitorial Services dedicated to or within each of NPO 1, 2,3, and 4 leased premises			
а	- routine janitorial/custodial services	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR

b	- pest control services (interior)	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
С	- provision of all washroom supplies	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	N/A
13.2	Janitorial Services for common areas of Social Service component			
а	- routine janitorial/custodial services	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
b	- pest control services (interior)	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
С	- provision of all washroom supplies	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
d	- garbage and recycling removal services	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
13.3	Common Area Janitorial Services (outside of the Social Service Component)			
а	- routine janitorial/custodial services	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	- pest control services (exterior)	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)

14.1	Appliances, Program and Other Non-Installed Equipment within the leased premises			
а	<ul> <li>inspection, maintenance and repair of all non-building equipment including stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting</li> </ul>	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
b	- replacement of all appliances, program and non-installed equipment	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
С	- maintenance, repair and replacement of furniture	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
15.1	Renovations and Upgrades to the Leased Premises			
а	- any upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by CoV)	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5 or 6 to suit	TR
16.1	Utilities (dedicated to or within NPO 2 or 6 leased premises)			
а	- electricity	CoV/NPO 2 /NPO 6 to suit	NPO 2 or 6 to suit	TR

b	- gas	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	N/A
С	- water and sewer	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	N/A
d	-neighbourhood energy utility (NEU)	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	TR
е	- all other municipal utilities charges which appear on the property tax notice	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	TR
16.2	Utilities for common areas of the Social Service component (including shared circulation areas)			
а	- electricity	CoV	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
b	- gas	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
С	- water and sewer	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
d	-neighbourhood energy utility (NEU)	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)
е	- all other municipal utilities charges which appear on the property tax notice	Head	NPO 1,2,3,4,5,6 Proportionate Share 2	(*)

16.3	Common Utilities (outside of the Social Service component)			
а	- electricity	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
b	- gas	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
С	- water and sewer	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
d	-neighbourhood energy utility (NEU)	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
е	- all other municipal utilities charges which appear on the property tax notice	Head	Head, NPO 1,2,3,4,5,6 Proportionate Share 1	(*)
17.1	Business Operations			
а	- staff costs	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5,6 to suit	TR
b	- telephone, internet & cable services	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5,6 to suit	TR
С	- insurance (CGL, business interruption, contents, etc.)	NPO 1,2,3,4,5 or 6 to suit	NPO 1,2,3,4,5,6 to suit	TR

d	- supplies and equipment, including for bathrooms	NPO 1,2,3,4,5,6 to suit	NPO 1,2,3,4,5,6 to suit	TR
е	- security services	NPO 1,2,3,4,5,6 to suit	NPO 1,2,3,4,5,6 Proportionate Share 2	TR

# **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.

## 2022 COMMUNITY SERVICES AND OTHER SOCIAL GRANTS (RTS 14838)

# 981 Davie St: Sub-Sublease Agreement with QMUNITY (Recommendations S and T)

As part of Spaces to Thrive implementation and in alignment with other City Plans and Strategies, this report seeks approval to appoint QMUNITY as the operator of the future social facility to be constructed at 981 Davie Street (formerly 1190 Burrard Street), legally described as:

- PID 015-484-211; Lot A (See 428984L) of Lots 17 to 19 Block 90 District Lot 541 Plan 210;
- PID 015-484-203: Lot 16 Block 90 District Lot 541 Plan 210:
- PID 015-484-181; The South ½ of Lot 15 Block 90 District Lot 541 Plan 210;
- PID 015-484-238; Lot B (Reference Plan 1606) of Lots 17 to 19 Block 90 District Lot 541 Plan 210; and
- PID 015-484-220 Lot C (See 428984L) of Lots 17 to 19 Block 90 District Lot 541 Plan 210,

and to enter into a new sub-sublease agreement with QMUNITY.

#### COUNCIL AUTHORITY/PREVIOUS DECISIONS

- In November 2013 (RTS 10174) Vancouver City Council adopted the West End Community Plan, including a Public Benefits Strategy.
- CD-1 rezonings for 1262-1290 Burrard Street and 1229-1281 Hornby Street (RTS 10255) (2013)
- In March 2017 (RTS 12062), Council (In Camera) authorized staff to commence negotiations with QMUNITY to secure a portion of the commercial space within a mixeduse development site at 1190 Burrard Street.
- In June 2021 (RTS 14509), application to rezone 1190 Burrard Street from Downtown District (DD) to CD-1 (Comprehensive Development) District for development of a 17 – storey mixed use building with social housing, a social service centre and commercial

Please refer to Appendix S for previous Council Authorities/Decisions that apply more generally to this and other recommendations.

#### STRATEGIC ANALYSIS

The West End Community Plan (2013) and public benefit strategy identified QMUNITY as requiring an expanded facility to support their growing membership. In 2016, Council authorized the acquisition of the subject site with the intention of developing affordable housing units, commercial space, and providing a new larger facility for QMUNITY, subject to rezoning. Approved for rezoning by Council in July 2021, the project at 981 Davie Street (formerly 1190 Burrard Street) is a 17-storey, mixed-use building with 3-storeys of below grade parking and includes a social purpose facility for the future home of QMUNITY, an organization that provides support for the 2SLGBTQQIA community. Community Land Trust (CLT) was awarded the contract to design, build, finance and operate the building via a 99 year lease. CLT will then sub-

sublease the social purpose facility back to the City long-term. The City will then Sub-sublease the space to QMUNITY. The City portion of the project is being funded by capital CAC dollars set aside for the future home of QMUNITY, while the housing portion is being funded by BC Housing. The new centre is intended to provide office administration and multi-purpose space to accommodate gatherings, workshops, counselling and education events. The anticipated occupancy date for the project is Q1 2025.

QMUNITY is a Vancouver based non-profit organization that works to improve queer, trans, and Two-Spirit lives through services, connection and leadership. Since 1979, QMUNITY has offered important programs and services for people who face discrimination, marginalization, and isolation based on their sexual orientation. QMUNITY's vision is for "vibrant, diverse and celebrated queer, trans, and Two-Spirit communities, where individuals are empowered to live their lives fully, free from discrimination." QMUNITY provides a number of services, including free counselling, information and referrals to queer supportive specialists, one-on-one peer support, facilitated support and social groups for youth and seniors, volunteer and practicum opportunities, visitor programs, special events, queer competency workshops and advisory services, and educational resources.

Spaces to Thrive prioritizes social spaces that address the needs of disproportionately impacted populations, including safe spaces for 2SLGBTQQIA communities. Delivery of this social facility with QMUNITY as operator advances City priorities around equity, inclusion, gender safety and reconciliation.

If approved by Council, staff recommend entering into a Sub-sublease with QMUNITY based on the terms outlined in the attached QMUNITY Term Sheet (Appendix O-1), including nominal lease rate and medium support Service Level Agreement (Appendix O-2). The Public Service Requirements schedule to the Sub-sublease (see Appendix T for template) will outline how the premises will be used to fulfil QMUNITY's vision, mission and mandate while delivering public services and benefits, and will provide the basis for ongoing lease monitoring.

#### **FINANCIAL**

Basic rent for the Sub-sublease is to be set at a nominal rate of \$10.00 for the initial 5 year term and for any subsequent renewal term, inclusive of payment of rent in lieu of property taxes. As nominal rent is considered a grant based on the fair market value of the Sub-sublease, this represents a grant estimated at approximately \$544,600 per annum, or \$2,723,000 for the initial 5 year term, based on the first year of the term.

#### **LEGAL**

Social Policy and Projects will instruct Legal Services to prepare the Sub-sublease based on the QMUNITY Term Sheet (Appendix O-1), and prepared on the City's form of lease known as the Precedent Lease for Non-profit Entities (Cultural/Social). Social Policy and Projects and Real Estate and Facilities Management will jointly oversee the development of the QMUNITY Subsublease as well as ongoing management of the premises.

#### **TERM SHEET**

## **Topic: Proposed Sub-sublease for City / QMUNITY**

# Community Amenity Contribution (CAC) Context:

Recommendations to Council on specific uses and/or operating groups to be accepted as Community Amenity Contributions are based on input from the public and the following criteria aspart of the Financing Growth policy. Groups and/or uses must be:

- 1. Located in the community in which the rezoning takes place and/or serve the site:
- 2. Growth-related, or meet past deficiencies or other community priorities;
- 3. Operationally viable;
- 4. Within City servicing standards i.e. a type of service normally provided or supported by the City and at a service level supported by City policy;
- 5. Identified through an assessment of:
- (a) the full range of City services and of the adequacy of existing City amenities in the area:
- (b) opportunities to meet needs;
- (c) City plans and policies;
- (d) the cost to provide the amenities;
- (e) community input obtained during the rezoning and through community plans or Visions, and/or city-wide plans and policies; and
- (f) the development economics of the donor project.

In the case of the proposed facility for QMUNITY at Burrard / Davie, seven million dollars (\$7M) in CAC's from the rezoning of:

- (a) 1262-1290 Burrard Street;
- (b) 1229-1281 Hornby Street (RTS No.10320) were allocated and approved by City Council towards the funding of a future facility for QMUNITY; and
- (c) an increase of \$1.5M was approved by CPDOC in July 2021 due to escalation from when funds were originally allocated and based on gross vs. net areas.

The West End Community Plan supports a new purpose built facility for QMUNITY within Davie Village and the subject property is considered to be a very suitable location.

## Purpose:

- To set out a mutual understanding of the mechanism for delivery of a new City owned, social service centre to be sub-subleased and operated by QMUNITY within a portion of the commercial podium at the proposed development at 981 Davie (formerly 1190 Burrard)
- Council authorized staff to commence negotiations with QMUNITY to secure space at 1190 Burrard St (now 981 Davie), approved by an In-Camera Council meeting (RTS No.12062) on May 17, 2017.

Parties:	City of Vancouver (the "Sub-sublandlord" or "City")     QMUNITY (the "Sub-subtenant")		
Permitted Use of Premises:	Institutional Use, Limited to Social Service Centre.		
The Project Location:	The new facility is intended to replace QMUNITY's existing Vancouver operations while co-locating with affordable housingand other commercial uses. The following describes the property location and details:		
	Civic Address:	981 Davie Street (formerly 1190 Burrard Street and 937 Davie Street))	
	PID's & Legal Descriptions:	PID: 015-484-211; Lot A (See 428984L) of Lots 17 to 19 Block 90 District Lot 541 Plan 210; PID: 015-484-238; Lot B (Reference Plan 1606) of Lots 17 to 19 Block 90 District Lot 541 Plan 210; PID: 015-484-220; Lot C (See 428984L) of Lots 17 to 19 Block 90 District Lot 541 Plan 210; PID: 015-484-181; The South ½ of Lot 15 Block 90 District Lot 541 Plan 210; and PID: 015-484-203; Lot 16 Block 90 District Lot 541 Plan 210	
	Site Area:	13,499 square feet	
	Zoning:	DD (M): will require rezoning to CD-1	
	Planning Division:	Vancouver Downtown	
	Neighbourhood:	Downtown South neighbourhood (bordering West End)	
	Proposed Development:	Approximately 135,000 square foot 17-storey mass timber hybrid mixed-use building with a two-storey 24,000 square foot commercial/retail podium and underground parking.	
Subject Premises (the "Premises"):	<ul> <li>As per architectural drawings by ZGF Architects Inc. dated revision 01- 31- 2022 submitted for DP Prior To Response under DP-2021-00556: approximately 13,338 square feet gross floor area (GFA) over two levels, including: aprx 10,522 sq ft on level 2; aprx 2,430 sq ft on level 1; plus 386 sq ft of circulation area over both levels (the "Premises"). The Premises will be serviced by a shared elevator accessing the parkade level, the ground level and the second level.</li> </ul>		
Parking, Bicycle Parking, Storage, Shower Facilities:	<ul> <li>Vehicle parking, bicycle parking and shower facilities requirements to be determined as per the City of Vancouver's applicable By-laws. The Sub- subtenant will have access to bicycle storage facilities for 6 bicycles and 5 parking stalls, including one accessible stall, in the building parkade. End of trip facilities to be located in the Premises.</li> </ul>		
"As Is Where Is":	The Premises will be provided to the Sub-subtenant "As Is Where Is" on the Project Completion Date. The City makes no representation as to the fitness or suitability of the Premises for the Sub- subtenants' proposed use. Refer to "Delivery of Premises" herein.		

Delivery of Premises:	• The Premises will be provided 'turn-key' to the Sub-subtenant on the Project Completion Date. Turn-key includes all fixtures and fittings, with the exception of loose furniture and AV equipment, which will be provided by the Sub-subtenant. Schedule D, the Social Amenity Technical Guidelines defines the standards to which the social amenity space will be delivered.
Further Investment or Subsidy by City:	None.
Investment by Sub-subtenant:	• The Sub-subtenant will be responsible for the cost and completion, including supply and installation, of any tenant improvements not included in the initial turn-key delivery of the space by the Developer. Any additional tenant improvements or alterations must be approved by the Sub-sublandlord in advance.
Possession and Fixturing Period:	• Subject to the Sub-sublease being signed, and an occupancy permit for the Premises having been issued, the Sub-sublandlord may provide possession of the Premises to the Sub-subtenant up to four (4) months prior to the Commencement Date for tenant improvements and move-in purposes (the "Fixturing Period").
Permits and Licenses:	• The Sub-subtenant shall be solely responsible for obtaining all necessary permits, approvals and consents to construct any tenant improvements or alterations not included in the delivery of the facility by the developer (i.e. outside the scope of the turn-key works), and for all permits and licenses required to occupy the Premises and operate its business on the Premises.

The Premises will be subject to three lease agreements:
(i) The entire City-owned property will be governed first by a long-term lease between the City and Community Land Trust ("CLT") (the "Head Lease");
(ii) CLT will sublease the Premises back to the City (the "Sublease");
(iii) The City will then sub-sublease the Premises to QMUNITY (the "Subsublease").
• The Sub-sublease between the City and the Sub-subtenant for the Premises shall be substantially in the City's standard form of lease, attached as Schedule "B", and amended in accordance with the terms of this Term Sheet.
Term: Initial term of five (5) years, commencing on the first day of the month following the end of the Fixturing Period (the "Commencement Date").
<ul> <li>Conditional Options to Renew: The Sub-subtenant shall be granted five         <ul> <li>(5) further conditional options to renew the Sub-sublease for five (5) years each, provided the Sub-subtenant continues to demonstrate financial capacity and is deemed by the Sub-sublandlord to be meeting its obligations in the Public Service Requirements.</li> <li>Base Rent: The Sub-subtenant shall pay a nominal base rent of \$10.00,</li> </ul> </li> </ul>
inclusive of payment of rent in lieu of property taxes, for the term and for any further renewal terms.
<ul> <li>Operating Costs: As of the Commencement Date, the Sub-subtenant will be responsible for operating costs for the Premises including its share of overall building common area costs. These are estimated at approximately \$9 per square foot per annum (2022).</li> <li>Security Deposit: Nil</li> </ul>
The Sub-sublandlord's and Sub-subtenant's maintenance, repair and replacement responsibilities are identified in the Service Level Agreement (the "SLA"), attached hereto in draft form as Schedule "C", and which shall form part of the Sub-sublease.
The Sub-sublandlord will be responsible for life-cycle replacement of major base building systems including HVAC, elevator, plumbing and electrical, and proportionate share of building structure and envelope.
The Sub-subtenant shall be responsible for routine & preventative maintenance as well as the replacement of items, mostly interior, such as flooring, millwork, interior doors and windows.
The Sub-subtenant is responsible for all utilities including but not limited to heat, electricity, gas, water, sewer, garbage and recycling collection, telephone, cable, internet and other utility costs serving the Premises or required for its operations, and its proportionate share of these costs for the building common areas.

• The Sub-subtenant shall obtain and maintain during the Term, the insurance specified in the Sub-sublease, with commercial general liability
insurance with a limit of not less than Five Million Dollars (\$5,000,000) or such higher limit of coverage as the City's Chief Risk Officer may require from time to time, for loss, damage, injury or death arising out of any one occurrence. The Sub-subtenant shall provide the Sub-sublandlord with satisfactory proof of such coverage prior to or upon possession of the Premises, and annually thereafter during the term or any renewal term.
• The Sub-subtenant shall operate the Premises for the benefit of the citizens of Vancouver and the advancement of social services in Vancouver. The Sub-subtenant will be asked to articulate and follow a set of public service requirements to be attached to and forming a part of the Sub-sublease including: the mission, vision and mandate of the Sub-subtenant; the type and range of services and the expected benefits for the residents of Vancouver; commitment to City principles around financial management, leadership, accessibility and inclusion; and regular reporting to the City.
<ul> <li>The Sub-sublease will include a clause that restricts the Sub-subtenant's right to assign, sublet, grant a mortgage or licence to another party without advance written permission by the City. The Tenant will be permitted to licence portions of the Premises to other third parties for occasional use in accordance with an Occasional Third Party Use Policy that will form part of the Sub-sublease.</li> </ul>
The Sub-subtenant shall follow the City of Vancouver Naming Rights policy including potential restrictions on the right to name the Premises (including any portion of the Premises). However the Sub- subtenant intends to pursue revenue opportunities both through naming rights and its signage, subject to Sub-subandlord and municipal regulatory approvals.
<ul> <li>The Sub-subtenant may terminate the Sub-sublease upon 180 days written notice to the Sub-sublandlord.</li> <li>The Sub-sublandlord may terminate the Sub-sublease upon 180 days written notice to the Sub-subtenant if: <ol> <li>the City's elected council, by a resolution approved by a simple majority, is not satisfied with the Sub-subtenant's performance and/or service required of the Sub-subtenant in respect of the Use of the Premises including use by third parties and as articulated in the Public Service Requirements; or</li> <li>the Sub-subtenant is otherwise in default under the Sub-sublease.</li> </ol> </li></ul>

Sub-	This Term Sheet is subject to the following:		
sublandlord's Condition:	1. Approval of the General Managers of Arts, Culture and Community Services; and Real Estate and Facilities Management.		
	2. Approval of Vancouver City Council by July 31, 2022.		
	The parties will act in good faith to execute the Sub-sublease with all due diligence thereafter.		
Sub-	This Term Sheet is subject to the following:		
subtenant's	1. Approval of the board of directors of QMUNITY by June 30, 2022.		
Condition:			
Schedules:	Schedule A: Property Location Map		
	Schedule B: Standard Form of Lease Agreement for Non-Profit Entities		
	Schedule C: Standard Form of Service Level Agreement		
	Schedule D: Social Amenity Guidelines		
	Schedule E: Functional Program for the QMUNITY		
	Schedule F: Public Service Requirements Template		
	Schedule G: Occasional Third Party Use Policy		
	* The Sub-subtenant acknowledges having received a copy of Schedules B through G.		

No legal rights or obligations will arise or be created by the tabling and discussion of these terms or any amendments to them until Vancouver City Council have approved same and the City and QMUNITY have executed the formal agreements arising from these terms, and otherwise on terms and conditions satisfactory to the General Manager of Arts, Culture and Community Services and the General Manager of Real Estate and Facilities Management.

Agreed this 30 day of June , 2022.

City of Vancouver

**QMUNITY** 

Christopher Vollan, Board Chair



Schedule A – Property Location Map

#### **SCHEDULE C**

# SERVICE LEVEL AGREEMENT – 981 Davie St Partnership Medium Support

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

Head Landlord: CLT/McLaren Housing Society of BC Other ASP

Sub-sublandlord: City of Vancouver CoV Sub-subtenant (Operator): QMUNITY NPO

For the purpose of this agreement, this Service Level Agreement (the "SLA") is intended to reflect the proposed delineation of repair, maintenance and replacement responsibilities between the parties as currently anticipated. The City reserves the right to revise the SLA as necessary and deemed appropriate.

## **Annual Maintenance Plan**

The Operator must prepare and submit an Annual Maintenance Plan including both the Routine and Preventative Maintenance Plan, which the City reserves the right to validate. The Operator will submit a report/reports summarizing the Routine and Preventative Maintenance that has been performed and costs, and the Capital Maintenance and Improvements performed and costs, annually on the anniversary of the commencement of the sub-sublease.

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 QMUNITY Premises (excluding common equipment/systems)		
а	- annual inspection	NPO	NPO
b	- routine maintenance and repair	NPO	NPO
С	- provision & replacement of filter material	NPO	NPO
d	- cleaning of ducts	NPO	NPO
е	- life cycle replacement (Capital Maintenance)	CoV	CoV
1.2	Common Heating, Ventilation and Air Conditioning (systems serving more than the QMUNITY Premises)		
а	- annual inspection, maintenance and repair	Other ASP	NPO (proportionate
b	- life cycle replacement	Other ASP	CoV/Other ASP

2.1	Plumbing Systems exclusive to or within the QMUNITY Premises (excluding common systems/equipment)		
а	- preventive maintenance and repairs to hot water heating systems (ie, boiler, hot water tank) and domestic cold water systems	NPO	NPO
b	- major repairs and replacement of hot water heating systems and domestic cold water systems	CoV	CoV
С	- repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	NPO	NPO
d	- life cycle replacement of hot water systems, and piping	CoV	CoV
е	- life cycle replacement of fixtures (ie, faucets, toilets, urinals, water closets, drinking fountains, etc.)	NPO	NPO
2.2	Common Plumbing Systems (systems serving more than the QMUNITY Premises )		
а	- annual inspection, maintenance and repair	Other ASP	NPO (proportionate share)
b	- life cycle replacement	Other ASP	CoV/Other ASP
С	- maintenance and replacement of sump pumps	Other ASP	CoV/Other ASP
3.1	Mechanical Systems exclusive to or within the QMUNITY Premises (excluding common systems/equipment)		
а	- preventive maintenance and repairs	NPO	NPO
b	- life cycle replacement	CoV	CoV
С	- installation, maintenance and replacement of additional equipment provided and installed by the occupant	NPO	NPO
d	elevator - maintenance and repair	NPO	NPO/ Other ASP
е	elevator – lifecycle replacement	CoV	CoV/Other ASP
3.2	Common Mechanical Systems (systems serving more than the Sub-subleased Premises )		

а	- annual inspection, maintenance and repair	Other ASP	NPO (proportionate share)
b	- life cycle replacement	Other ASP	CoV/Other ASP
4.1	Fire Protection & Suppression exclusive to the QMUNITY Premises		
а	- monthly inspection of fire extinguishers and smoke detectors within the Sub-subleased Premises	NPO	NPO
b	- annual inspection of fire extinguishers within premises	NPO	NPO
С	- repairs/recharging of fire extinguishers within premises	NPO	NPO
d	- annual inspection, maintenance and repairs of the fire alarm system	NPO	NPO
е	- life cycle replacement of the fire alarm system	CoV	CoV
f	- life cycle replacement of emergency / exit lighting	NPO	NPO
g	- annual inspection, maintenance and repair of fire sprinkler system	NPO	NPO
h	- life cycle replacement of fire sprinkler system	CoV	CoV
4.2	Common Fire Protection & Suppression (systems serving more than the QMUNITY Premises )		
а	- annual inspection, maintenance and repairs of the fire alarm system including interior emergency/exit lighting	Other ASP	NPO (proportionate share)
b	- life cycle replacement of fire alarm system	Other ASP	NPO (proportionate
С	- annual inspection, maintenance and repair of fire sprinkler system	Other ASP	NPO (proportionate
d	- life cycle replacement of fire sprinkler system	Other ASP	CoV/Other ASP
5.1	Security Systems dedicated to or within the QMUNITY Premises		
а	- system monitoring, inspection, maintenance and repair	NPO	NPO

<ul> <li>life cycle replacement</li> <li>repair, replacement, re-keying of all locks, fobs and access devices</li> </ul>	NPO NPO	NPO NPO
	NPO	NDO
		INFU
Common Security Systems (systems serving more than the QMUNITY Premises )		
- system monitoring, inspection, maintenance and repair	Other ASP	NPO (proportionate share)
- life cycle replacement	Other ASP	NPO (proportionate
Electrical Distribution Systems exclusive to or within the QMUNITY Premises (excluding common systems/equipment)		
<ul> <li>repairs and upgrades required by Code or initiated by the Sub-sublandlord</li> </ul>	CoV	CoV
<ul> <li>repairs and upgrades required by Code or initiated by the Sub-subtenant</li> </ul>	NPO	NPO
<ul> <li>inspection, maintenance and repair of wiring, breakers and electrical panels</li> </ul>	NPO	NPO
- life cycle replacement of wiring, breakers and panels	CoV	CoV
<ul> <li>repair or replacement of switches, receptacles, cover plates</li> </ul>	NPO	NPO
- extensions, increases, or enhancements to meet occupant's needs including ongoing maintenance	NPO	NPO
Common Electrical Distribution Systems (systems serving more than the QMUNITY Premises )		
- inspection, maintenance and repair of electrical distribution systems	Other ASP	NPO (proportionate share)
	repair  - life cycle replacement  Electrical Distribution Systems exclusive to or within the QMUNITY Premises (excluding common systems/equipment)  - repairs and upgrades required by Code or initiated by the Sub-sublandlord  - repairs and upgrades required by Code or initiated by the Sub-subtenant  - inspection, maintenance and repair of wiring, breakers and electrical panels  - life cycle replacement of wiring, breakers and panels  - repair or replacement of switches, receptacles, cover plates  - extensions, increases, or enhancements to meet occupant's needs including ongoing maintenance  Common Electrical Distribution Systems (systems serving more than the QMUNITY Premises )	repair  - life cycle replacement  Other ASP  Electrical Distribution Systems exclusive to or within the QMUNITY Premises (excluding common systems/equipment)  - repairs and upgrades required by Code or initiated by the Sub-sublandlord  - repairs and upgrades required by Code or initiated by the Sub-subtenant  - inspection, maintenance and repair of wiring, breakers and electrical panels  - life cycle replacement of wiring, breakers and panels  - repair or replacement of switches, receptacles, cover plates  - extensions, increases, or enhancements to meet occupant's needs including ongoing maintenance  Common Electrical Distribution Systems (systems serving more than the QMUNITY Premises)

b	- life cycle replacement of electrical distribution systems to the Sub-subleased Premises	Other ASP	CoV/Other ASP
С	- maintenance, repair and replacement of auxiliary power generating systems	Other ASP	NPO (proportionate share)
7.1	Lighting Systems within the QMUNITY Premises		
а	- bulb/tube replacement for interior lighting	NPO	NPO
b	- interior lighting ballast replacement	NPO	NPO
С	- life cycle replacement of lighting fixtures	NPO	NPO
d	- cleaning of interior lighting fixtures	NPO	NPO
е	- provision, maintenance, repair and replacement of lighting fixtures	NPO	NPO
f	- maintenance of exterior lighting	NPO	NPO
g	- life cycle replacement of exterior lighting	CoV/Other ASP	CoV/Other ASP
7.2	Common Lighting Systems (systems serving more than the QMUNITY Premises )		
а	- inspection, maintenance, repair, and cleaning	Other ASP	NPO (proportionate
b	- life cycle replacement	Other ASP	NPO (proportionate
8.1	Interior Windows (interior to the QMUNITY Premises)		
а	- breakage and routine repair	NPO	NPO
b	- cleaning	NPO	NPO
С	- life-cycle replacement	NPO	NPO
8.2	Exterior Windows of the QMUNITY Premises		
а	- breakage and routine repair	Other ASP	NPO (proportionate

			NEC
b	- cleaning (of exterior surfaces)	Other ASP	NPO (proportionate
С	- cleaning (of interior surfaces within the Subsubleased Premises, excluding common area windows)	NPO	NPO
d	- life cycle replacement	Other ASP	NPO (proportionate share)
8.3	Interior Doors (interior to the QMUNITY Premises )		
а	- maintenance and repair	NPO	NPO
b	- life cycle replacement	NPO	NPO
8.4	Exterior Doors of the QMUNITY Premises		
а	- maintenance and repair including hardware	Other ASP	NPO
b	- life cycle replacement	Other ASP	Other ASP/ CoV
8.5	Common Area Exterior Doors		
а	- maintenance and repair including hardware	Other ASP	NPO (proportionate share)
b	- life cycle replacement	Other ASP	Other ASP/ CoV
9.1	Interior Surfaces within the QMUNITY Premises		
а	- interior life cycle repainting	NPO	NPO
b	- maintenance and cleaning of window applications including, but not limited to blinds and curtains	NPO	NPO
С	- repairs to interior walls and ceilings, including minor painting	NPO	NPO
d	- life cycle replacement of ceiling tiles	NPO	NPO
е	- interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks not caused by the occupant or operations	NPO	NPO

		I .	1
g	<ul> <li>maintenance and repairs of floor coverings, including carpet and tile</li> </ul>	NPO	NPO
h	- life cycle replacement of flooring	NPO	NPO
i	- maintenance, repair, and replacement of millwork	NPO NPO	
9.2	Interior Surfaces within Common Areas		
J.2	micror curious within common Areas		NDO
а	- all maintenance and repairs	Other ASP	NPO (proportionate share)
b	- all capital maintenance or replacements	Other ASP	NPO (proportionate share)
10.1	Major Structural Systems		
а	<ul> <li>repairs or replacements of foundations, flooring sub- structure, building envelope including bearing walls and roofing, and parking lots due to damage not related to the tenancy</li> </ul>	Other ASP	Other ASP/ CoV
b	- repairs, maintenance and replacement of roof	Other ASP	Other ASP/ CoV
С	- repairs and painting of exterior surfaces including windows, trim, fascia and soffits	Other ASP	NPO (proportionate share)
d	- cleaning of eaves troughs, gutters, roof drains and roof areas	Other ASP	NPO (proportionate share)
е	- life cycle replacement of drains, rainwater leaders and gutters on roof and elsewhere	Other ASP	Other ASP/ CoV
11.1	Site Services		
а	- landscaping repairs and maintenance	Other ASP	NPO (proportionate
b	- grass cutting	Other ASP	NPO (proportionate
С	- general cleaning of grounds, litter disposal	Other ASP	NPO (proportionate
d	- snow and ice removal from steps, walkways, entrances including provision of de-icing materials	Other ASP	NPO (proportionate share)

е	- removal of snow from entrance to parking areas	Other ASP	NPO (proportionate share)
f	- removal of snow and ice from roof areas	Other ASP	NPO (proportionate share)
g	- repairs of water and sewage systems (beyond the building perimeter)	Other ASP	CoV
h	- maintenance, repair and replacement of gates and fences (excluding tenant specific gates and fences)	Other ASP	NPO (proportionate share)
i	- maintenance and repair of parking, loading areas, external walkways and steps	Other ASP	NPO (proportionate share)
j	- graffiti removal	Other ASP	NPO (proportionate share)
12.1	Signage exterior to the QMUNITY Premises		
а	- maintenance, repair and replacement (subject to prior approval of CoV and Other ASP)	NPO	NPO
12.2	Interior Signage within the QMUNITY Premises		
а	- installation, maintenance, repair and replacement	NPO	NPO
13.1	Janitorial Services within the QMUNITY Premises		
а	- routine janitorial/custodial services	NPO	NPO
b	- pest control services (interior)	NPO	NPO
С	- provision of all washroom supplies	NPO	NPO
13.2	Janitorial Services within the common areas		
а	- routine janitorial/custodial services	Other ASP	NPO (proportionate share)
b	- pest control services	Other ASP	NPO (proportionate
			NPO
С	- garbage and recycling removal services	NPO	(proportionate

14.1	Appliances, Program and Other Non-Installed Equipment within the QMUNITY Premises		
а	- inspection, maintenance and repair of all non- building equipment including stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting	NPO	NPO
b	- replacement of all appliances, program and non- installed equipment	NPO NPO	
С	- maintenance, repair and replacement of furniture	NPO	NPO
15.1	Renovations and Upgrades to the QMUNITY Premises (following completion of initial tenant improvements)		
а	- any upgrades, additions, enhancements or improvements initiated by the Sub-subtenant (subject to prior approval by CoV), including Contaminants remediation as required	NPO	NPO
b	- any upgrades, additions, enhancements or improvements initiated by the Sub-sublandlord (subject to prior approval by CoV), including Contaminants remediation as required	CoV	CoV
16.1	Utilities provided to, directly serving or separately metered for the QMUNITY Premises		
а	- electricity	NPO	NPO
b	- gas	NPO	NPO
16.2	Common Area Utilities		
а	- electricity	Other ASP	NPO (proportionate
b	- gas	Other ASP	NPO (proportionate
С	- water and sewer	Other ASP	NPO (proportionate
d	- all other municipal utility charges which appear on the property tax notice	Other ASP	NPO (proportionate share)

17.1	Business Operations		
а	- staff costs	NPO	NPO
b	- telephone, internet & cable services	NPO	NPO
С	- insurance (building shell)	Other ASP	CoV
d	- insurance (CGL, TLL, business interruption, contents, etc.)	NPO	NPO
е	- supplies and equipment, including for bathroom and kitchen	NPO	NPO
f	- security patrol services if applicable	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, but except in the case of emergency, 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

## 215 W 1<sup>st</sup> Avenue and 1850 Spyglass Place: Extended Term of Licence Agreement with Sole Food Street Farms (Recommendation U)

As part of Spaces to Thrive implementation and in alignment with other City Plans and Strategies, this report seeks approval to extend the term of the licence for portions of Cityowned property at 215 West 1st Avenue and 1850 Spyglass Place (collectively, the "West 1st Property") to Cultivate Canada Society, dba Sole Food Street Farms ("Sole Food") for urban farm use. Sole Food provides residents who have limited resources with paid training and employment to grow fruits and vegetables for distribution to markets, restaurants, and non-profit organizations and promote healthy and green development in Vancouver.

#### STRATEGIC ANALYSIS

Sole Food was established in 2009 and has operated the largest and most productive urban farm in Vancouver on the West 1<sup>st</sup> Property since 2017. Their current licence agreement for a portion of this Property Endowment Fund property, at nominal rate of \$10/term, expires on October 31<sup>st</sup>, 2023.

Sole Food's mission is to empower individuals with limited resources and barriers to traditional employment by providing jobs, agricultural training, and inclusion in a supportive community. Through their social enterprise model and a unique growing technique using movable raised garden beds, since 2009 Sole Food has provided 233 supported and low barrier jobs and produced over 300,000 lbs of healthy, fresh fruits and vegetables. In 2021, it was calculated that \$4.48 of social impact is created for every \$1.00 paid to staff in Sole Food's low-barrier positions. The proposed extension of the term for the nominal rate licence agreement leverages approximately \$300,000 annually in grants and foundation funding for Sole Food.

The farm operation at the West 1<sup>st</sup> Property includes raised garden beds, three greenhouses, an urban orchard, organics management, a temporary office, and produce processing and storage infrastructure. Sole Food regularly collaborates with adjacent Hummingbird Place temporary modular housing (operated by PHS Community Services Society) to provide access to community engagement and employment opportunities for residents of the building. In addition, Sole Food provides educational tours to the public, school groups, visiting government officials and others interested in the value of urban agriculture and social enterprise.

As an urban farm whose operational plans are linked to the annual growing season, early confirmation of a licence extension to 2025 will provide Sole Food with necessary operational certainty to enable near-term planning. If the recommendation is approved, the expiry date of the existing Sole Food licence will be amended accordingly, and Sole Food would continue to temporarily activate the West 1st Property until the initiation of anticipated development of the Property as set out in the Southeast False Creek Official Development Plan (SEFC-ODP). The recommended extension aligns with SEFC-ODP policy to allow for interim uses that do not require permanent structures and which will not hinder future site development.

A decision not to extend the licence agreement with Sole Food would jeopardize this urban farm's longevity. As the largest and one of the most well established urban farms in Vancouver, if Sole Food were to close its operations, Vancouver would lose an estimated 30% of its farmed land and significant community economic development and social benefits would be lost.

#### **FINANCIAL**

The rent under the Licence for the West 1<sup>st</sup> Property is proposed to be at a nominal rate, which constitutes a grant valued at approximately \$475,000 per annum, or \$950,000 for the 2-year term of the licence extension(forgone Revenue to PEF).

Sole Food's farm area exceeds the maximum permitted by the Urban Farm Guidelines, but is enabled via a relaxation granted by the Director of Planning as permitted by section 11.37.1 of the Zoning and Development Bylaw. The size relaxation is granted because the West 1<sup>st</sup> Property is City owned and therefore will not result in any taxation impact.

#### LEGAL

Legal Services will be instructed to prepare the necessary amendment to the Licence based on the terms identified in this report, and on such other licence terms and conditions as are satisfactory to the Director of Legal Services.

#### **ENVIRONMENTAL**

Sole Food will continue growing in raised garden boxes in order to avoid any contamination concerns that could arise by disturbing the ground cover. No negative impact to the West 1<sup>st</sup> Property is anticipated.

# **Sole Food Farm Licence Area at the West 1<sup>st</sup> Property**Total Area: approximately 0.88 hectares (95,000 ft² or 2.2 acres)



## 350 West Georgia Street (Central Branch of VPL) – Licence Agreement with Indian Residential School Survivors Society (IRSSS) (Recommendation V)

The Indian Residential School Survivors Society, a well-established charitable organization with a mandate to "assist First Nation Peoples across British Columbia to recognize and be holistically empowered by the primary and generational effect of the Residential Schools through research, education, awareness, partnerships, and advocating for justice and healing." IRSSS provides essential services to Residential School Survivors, their families, and those dealing with Intergenerational traumas. These services include counselling, court support, information, referrals, workshops, and more. The IRSSS currently programs the Saa'ust Centre where it offers healing and wellness supports.

The IRSSS is in urgent need of office space for their administrative functions since receiving notice that their lease will be ending imminently. The Central Branch of the Vancouver Public Library has identified space on the 8<sup>th</sup> floor that will be available to support non-profit use for a period of three years. The Vancouver Public Library Board has approved the use of this portion of the 8<sup>th</sup> floor space for non-library purposes. A Licence will provide for 1,690 square feet of rentable area, including exclusive use of office space along with shared access to staff washrooms and a kitchenette (see plan below showing outline of IRSSS Licence Area).

VPL and IRSS have agreed to the following licence terms:

- 3 year term with a tentative commencement date of September 1, 2022
- 1,690 sq ft total rentable area (1,488 sq ft exclusive use office; 202 sq ft shared washrooms (148 sq ft) & kitchenette (54 sq ft))
- Nominal base rent of \$10.00 for the term
- Licence Fee of \$5/sq ft/annum (\$8,450) plus GST, for a proportionate share of utilities/janitorial/security/routine maintenance costs
- Normal access limited to standard library operating hours
- VPL to provide workstations/desks and blinds
- IRSSS to supply computers and printers, phones, internet connection
- IRSSS to maintain insurance coverage as typically required under the City's standard form of licence agreement (Commercial General Liability; Tenant's Legal Liability; Contents; etc), in the amounts as prescribed by the City's Chief Risk Officer
- IRSSS is responsible for any costs associated with damage incurred to/within the Licence Area as a result of their occupation, activities and operations or that of any third party permitted within the Licence Area

A Licence for the vacant VPL space aligns with the City's Reconciliation and Equity Frameworks and will provide immediate support for IRSSS to continue to deliver critical programs and services.

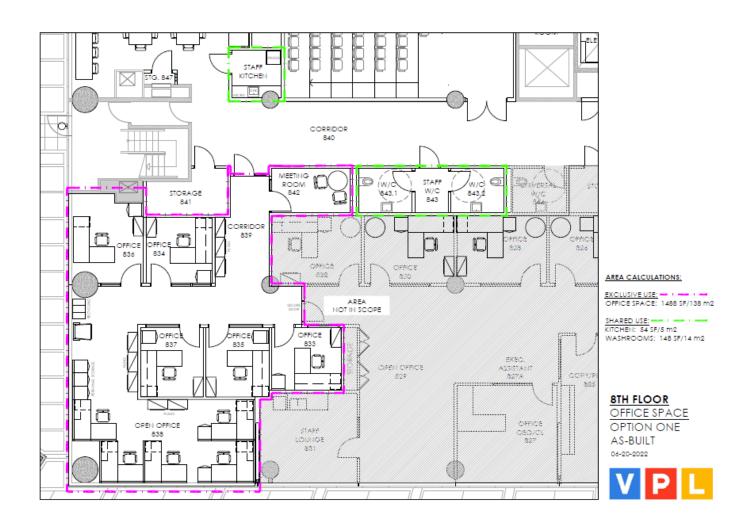
#### **Financial**

The base rent under the Licence for 350 West Georgia is proposed to be at a nominal rate of \$10.00 for the 3-year term, which constitutes a grant valued at approximately \$72,670 per annum, or \$218,010 for the term of the licence. A licence fee based on a per sq ft rate of \$5/sq ft/annum will cover a proportionate share of costs for utilities (hydro, water & sewer), janitorial, security and routine maintenance (annual fee \$8,450).

## Legal

Legal Services will be instructed to prepare a Licence based on the terms identified in this report, and on such other licence terms and conditions as are satisfactory to the Chief Librarian & CEO of Vancouver Public Library, the General Manager of Real Estate and Facilities Management and the Director of Legal Services. VPL will oversee the ongoing management of the IRSSS Licence Area.

## 350 W Georgia - Plan of Premises - L8



## Parq Casino Repayment Plan (Recommendation W)

## Background

The Parq Casino opened in 2015 under the Responsible Gaming agreement signed on May 25<sup>th</sup> of that year. The Agreement requires Parq to pay \$150,000 plus GST to St. Paul's Foundation on March 31 and September 30 each year for research related to addictions. Parq is also required to pay \$300,000 plus GST to the Social Responsibility Fund (SRF) on September 29 each year. SRF funds are directed to projects and programs in the DTES and surrounding area (e.g. inner city) including Mt Pleasant & Grandview Woodlands.

Due to COVID-19 public health orders, Parq Casino was ordered to close its doors in March 2020 until July 1st 2021, when it was able to reopen its casino portion after a 14 month closure. In light of the forced closure, Parq reached an agreement with the City to suspend payments to the Social Responsibility Fund (SRF) and St. Paul's Foundation, with the payments to be reinstated after Parq reopened and was operational for six consecutive months. This arrangement was agreed to by the City Manager at the time. As a result of this closure Parq has not made any payments to St Paul's Foundation since 2019, and only one partial payment of \$150k in 2021 to Social Responsibility Fund administered by the City of Vancouver.

This report is recommending a payment schedule for Parq to resume its regular annual and biannual payments, *and* to recover the total amount of the payments missed during the suspension period.

Table 7. (	Jutotondina	Daymonta to	C+ D	0.1110	Eaundation	and CDE
Table 7. C	วนเรเลทนเทน	Payments to	31. P	aui S	roundalion	ลแน งหา

Year	Unpaid St. Paul's * two payments per year	Unpaid Social Responsibility Fund
2020	\$300,000	\$300,000
2021	\$300,000	\$150,000
2022	\$300,000	\$300,000
Total	\$900,000	\$750,000

Table 8: Proposed Repayment Schedule - CoV Edgewater Social Responsibility Fund

C	City of Vancouver - Social Responsibility Fund		
Date	Regular Payment Schedule	Revised Payment Schedule	
September-2020	\$ 300,000		
September-2021*	\$ 300,000	\$ 150,000	
September-2022	\$ 300,000	\$ 200,000	
September-2023	\$ 300,000	\$ 400,000	
September-2024	\$ 300,000	\$ 750,000	

<sup>\* \$150,000</sup> paid in September 2021

Table 9: Proposed Repayment Schedule – St. Paul's Foundation

	St. Paul's Foundation	
Date	Regular Payment Schedule	Revised Payment Schedule
March-2020	\$ 150,000	
September-2020	\$150,000	
March-2021	\$150,000	
September-2021	\$150,000	
March-2022	\$150,000	\$ 75,000
September-2022	\$150,000	\$ 75,000
March-2023	\$150,000	\$243,750
September-2023	\$150,000	\$243,750
March-2024	\$150,000	\$243,750
September-2024	\$150,000	\$243,750
March-2025	\$150,000	\$243,750
September-2025	\$150,000	\$243,750
March-2026	\$150,000	\$243,750
September-2026	\$150,000	\$243,750
March-2027*	\$150,000	\$150,000
TOTAL	\$2,250,000	\$2,250,000

<sup>\*</sup>Regularly scheduled final payment.

#### COUNCIL AUTHORITY/PREVIOUS DECISIONS

**Spaces to Thrive - Vancouver Social Infrastructure Strategy**: On December 9, 2021, Council adopted the Spaces to Thrive, Vancouver's first strategic 10-year policy and partnership framework for City-owned and City-supported social infrastructure.

**Equity Framework**: On July 20, 2021, Council unanimously approved the Equity Framework that acknowledges the wide-spread and profound inequities in our society built on a history of white supremacy and colonialism. The Framework lays the foundation for departmental action planning and for culture change within the City of Vancouver as an organization and recognizes that engagement with equity is an ongoing and evolving process centered on four notions: Indigenous rights, racial justice, intersectionality, and systems approach to change.

Implementation of Recommendations from the National Inquiry Into Missing and Murdered Indigenous Women and Girls: On September 4, 2019, Council approved submission of a late resolution to the Union of BC Municipalities (UBCM) calling on all municipalities to bring the recommendations (Calls for Justice) from the National Inquiry into Missing and Murdered Indigenous Women and Girls back to their respective councils for review and consideration of endorsement.

Ending Sexual Harassment and Violence in Vancouver's Hospitality and Service Industries: On July 24, 2019, Council approved a motion directing staff to report to Council on recommendations and actions to ensure the safety of women working in the service and hospitality industry.

**School Food Motion**: On February 26, 2019, Council approved by a 2/3 vote a motion to provide a grant of an additional \$32,000 to Vancouver School Board (VSB) for school meal programs until June 2019, and to reinstate the grant of \$128,000 for Fall 2019 (September to December 2019). On March 12, 2019, Council approved a \$160,000 grant to VSB for school meal programs, for a total of \$320,000 for 2019.

**Expanding Access To Healthy Foods For School-Aged Children**: In December 2014, Council unanimously adopted a motion asking staff to identify \$400,000 in the operating budget to expand access to healthy foods for school-aged children. These funds enabled meal programs through the Vancouver School Board and through the Strathcona Community Centre Association between 2015 and 2018.

**City of Reconciliation**: On July 8, 2014 Council adopted the framework which has three foundational components that further strengthen our services and ongoing relationships with the Musqueam, Squamish and Tsleil-Waututh First Nations, and the urban Indigenous community: cultural competency, strengthening relations, and, effective decision-making. On January 19, 2016, Council approved the City's review of the Truth and Reconciliation "Calls to Action" report, which identified 27 of the 94 calls where the City has the jurisdiction and ability to implement action. City actions are aligned under 3 themes: Healthy Communities and Wellness; Achieving Indigenous Human Rights and Recognition; and Advancing Awareness, Knowledge, and Capacity.

**Healthy City Strategy**: On October 29, 2014, Council approved goals, targets and indicators of the Healthy City Strategy 2014-2025 Phase I. On July 8, 2015 Council approved the first four-year action plan for the Healthy City Strategy.

**Vancouver Food Strategy**: In January 2013, Council adopted the Vancouver Food Strategy with goals to: Improve access to healthy, affordable, and culturally diverse food for all residents; Advocate for a just and sustainable food system with partners and at all levels of government; and, Support food-friendly neighbourhoods.

Preventing Sexual Exploitation and Protecting Vulnerable Adults & Neighbourhoods Affected by Sex Work: A Comprehensive Approach and Action Plan: In September 2011 Council endorsed the framework and actions contained in the report, which include a call for adequate resources to assist individuals to exit sex work.

**Sustainable Food Systems Grants**: On April 7, 2009, Council approved the establishment of the Greenest City Neighbourhood grants. Council increased the funding in July 2013 and changed the name to Sustainable Food Systems Grants.

**Community Services (CS) Grants**: On March 7, 1978, Council established the Community Services Grants program. On October 9, 2003, Council approved revisions to the Community Services Grants program, including the creation of three funding streams - Neighbourhood Organization Grants; Direct Social Services Grants; and, Organizational Capacity Building Grants - which were combined in 2022 as Core Support Grants.

**Standing Authority:** 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 or licences where the total rental value is less than \$1,000,000 for terms (including renewal options) of no more than 10 years and where City standard documentation is not amended. However, this authority excludes any lease or licence of real property of any value or any term for "social purposes." In such situations, the lease or licence must be approved by Council. In addition, leases or licences that are provided at less than market rent are considered equivalent to a grant to the tenant or licensee and therefore require approval by eight affirmative votes of Council as per Section 206 (1) of the Vancouver Charter.

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

betwe " <b>Tena</b>	chedule forms part of the <b>Agreement</b> made as of 20_en the City of Vancouver (the " <b>Landlord</b> ") and (the "t"). A breach of the requirements of this Schedule will constitute a breach under Section the Agreement.	ne .
1.	Landlord's Requirements:	
	The Landlord requires that the Premises be used and occupied in accordance with following:	the
	(a) in a manner that is consistent with the City of Vancouver's policy objectives set out follows in Council Report RTS, (approved <date>20):</date>	
	Specifically, the following public benefits must be provided by the Tenant in Premises:	the

- (b) in a manner that is consistent with, and upholds the following principles to the satisfaction of the City of Vancouver's Managing Director of Social Policy and Projects:
  - i) Accessibility and Inclusion: the Tenant will demonstrate accommodation, welcomeness and openness to people of all ages, abilities, sexual orientations, gender identities (including trans\*, gender-variant and two-spirit people), ethnicities, cultural backgrounds, religions, languages, under-represented communities and socio-economic conditions in the Tenant's policies, practices and programs except in instances where the exclusion of some group is required for another group to be effectively targeted.
  - ii) <u>Financial Management</u>: the Tenant will demonstrate sound financial planning and management practices to sustain current and longer-term programing and operation of the Premises.
  - <u>Leadership</u>: the Tenant will have sound management in place and an engaged board of directors, with the appropriate representation of communities served and the skills and expertise to support the Tenant's use, Mission, Vision and Mandate. The board of directors must function in a governance role, be active in setting direction, policy and long-term planning, and fulfill their legal and fiduciary responsibilities.

iv) Alignment with the City of Vancouver's Mission and Values: the Tenant's use of the Premises must align with the City of Vancouver's Mission and Values, as set out below:

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

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

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

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

(c)	only for the purpose set out in Section of the Agreement and specifically:
`	bllectively, the "Landlord's Requirements").
	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, continue to be a non-profit, public-service organization, and the Tenant's use of the Premise continues to be a Permitted Use that meets the Landlord's Requirements.
(c)	<u>Covenants</u> : throughout the Term of the Agreement, the Tenant covenants that it we consistently, actively and rigorously implement, promote, advance and fulfil th Landlord's Requirements and its Mission, Vision and Mandate through its use of the Premises.
	The Tenant will fulfill its Mission in the following way(s):
	The Tenant will fulfill its Vision in the following ways(s):
	The Tenant will fulfill its Mandate in the following way(s):

## 3. Reporting and Monitoring

The Tenant will report to the Landlord about its use and operation of the Premises on an annual basis, by no later than December 31<sup>st</sup>, or as frequently as may otherwise be reasonably required by the Landlord. Reports must be made in a form and manner that

satisfy the Landlord's reporting requirements in effect from time to time. The Landlord will notify the Tenant in writing of any changes to its reporting requirements, and the Tenant will abide by such amended reporting requirements as though they were originally contained herein.

The Landlord's current reporting requirements are as follows:

#### ANNUAL REPORTING:

- (a) the name and contact information of the key persons for the Tenant at the Premises;
- (b) a current list of directors and officers of the Tenant including their terms, positions and affiliations;
- (c) financial statements of the Tenant, including at a minimum a statement of income and expenses for the Premises, for the most recently available fiscal year independently prepared at the Tenant's expense by an accounting professional (review engagement or audit) OR financial statements, including at a minimum a statement of income and expenses for the Premises, endorsed by two signing officers of the Board of Directors, if independently prepared or audited statements are not available;
- (d) a proposed annual budget for the Premises with an estimate of all revenues and expenditures as well as a maintenance reserve sufficient to meet the Tenant's obligations under the Agreement, in a form acceptable to the Landlord, which must have first been approved by the directors of the Tenant;
- (e) a summary of activities for the past fiscal year demonstrating how the Tenant has implemented its Mission, Vision and Mandate through its use of the Premises and complied with the Landlord's Requirements;
- (f) a summary of activities at the Premises for the past fiscal year demonstrating how the Tenant has complied with the Maintenance Plan and Service Level Agreement requirements;
- (g) a summary of activities at the Premises planned for the coming fiscal year;
- (h) a summary (including users, dates, rental fees, and MOUs or other agreements if any) of third party and community uses at the Premises and rental rates charged.

## OTHER REPORTING:

The Tenant shall submit an annual maintenance plan as outlined in the Agreement in Section \_\_\_\_\_ and in the Service Level Agreement.

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

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

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

#### 4. AMENDMENTS

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