



COUNCIL REPORT

Report Date: January 17, 2023
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Meeting Date: February 14, 2023
[Submit comments to Council](#)

TO: Vancouver City Council

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

SUBJECT: Appointment of Childcare Operators, Lease Approvals, Childcare Grant Approvals, and Approval of Funding for Maintenance of Licensed Childcare Centres at West Fraser Lands, Henry Hudson Elementary School, and Marpole Community Centre

Recommendations

- A. THAT Council appoint the following non-profit organizations to be the operators for new licensed group childcare centres:
- a. Association of Neighbourhood Houses of British Columbia (“ANHBC”) to be the non-profit operator at West Fraser Lands, the new standalone building for licensed group childcare at 3010 East Kent Avenue South, legally described as *PID 023-668-296, Lot 7, District Lots 330, 2100 and 6320 Group 1 New Westminster District Plan LMP31809*;
 - b. ANHBC to be the non-profit operator of the new licensed group childcare centre that will be co-located with the seismically replaced Henry Hudson Elementary School at 1530 Maple Street, legally described as *PID 007-681-909, Block 196 District Lot 526 Plan 15249*, subject to the City and The Board of Education of School District No. 39 (Vancouver) (“VBE”) finalizing the long-term lease of the childcare facility;
 - c. Vancouver Society of Children’s Centres (“VSOCC”) to be the non-profit operator of the new licensed group childcare facility to be co-located with the new Marpole Community Centre, at 7780 Oak St, legally described as *PID 011-683-562, Block 1002 District Lot 526 Plan 4251*.
- B. THAT Council authorize the Director of Real Estate Services to negotiate and execute the following lease agreements for the new licensed childcare centres with the non-profit operators recommended in Recommendation A:
- a. Lease with ANHBC as the tenant and childcare operator at West Fraser Lands;

- b. Sublease with ANHBC as the subtenant and childcare operator at Henry Hudson Elementary School.

FURTHER THAT Council concur with the Vancouver Board of Parks and Recreation (“the Park Board”) negotiating and executing a Lease with VSOCC as the tenant and childcare operator at Marpole Community Centre; provided that if the Park Board requests and the City agrees, Council authorizes the Director of Real Estate Services to negotiate and execute such Lease on behalf of the Park Board.

On the following basic terms, and upon such other terms and conditions satisfactory to the Director of Real Estate Services, the Director of Legal Services, the Managing Director of Social Policy and Projects, and, in respect of the Marpole Community Centre, the Park Board’s General Manager:

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

Each renewal option is conditional upon the City being satisfied that the operator has the capacity to operate, maintain and program the respective licensed childcare centres in accordance with the lease terms and the Public Service Requirements (Appendix E) for the duration of the renewal term contemplated.

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

Form of Lease: The lease with ANHBC as the tenant and childcare operator for West Fraser Lands is to be based on the City’s form of Precedent Childcare Lease (General) which includes a Service Level Agreement (Appendix B) pursuant to which the City sets out its level of support for the maintenance of all major building systems.

The sublease with ANHBC as the subtenant and childcare operator for Henry Hudson Elementary is to be based on the City’s form of Precedent Childcare Sublease (VBE Lands) which includes a Service Level Agreement (Appendix C) pursuant to which the City sets out its level of support for the maintenance of all major building systems.

The lease to VSOCC as the tenant and childcare operator at the new Marpole Community Centre will be determined by the Park Board since the lands are within the jurisdiction of the Park Board, having been designated as permanent public park in accordance with the provisions of the *Vancouver Charter*. The Park Board may elect to base the lease on the City’s form of Precedent Childcare Lease (VSOCC), which includes a Service Level Agreement (Appendix D) pursuant to which the Park Board sets out its level of support for the maintenance of all major building systems.

For all sites, the rent under the leases / sublease will be below the applicable market rate and will include payment of rent in lieu of property taxes. Therefore,

Recommendation B constitutes grants valued at the estimated amounts listed below, based on the first year of the term for each facility:

- a. Lease with ANHBC for the childcare facility at West Fraser Lands constitutes a grant valued at approximately \$233,000 per annum;
 - b. Sublease with ANHBC for the childcare facility at Henry Hudson Elementary School constitutes a grant valued at approximately \$361,000 per annum;
 - c. Lease with VSOCC for the childcare facility at Marpole Community Centre constitutes a grant valued at approximately \$284,000 per annum.
- C. THAT Council approve the following one-time grants for operational start-up costs for the new licensed childcare facilities, to be disbursed over two years:
- a. Up to \$138,000 to ANHBC for the childcare facility at West Fraser Lands;
 - b. Up to \$138,000 to ANHBC for the childcare facility at Henry Hudson Elementary;
 - c. Up to \$148,000 to VSOCC for the childcare facility at Marpole Community Centre;

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

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

- D. THAT Council approve the following annual allocations for maintenance of the childcare facilities for the duration of the recommended lease terms (5 years with two 5 year options to renew):
- a. Up to \$51,318 annually for the childcare facility at West Fraser Lands;
 - b. Up to \$67,812 annually for the childcare facility at Henry Hudson Elementary;
 - c. Up to \$56,922 annually for the childcare facility at Marpole Community Centre;

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

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

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

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

Purpose and Executive Summary

This report recommends the following non-profit organizations to be the operators of new licensed group childcare facilities:

- ANHBC to operate a centre with 69 spaces for 0-4 year olds at West Fraser Lands;
- ANHBC to operate a centre with 69 spaces for 0-4 year olds and 30 spaces for 5-12 year olds at Henry Hudson Elementary;
- VSOCC to operate a centre with 74 spaces for 0-4 year olds at Marpole Community Centre.

Council authority is required for the City to enter into nominal leases for each new licensed childcare facility. The approval of these leases constitute grants, as the rents charged are below applicable market rates and include payment of rent in lieu of property taxes. The total aggregate market rental value for the three facilities, which constitutes a grant, totals \$878,000 per annum.

This report also seeks Council approval to allocate grants up to \$424,000 in total to assist the recommended operators with the opening and start-up operating costs of the new centres.

Finally, to support the maintenance of the facilities, this report recommends a total annual budget allocation of \$176,052 for the three facilities.

Council Authority/Previous Decisions

In June 2022, Council approved [Making Strides: Vancouver's Childcare Strategy \(RTS 14540\)](#). This strategy provides a platform that aligns policy, investment and other City tools to promote partnerships with the Province and other stakeholders and support the implementation of a senior government-led universal childcare system.

City Manager's Comments

The City Manager concurs with the foregoing recommendations.

Context and Background

The City, while recognizing that the mandate for childcare provision rests with senior governments, values the importance of affordable, accessible and quality childcare to the social and economic sustainability of Vancouver's families and neighbourhoods.

Currently, there is an estimated shortfall of more than 15,000 licensed childcare spaces for children ages 0-12 in Vancouver. While there remains a significant service gap, the City's impact to date has been substantial. The City has contributed to the development of 35% of all existing licensed childcare spaces for children aged 0-12 years, including 60% of all spaces for children under 3 years through developer contributions, cost levies and other tools, including childcare

capital grants to non-profits. In total, this effort has created over 5,000 licensed spaces in Vancouver. These spaces have offered quality and inclusive care at fees that fall generally below the citywide average, made possible through non-profit operation, the offer of stable tenure in facilities that are secured for childcare use over the long-term and, in most cases, affordable leases at nominal rates.

Discussion

There are a few large non-profit childcare providers in Vancouver that are currently prepared to quickly and effectively expand their services. There is also a continued need to support capacity building for Vancouver's non-profit childcare operators, as a whole. Supporting the capacity of non-profit childcare providers to grow, strengthen and deliver more quality childcare services will be key to implementing an expanded, universal childcare system. Additionally, there is increased need to consider how childcare operators in new city-owned or leased facilities can build connections with other local service providers, and work in collaboration to best serve the community in effective and efficient ways.

Operator Selection Process

As per the City's Procurement Policy, a Request for Expression of Interest ("RFEOI") process was conducted by the City's Arts, Culture and Community Services (ACCS) and Supply Chain Management departments in the fall of 2022 to select operators for new childcare facilities at West Fraser Lands, Henry Hudson Elementary School and at Marpole Community Centre. For Marpole Community Centre, the childcare facility co-located with the community centre will be under Park Board jurisdiction, however, as the Park Board does not have a process in place to select non-profit childcare operators, the City led the RFEOI process.

An evaluation team comprised of staff from Social Policy and Projects, Finance, Real Estate and Facilities Management, Risk Management and an external consultant with expertise on childcare programming and operations, reviewed all applications. The evaluation team recommended ANHBC to be appointed as the operator at West Fraser Lands and Henry Hudson Elementary School, and VSOCC to be appointed as the operator at Marpole Community Centre.

ANHBC as Operator for West Fraser Lands and Henry Hudson Elementary School

ANHBC is the organizing body for seven Neighbourhood Houses in Vancouver.¹ ANHBC holds community relationships in underserved areas and is uniquely positioned to connect childcare to neighbourhood-based social programs. A multi-service agency that is embedded in its local communities, its model is well-suited to provide support to families attending its childcare centres.

West Fraser Lands

West Fraser Lands located in the Killarney neighbourhood is a stand-alone facility for 69 spaces of licensed childcare (12 spaces for children under 18 months, 12 spaces for children 18 to 36

¹ The seven Neighbourhood Houses are: Cedar Cottage, Frog Hollow, Gordon, Kitsilano, Marpole, Mount Pleasant, and South Vancouver Neighbourhood Houses.

months, 25 spaces for 3-5 year olds, and 20 spaces for part-day preschool for 3-5 year olds). The flex space that is designed to accommodate 20 spaces for part-day preschool is also designed to be utilized as a multi-purpose room for other programming.

ANHBC put forward a strong proposal that demonstrated their deep understanding of the needs in the neighbourhood, including plans to collaborate with a local service provider to reinstate programs that had recently been lost due to redevelopment. The new childcare centre will allow ANHBC to expand its reach and depth in programming and enhance its ability to be one of the key organizations in the area. As well, collaborating with a local service provider to use the flex space for family-oriented programming will allow the two organizations to create synergies in comprehensively serving the wide range of families' needs in South Vancouver.

The project is currently under construction, and is anticipated to open in late 2023.

Henry Hudson Elementary School

The childcare facility at Henry Hudson Elementary School will be the sixth partnership project between the City of Vancouver and the VBE to include childcare for children younger than school age on school sites.² The rooftop childcare facility on Level 3 of the new seismic replacement building for Henry Hudson Elementary School will include 69 licensed childcare spaces (12 spaces for children under 18 months, 12 spaces for children 18 to 36 months and 45 spaces for 3-5 year olds), as well as a multi-purpose room designed for 30 spaces for licensed school age care and other learning and family-based programs.

On Level 1 of the new school, there are plans for an existing on-site childcare provider to continue operating their 20 space preschool and 87 space school age care program. A strong component of ANHBC's proposal was to partner with the existing service provider to jointly serve the school community in a coordinated manner. ANHBC also operates a childcare centre at Lord Nelson Elementary and Lord Tennyson Elementary Schools, and has been appointed to operate upcoming childcare centres under construction at David Lloyd George Elementary and Eric Hamber Secondary Schools. ANHBC will be able to draw on its growing experience of opening and operating rooftop childcare facilities co-located with VBE schools.

The school property and facilities are owned by the VBE. The City of Vancouver will hold a long-term lease for the new childcare facility, upon the same terms as leases for other co-located childcare facilities with VBE schools. Upon completion of the school building, the lease will be forwarded to the Ministry of Education for approval. Expected occupancy of Henry Hudson Elementary School is spring of 2025.

VSOCC as Operator for Marpole Community Centre

The new Marpole Community Centre will be located on the south end of Oak Park. The second level or rooftop childcare facility will have 74 licensed childcare spaces (12 spaces for children under 18 months, 12 spaces for children 18 to 36 months and 50 spaces for 3-5 year olds).

² Other projects are Lord Tennyson Elementary, Lord Nelson Elementary, Sir Sanford Fleming Elementary, David Lloyd George Elementary, and Eric Hamber Secondary Schools.

VSOCC is the largest single-purpose organization providing licensed, non-profit childcare and related family programs in Vancouver. It is well-established as one of the lead childcare operators in the city, and has extensive experience opening new centres. VSOCC has experience operating in settings where childcare is co-located with other users such as in commercial office buildings, in strata residential buildings, and at VBE schools, and has the ability to establish collaborative working relationships with other representatives involved in the management of a building. With its wealth of experiences, it is well-positioned to take on a new childcare facility co-located with a community centre.

The lease for the childcare facility at Marpole Community Centre will be determined by the Park Board as discussed under Recommendation B. Expected occupancy of the new Marpole Community Centre is late 2025.

Financial Implications

For these childcare centres the proposed basic rent for each lease and sublease, to be set at a nominal rate of \$10.00 for each 5 year term or renewal term, includes payment of rent in lieu of property taxes, is considered a grant and requires an affirmative vote of 2/3 of all Council members. These grants are valued at the estimated annual amounts listed below, based on the first year of the term for each facility:

- West Fraser Lands: \$233,000/annum;
- Henry Hudson: \$361,000/annum; and
- Marpole Community Centre: \$284,000/annum;

It is also recommended that each centre receive a one-time grant of up to \$2,000 per full day space for 0-5 year olds which, if approved, will be provided for the first 24 months of operation of each facility to support the following costs:

- Project liaison during the construction and finishing, furnishing, equipping and licensing of the child care facility;
- Any reduction in revenue due to gradual enrolment;
- Development of policies and practice guidelines;
- Program development, staff hiring and orientation

Source of funds: Funding for the start-up grants will be considered as part of the annual budget process and is factored into the ACCS Childcare Grants Budget.

Childcare Centre & Spaces (0-5 years)	Number of	Expected Completion	Total one-time start-up grant amount
West Fraser Lands: 69 spaces		Fall 2023	Up to \$138,000
Henry Hudson: 69 spaces		Spring 2025	Up to \$138,000
Marpole Community Centre: 74 spaces		Fall 2025	Up to \$148,000

Finally, the following estimated annual allocations for maintenance will be required for the duration of the recommended lease terms.

- West Fraser Lands: \$51,318/annum;
- Henry Hudson: \$67,812/annum; and
- Marpole Community Centre: \$56,922/annum.

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

Legal Implications

Legal Services will be called upon to finalize the leases and sublease for these childcare facilities, based on the City's Precedent Childcare Lease (General) for West Fraser Lands, and the City's Precedent Childcare Sublease (VBE Lands) for Henry Hudson Elementary School. The lease for Marpole Community Centre will be determined by the Park Board, and the Park Board may elect to base the lease on the City's Precedent Childcare Lease (VSOCC).

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APPENDIX A

PREVIOUS COUNCIL DECISIONS RELATING TO THE THREE CHILDCARE FACILITIES

In November 2022, Council approved the Quarterly Capital Budget Adjustment, including an increase to the West Fraser Lands childcare project's budget by \$1.9M, bringing the project's total budget to \$15.9M.

In June 2022, Council approved the Quarterly Capital Budget Adjustment, including an increase to the project budget for Marpole Community Centre Childcare by \$13.94M, bringing the project's total budget to \$14.9M.

In December 2021, Council approved the City's 2022 Capital Budget, which included an allocation of \$11.5M for the construction of West Fraser Lands.

On May 26, 2020, Council authorized the increase in project scope and funding request for an additional \$1.2M to develop a multi-purpose room for 30 new school-age care spaces in the Henry Hudson Elementary School seismic replacement project. This multi-purpose room will be located on the 3rd floor (rooftop level) along with the 69-space childcare facility that was approved in 2019.

In December 2019, Council approved the City's 2020 Capital Budget, which included approval of \$2.5M for the design and consulting for West Fraser Lands childcare, and an additional \$810,000 for Marpole Community Centre childcare.

On July 23, 2019, Council authorized the City to enter into a lease and development management agreement for the Henry Hudson Elementary School childcare centre and related space with the VBE. Approval was also given for a multi-year project budget of \$11.5M for the 69-space childcare centre at the school.

In December of 2018, Council approved the City's 2019 Capital and Operating Budget, which included approval of \$150,000 for the planning of Marpole Community Centre's childcare facility.

On May 31, 2016, Council approved amendments to the East Fraser Lands Official Development Plan (EFL ODP), which included providing flexibility in finding an alternative location for the delivery of a 69-space childcare centre.

On April 2, 2014, Council approved the Marpole Community Plan, which included plans for renewal of the Marpole Community Centre.

On December 14, 2010, Council approved the East Fraser Lands Public Amenity Financial Plan and Strategy, which outlined how the City would deliver the public amenity package as defined in the EFL ODP.

In 2006 Council adopted the EFL ODP, which included a public amenity strategy. With regards to childcare, the public amenity strategy proposed the delivery of 256 childcare spaces for 0-5 year olds and 250 childcare spaces for school-aged children.

**APPENDIX B
SERVICE LEVEL AGREEMENT FOR WEST FRASER LANDS**

SERVICE LEVEL AGREEMENT

West Fraser Lands Childcare Centre

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

City of Vancouver	CoV
NPO Operator	NPO

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

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

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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
a	- annual inspection/permits & fees, maintenance and repair	CoV	CoV
b	- life cycle replacement	CoV	CoV
2.1	Plumbing Systems exclusive to or within the Childcare (excluding common systems/equipment)		
a	-preventive maintenance and repairs to hot water heating systems and domestic cold water systems	CoV	CoV
b	- major repairs and replacement of hot water heating systems and domestic cold water systems	CoV	CoV
c	- repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	CoV	NPO
d	- life cycle replacement of hot water systems, fixtures, (including all sinks and toilets) and piping	CoV	CoV
e	- repair, maintenance and life cycle replacement of exterior drainage and rain water leader	CoV	CoV
2.2	Common Plumbing Systems (systems serving more than the Childcare)		
a	- annual inspection/permits & fees, maintenance and repair	CoV	CoV
b	- life cycle replacement	CoV	CoV
c	-maintenance and replacement of sump pumps	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
3.1	Mechanical Systems exclusive to or within the Childcare		
a	- preventive maintenance and repairs	CoV	CoV
b	- life cycle replacement	CoV	CoV
c	- installation, maintenance and replacement of additional equipment provided and installed by the occupant	NPO	NPO
3.2	Common Mechanical Systems (systems serving more than the Childcare, including shared elevators)		
a	- annual inspection/permits & fees, maintenance and repair	CoV	CoV
b	- life cycle replacement	CoV	CoV
4.1	Fire Protection & Suppression exclusive to the Childcare		
a	- <u>Fire extinguishers</u> : monthly inspection;	NPO	NPO
b	- <u>Fire extinguishers</u> : annual inspection; repairs, recharging, and life-cycle replacement	CoV	CoV
c	- <u>Smoke detectors</u> : monthly inspection	NPO	NPO
d	- <u>Smoke detectors</u> : annual inspection; repairs and/or life-cycle replacement	CoV	CoV
e	- <u>Fire alarm system</u> : monthly and annual inspection (including inspection and maintenance of interior emergency/exit lighting); maintenance, repairs and life-cycle replacement	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
f	- <u>Fire sprinkler system</u> : annual inspection (or more frequently as required); maintenance, repairs and life-cycle replacement	CoV	CoV
4.2	Common Fire Protection & Suppression (systems serving more than the Childcare)		
a	- annual inspection/permits & fees, maintenance and repairs of the fire alarm system	CoV	CoV
b	- life cycle replacement of fire alarm system	CoV	CoV
c	- annual inspection, maintenance and repair of fire sprinkler system	CoV	CoV
d	- life cycle replacement of fire sprinkler system	CoV	CoV
5.1	Security Systems dedicated to or within the Childcare		
a	- system monitoring, inspection, maintenance and repair	NPO	NPO
b	- life cycle replacement	NPO	NPO
c	- repair, replacement, re-keying of all locks	NPO	NPO
d	-programming, provision, and replacement of fobs, keys and other similar access devices for secure areas within the Premises	CoV	NPO
5.2	Common Security Systems (systems serving more than the Childcare)		
a	- system monitoring, inspection/permits & fees, maintenance and repair	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
b	- life cycle replacement	CoV	CoV
c	- maintenance, repair and replacement of the CCTV system	CoV	CoV
6.1	Electrical Distribution Systems exclusive to or within the Childcare (excluding common systems/equipment)		
a	- repairs and upgrades required by Code initiated by the Landlord	CoV	CoV
b	- repairs and upgrades required by Code initiated by the Tenant	NPO	NPO
c	- inspection, maintenance and repair of wiring, breakers and electrical panels	CoV	CoV
d	- life cycle replacement of wiring, breakers and panels	CoV	CoV
e	- repair or replacement of switches, receptacles, cover plates	CoV	NPO
f	- additions, enhancements to meet tenant's program needs, including ongoing maintenance	NPO	NPO
6.2	Common Electrical Distribution Systems (systems serving more than the Childcare)		
a	- inspection/permits & fees, maintenance and repair of electrical distribution systems to the Childcare	CoV	CoV
b	- life cycle replacement of electrical distribution systems to the Childcare	CoV	CoV
c	- maintenance, repair and replacement of auxiliary power generating systems	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
7.1	Lighting Systems within the Childcare		
a	- bulb/tube replacement for interior lighting	NPO	NPO
b	- interior and exterior lighting ballast replacement	CoV	CoV
c	- life cycle replacement of fixtures	CoV	CoV
d	- cleaning of interior light fixtures	NPO	NPO
e	- provision, maintenance, repair and replacement of portable lighting fixtures	NPO	NPO
f	- maintenance and repair of exterior lighting (fixed to the exterior shell of the leased premises)	CoV	CoV
g	- life cycle replacement of exterior lighting (fixed to the exterior shell of the leased premises)	CoV	CoV
7.2	Common Lighting Systems (systems serving more than the Childcare)		
a	- inspection, maintenance, repair, and cleaning	CoV	CoV
b	- life cycle replacement	CoV	CoV
8.1	Interior Windows within the Childcare		
a	- breakage and replacement of interior windows, not caused by the occupant or operations	CoV	CoV
b	- routine repairs, breakage and replacement of interior windows, caused by the occupant or operations	CoV	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
c	- cleaning of interior windows	NPO	NPO
d	- replacement due to normal wear and tear	CoV	CoV
8.2	Exterior Windows of the Childcare and Play Yard Canopy		
a	- breakage, routine repairs and replacement of exterior windows or canopy, not caused by the occupant or operations	CoV	CoV
b	- breakage, routine repairs and replacement of exterior windows or canopy, caused by the occupant or operations	CoV	NPO
c	- cleaning of interior surfaces of exterior windows	NPO	NPO
d	-cleaning of exterior surfaces of exterior windows and play yard canopy	CoV	NPO
e	- life cycle replacement of the exterior windows / play yard canopy	CoV	CoV
8.3	Common Area Windows		
a	- breakage and repair (not caused by occupants or operations)	CoV	CoV
b	- breakage and repair (caused by occupants or operations)	CoV	NPO
c	- cleaning (of exterior surfaces)	CoV	CoV
d	- cleaning (of interior surfaces)	CoV	CoV
e	- life cycle replacement	CoV	CoV

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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
e	- interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks not caused by the occupant or operations	CoV	CoV
f	- maintenance and repairs of floor coverings, including carpet and tile	NPO	NPO
g	- life cycle replacement of flooring coverings	CoV	CoV
h	- maintenance and repair of millwork	NPO	NPO
i	- life cycle replacement of millwork	CoV	CoV
9.2	Common Area Interior Surfaces		
a	- all maintenance and repairs	CoV	CoV
b	- all capital maintenance or replacements	CoV	CoV
10.1	Major Structural Systems included within the Childcare		
a	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing, due to damage not related to the tenancy	CoV	CoV
b	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing, due to damage related to the tenancy	CoV	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
c	- repairs and painting of exterior surfaces including windows, trim, fascia and soffits	CoV	CoV
d	- cleaning of eaves troughs, gutters and awning	CoV	CoV
e	- exterior life-cycle repainting	CoV	CoV
10.2	Major Structural Systems external to the Childcare		
a	- all repairs and replacements	CoV	CoV
11.1	Site Services within the Childcare		
a	- snow and ice removal from steps, walkways, entrances including the provision of de-icing materials	NPO	NPO
b	- snow and ice removal from roof areas, canopies and/or awnings (if applicable)	CoV	CoV
c	-snow and ice removal from entrance to parking areas/parking areas	NPO	NPO
d	-graffiti removal	CoV	CoV
11.2	Site Services outside of the Childcare		
a	- landscaping repairs and maintenance	CoV	NPO (Proportionate Share)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
b	- grass cutting	CoV	NPO (Proportionate Share)
c	- general cleaning of grounds, litter disposal	CoV	NPO (Proportionate Share)
d	- repairs of water and sewage systems (beyond the building perimeter), unless deemed to be caused by the Tenant	CoV	CoV
e	- maintenance, repair and replacement of gates and fences (excluding tenant specific gates and fences)	CoV	CoV
f	-graffiti removal	CoV	CoV
12.1	Interior Signage within the Childcare		
a	- maintenance, repair and replacement of interior signage	NPO	NPO
12.2	Exterior Childcare Signage (within the Childcare and/or outside the Childcare)		
a	- maintenance, repair, and replacement (subject to prior approval of the CoV)	NPO	NPO
12.3	Common Signage not related to the Childcare		

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
a	- maintenance, repair, and replacement	CoV	CoV
13.1	Play Area and Equipment		
a	- inspection, maintenance, and repair of playground equipment and structures	NPO	NPO
b	- life cycle replacement of play equipment and structures	NPO	NPO
c	- maintenance, repair and replacement of general outdoor surfaces, gates and fences	NPO	NPO
d	- maintenance, repair, replacement of sand and fibar materials	NPO	NPO
e	- maintenance of landscaping (plantings)	NPO	NPO
f	-maintenance, repair and replacement of perimeter fencing when damage is <i>not</i> caused by occupants or operations	CoV	CoV
g	-maintenance, repair and replacement of perimeter fencing when damage is caused by occupants or operations	CoV	NPO
h	- snow and ice removal	NPO	NPO
14.1	Janitorial Services within the Childcare		
a	- routine janitorial/custodial services	NPO	NPO
b	- pest control services (interior)	CoV	NPO
c	- pest control services (exterior)	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
d	- provision of all washroom supplies	NPO	NPO
e	- garbage and recycling removal services	NPO	NPO
14.2	Common Area Janitorial Services		
a	- routine janitorial/custodial services	N/A	N/A
b	- pest control services (exterior)	N/A	N/A
c	- provision of all washroom supplies	N/A	N/A
d	- garbage removal services	N/A	N/A
15.1	Appliances, Program and Other Non-Installed Equipment within the Childcare		
a	- inspection, maintenance and repair of all non-building equipment including stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting	NPO	NPO
b	- replacement of all appliances, program and non-installed equipment	NPO	NPO
c	- maintenance, repair and replacement of furniture	NPO	NPO
16.1	Renovations and Upgrades within the Childcare		

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
a	- any upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by Dev/Strata and CoV)	NPO	NPO
16.2	Parking Facility		
a	- non-structural repair and maintenance	CoV	NPO
17.1	Utilities serving the Childcare		
a	- electricity	NPO	NPO
b	- gas	NPO	NPO
c	- water and sewer	CoV	NPO
d	- Neighbourhood Energy Utility (NEU) used by the Premises	CoV	NPO
e	- all other municipal utility charges which appear on the property tax notice	CoV	NPO
18.1	Business Operations		
a	- staff costs	NPO	NPO
b	- telephone, internet & cable services	NPO	NPO
c	- insurance (CGL, business interruption, contents, etc.)	NPO	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
d	- supplies and equipment, including for bathroom and kitchen	NPO	NPO
e	- security services	NPO	NPO

Life Cycle Replacement

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

Damage

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

APPENDIX C
SERVICE LEVEL AGREEMENT FOR HENRY HUDSON ELEMENTARY SCHOOL

SERVICE LEVEL AGREEMENT

Henry Hudson Elementary School Childcare Centre

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

Head Landlord	VBE
City of Vancouver	CoV
NPO	NPO

Proportionate Share is represented as: P.S. (xx% Child care premises / xx% VBE)

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

The Society will be responsible for maintenance, repairs and operational costs of the childcare and ancillary rooms and areas within the Premises, including janitorial, utilities, pest control, and security services, and for the allocated portion of the common area costs associated with general maintenance of common areas throughout the Building, (as applicable). Services to be provided by the Landlord at the NPO’s cost or shared cost will be billed on a full cost recovery basis including any applicable overtime rates for service outside of regular staff times, Monday to Friday, 253 days per year, and all applicable benefits, allowances and premiums.

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

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

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

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
8.	Common Fire Protection & Suppression (systems serving more than the Premises)		
a	- annual inspection, maintenance and repairs of the fire alarm system	VBE	CoV P.S.
b	- life cycle replacement of fire alarm system	VBE	CoV P.S.
c	- annual inspection, maintenance and repair of fire sprinkler system	VBE	CoV P.S.
d	- life cycle replacement of fire sprinkler system	VBE	CoV P.S.
9.	Security Systems exclusive to or within the Premises (excluding items covered by no. 10 below)		
a	- system monitoring, inspection, maintenance and repair	NPO	NPO
b	- life cycle replacement	NPO	NPO
c	- repair, replacement, re-keying of all locks	NPO	NPO
d	- provision, and replacement of fobs, keys and other similar access devices for secure areas within the Premises	NPO	NPO
10.	Common Security Systems (systems serving more than the Premises)		
a	- system monitoring, inspection, maintenance and repair	VBE	NPO P.S.
b	- life cycle replacement	VBE	CoV P.S.
c	- provision, and replacement of fobs, keys and other similar access devices for secure common property	VBE	NPO P.S.
11.	Electrical Distribution Systems exclusive to or within the Premises (excluding items covered by no. 12 below)		

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
a	- repairs and upgrades required by Code	CoV	CoV
b	- inspection, maintenance and repair of wiring, breakers and electrical panels	CoV	CoV
c	- life cycle replacement of wiring, breakers and panels	CoV	CoV
d	- repair or replacement of cover plates for switches and receptacles	VBE	NPO
12.	Common Electrical Distribution Systems (systems serving more than the Premises)		
a	- inspection, maintenance and repair of electrical distribution systems to the Premises	VBE	CoV P.S.
b	- life cycle replacement of electrical distribution systems to the Premises	VBE	CoV P.S.
13.	Lighting Systems exclusive to or within the Premises (excluding items covered by no. 14 below)		
a	- bulb/tube replacement for interior and exterior lighting	VBE	NPO
b	- annual inspection and maintenance of interior emergency/exit lighting	CoV	CoV
c	- interior and exterior lighting ballast replacement	VBE	NPO
d	- life cycle replacement of fixtures	CoV	CoV
e	- cleaning of interior and exterior light fixtures	VBE	NPO
f	- provision, maintenance, repair and replacement of portable lighting fixtures such as desk lamps	NPO	NPO
14.	Common Lighting Systems (systems serving more than the Premises)		
a	- inspection, maintenance, repair, and cleaning	VBE	CoV P.S.

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
b	- life cycle replacement	VBE	CoV P.S.
15.	Interior and Exterior Windows of the Premises		
a	- breakage, routine repair and replacement of interior windows	NPO	NPO
b	- breakage, routine repairs and replacement of exterior windows caused by occupant/ operations	NPO	NPO
c	- cleaning of interior windows and interior surfaces of exterior windows	VBE	NPO
d	- cleaning of exterior windows within dedicated outdoor play area	VBE	NPO
e	- life cycle replacement of interior and exterior windows	CoV	CoV
16.	Common Area Windows		
a	- breakage and routine repair	VBE	NPO P.S.
b	- cleaning (of exterior surfaces)	VBE	NPO P.S.
c	- cleaning (of interior surfaces)	VBE	NPO P.S.
d	- life cycle replacement	VBE	CoV P.S.
17.	Interior and Exterior Doors of the Premises		
a	- maintenance and repair of interior doors	NPO	NPO
b	- life cycle replacement of interior doors	CoV	CoV
c	- maintenance and repair of exterior doors	COV	CoV

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
d	- life cycle replacement of exterior doors	CoV	CoV
18.	Common Area Doors		
a	- maintenance and repair	VBE	NPO P.S.
b	- life cycle replacement	VBE	CoV P.S.
19.	Interior Surfaces within the Premises		
a	- interior life cycle repainting	CoV	CoV
b	- maintenance and cleaning of window applications including, but not limited to blinds and curtains	NPO	NPO
c	- repairs to interior walls and ceilings, including minor painting	NPO	NPO
d	- life cycle replacement of ceiling tiles	CoV	CoV
e	- interior repairs due to building system failures such as roof leaks, exterior walls	CoV	CoV
f	- maintenance and repairs of floor coverings, including carpet and tile	NPO	NPO
g	- life cycle replacement of flooring	CoV	CoV
h	- maintenance and repair of millwork	NPO	NPO
i	- lifecycle replacement of millwork	CoV	CoV

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
20.	Common Area Interior Surfaces		
a	- all maintenance and repairs	VBE	NPO P.S.
b	- all capital maintenance or replacements	VBE	CoV P.S.
21.	Major Structural Systems included within the Premises		
a	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing and dedicated intensive green roof membrane, envelope and structure	VBE	CoV P.S.
b	- repairs and painting of exterior surfaces including windows, trim, fascia and soffits	VBE	NPO P.S.
c	- annual inspection, servicing, maintenance, repair and replacement of the dedicated intensive green roof, excluding the roof membrane, envelope and structure	CoV	CoV
d	- monitoring, maintenance and repair of the roof leak detection system	CoV	CoV
22.	Major Structural Systems external to the Premises related to the Premises		
a	- all repairs and replacements	VBE	CoV P.S.
23.	Exterior Site Services		
a	- landscaping repairs and maintenance (other than the green roof) applies to areas outside the Premises	VBE	VBE
b	- grass cutting on green roof	NPO	NPO
c	- general cleaning of grounds, litter disposal	VBE	NPO P.S.
d	- snow and ice removal from steps, walkways, entrances including the provision of de-icing materials	VBE	NPO P.S.

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
e	- removal of snow from parking areas on school days (on other days VBE to do at Tenant's request, at Tenant's sole expense)	VBE	NPO P.S.
f	- snow and ice removal from roof area walkways	VBE	NPO
g	- repairs of water and sewage systems (beyond the building perimeter)	VBE	CoV P.S.
h	- maintenance, repair and replacement of Tenant-specific gates and fences	NPO	NPO
i	- maintenance and repair of parking areas	VBE	NPO P.S
j	- graffiti removal from exterior of the Premises	NPO	NPO
24.	Signage exterior to the Premises		
a	- maintenance, repair, and replacement (subject to prior approval of the VBE)	NPO	NPO
25.	Interior Signage within the Premises		
a	- maintenance, repair and replacement of interior signage	NPO	NPO
26.	Play Area Structures and Equipment within the Premises		
a	- inspection, maintenance, and repair of playground equipment and structures	NPO	NPO
b	- lifecycle replacement of play equipment and structures	NPO	NPO
c	- maintenance, repair and replacement of general outdoor surfaces, gates and fences installed by the Tenant	NPO	NPO

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
d	- maintenance, repair, replacement of sand and fibar/engineered wood chips materials	NPO	NPO
27.	Custodial Services within the Premises		
a	- routine custodial services	VBE	NPO
b	- pest control services (interior)	NPO	NPO
c	- pest control services (exterior/playground)	VBE	NPO
d	- provision of all washroom supplies	VBE	NPO
e	- garbage and recycling	VBE	NPO
28.	Common Area Custodial Services		
a	- routine custodial services	VBE	NPO P.S.
b	- pest control services (exterior)	VBE	NPO P.S.
c	- garbage removal services	VBE	NPO P.S.
29.	Appliances, Program and Other Non-Installed Equipment within the Premises		
a	- inspection, maintenance and repair of all non-building equipment including without limitation all stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting	NPO	NPO
b	- replacement of all appliances, program and non-installed equipment	NPO	NPO
c	- maintenance, repair and replacement of furniture	NPO	NPO

Item	Description	Party to Perform Work	Party Responsible to Pay for Work
30.	Renovations and Upgrades within the Premises		
a	- any upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by VBE and CoV)	NPO	NPO
31.	Utilities		
a	- electricity used by the Premises	NPO	NPO
b	- gas used by the Premises	NPO	NPO
c	- water and sewer used by the Premises	NPO	NPO
d	- common area utilities	VBE	NPO P.S.
e	- reading of utilities meters within common area re utilities usage by Premises, if required	VBE	VBE
32.	Business Operations of the Tenant		
a	- telephone, internet & cable services	NPO	NPO
b	- insurance (CGL, business interruption, contents, tenant's legal liability, etc.)	NPO	NPO
c	- provision, maintenance and replacement of computer systems within the Premises	NPO	NPO
d	- supplies and equipment	NPO	NPO
e	- building insurance for the Premises	VBE	CoV

**APPENDIX D
SERVICE LEVEL AGREEMENT FOR MARPOLE COMMUNITY CENTRE**

SERVICE LEVEL AGREEMENT

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

City of Vancouver	CoV
NPO Operator	NPO

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

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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
1.1	Heating, Ventilation and Air Conditioning exclusive to or within the Childcare (excluding common equipment/systems)		
a	- annual inspection	CoV	CoV
b	- routine maintenance and repair	CoV	CoV
c	- provision & replacement of filter material	CoV	CoV
d	- cleaning of ducts	CoV	CoV
e	- life cycle replacement (Capital Maintenance)	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
1.2	Common Heating, Ventilation and Air Conditioning (systems serving more than the Childcare)		
a	- annual inspection/permits & fees, maintenance and repair	CoV	CoV
b	- life cycle replacement	CoV	CoV
2.1	Plumbing Systems exclusive to or within the Childcare (excluding common systems/equipment)		
a	- preventive maintenance and repairs to hot water heating systems and domestic cold water systems	CoV	CoV
b	- major repairs and replacement of hot water heating systems and domestic cold water systems	CoV	CoV
c	- repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	CoV	NPO
d	- life cycle replacement of hot water systems, fixtures, (including all sinks and toilets) and piping	CoV	CoV
e	- repair, maintenance and life cycle replacement of exterior drainage and rain water leader	CoV	CoV
2.2	Common Plumbing Systems (systems serving more than the Childcare)		
a	- annual inspection/permits & fees, maintenance and repair	CoV	CoV
b	- life cycle replacement	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
c	-maintenance and replacement of sump pumps	CoV	CoV
3.1	Mechanical Systems exclusive to or within the Childcare (including dedicated elevators)		
a	- preventive maintenance and repairs	CoV	CoV
b	- life cycle replacement	CoV	CoV
c	- installation, maintenance and replacement of additional equipment provided and installed by the occupant	NPO	NPO
3.2	Common Mechanical Systems (systems serving more than the Childcare, including shared elevators)		
a	- annual inspection/permits & fees, maintenance and repair	CoV	CoV
b	- life cycle replacement	CoV	CoV
4.1	Fire Protection & Suppression exclusive to the Childcare		
a	- <u>Fire extinguishers</u> : monthly inspection;	NPO	NPO
b	- <u>Fire extinguishers</u> : annual inspection; repairs, recharging, and life-cycle replacement	CoV	CoV
c	- <u>Smoke detectors</u> : monthly inspection	NPO	NPO
d	- <u>Smoke detectors</u> : annual inspection; repairs and/or life-cycle replacement	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
e	- <u>Fire alarm system</u> : monthly and annual inspection (including inspection and maintenance of interior emergency/exit lighting); maintenance, repairs and life-cycle replacement	CoV	CoV
f	- <u>Fire sprinkler system</u> : annual inspection (or more frequently as required); maintenance, repairs and life-cycle replacement	CoV	CoV
4.2	Common Fire Protection & Suppression (systems serving more than the Childcare)		
a	- annual inspection/permits & fees, maintenance and repairs of the fire alarm system	CoV	CoV
b	- life cycle replacement of fire alarm system	CoV	CoV
c	- annual inspection, maintenance and repair of fire sprinkler system	CoV	CoV
d	- life cycle replacement of fire sprinkler system	CoV	CoV
5.1	Security Systems dedicated to or within the Childcare		
a	- system monitoring, inspection, maintenance and repair	NPO	NPO
b	- life cycle replacement	NPO	NPO
c	- repair, replacement, re-keying of all locks	NPO	NPO
d	-programming, provision, and replacement of fobs, keys and other similar access devices for secure areas within the Premises	CoV	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
5.2	Common Security Systems (systems serving more than the Childcare)		
a	- system monitoring, inspection/permits & fees, maintenance and repair	CoV	CoV
b	- life cycle replacement	CoV	CoV
c	- maintenance, repair and replacement of the CCTV system	CoV	CoV
6.1	Electrical Distribution Systems exclusive to or within the Childcare (excluding common systems/equipment)		
a	- repairs and upgrades required by Code initiated by the Landlord	CoV	CoV
b	- repairs and upgrades required by Code initiated by the Tenant	NPO	NPO
c	- inspection, maintenance and repair of wiring, breakers and electrical panels	CoV	CoV
d	- life cycle replacement of wiring, breakers and panels	CoV	CoV
e	- repair or replacement of switches, receptacles, cover plates	CoV	NPO
f	- additions, enhancements to meet tenant's program needs, including ongoing maintenance	NPO	NPO
6.2	Common Electrical Distribution Systems (systems serving more than the Childcare)		
a	- inspection/permits & fees, maintenance and repair of electrical distribution systems to the Childcare	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
b	- life cycle replacement of electrical distribution systems to the Childcare	CoV	CoV
c	- maintenance, repair and replacement of auxiliary power generating systems	CoV	CoV
7.1	Lighting Systems within the Childcare		
a	- bulb/tube replacement for interior lighting	NPO	NPO
b	- interior and exterior lighting ballast replacement	CoV	CoV
c	- life cycle replacement of fixtures	CoV	CoV
d	- cleaning of interior light fixtures	NPO	NPO
e	- provision, maintenance, repair and replacement of portable lighting fixtures	NPO	NPO
f	- maintenance and repair of exterior lighting (fixed to the exterior shell of the leased premises)	CoV	CoV
g	- life cycle replacement of exterior lighting (fixed to the exterior shell of the leased premises)	CoV	CoV
7.2	Common Lighting Systems (systems serving more than the Childcare)		
a	- inspection, maintenance, repair, and cleaning	CoV	CoV
b	- life cycle replacement	CoV	CoV
8.1	Interior Windows within the Childcare		

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
a	- breakage and replacement of interior windows, not caused by the occupant or operations	CoV	CoV
b	- routine repairs, breakage and replacement of interior windows, caused by the occupant or operations	CoV	NPO
c	- cleaning of interior windows	NPO	NPO
d	- replacement due to normal wear and tear	CoV	CoV
8.2	Exterior Windows of the Childcare and Play Yard Canopy		
a	- breakage, routine repairs and replacement of exterior windows or canopy, not caused by the occupant or operations	CoV	CoV
b	- breakage, routine repairs and replacement of exterior windows or canopy, caused by the occupant or operations	CoV	NPO
c	- cleaning of interior surfaces of exterior windows	NPO	NPO
d	-cleaning of exterior surfaces of exterior windows and play yard canopy	CoV	NPO
e	- life cycle replacement of the exterior windows / play yard canopy	CoV	CoV
8.3	Common Area Windows		
a	- breakage and repair (not caused by occupants or operations)	CoV	CoV
b	- breakage and repair (caused by occupants or operations)	CoV	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
c	- cleaning (of exterior surfaces)	CoV	CoV
d	- cleaning (of interior surfaces)	CoV	CoV
e	- life cycle replacement	CoV	CoV
8.4	Interior and Exterior Doors within the Childcare		
a	- maintenance and repair of interior doors	CoV	NPO
b	- life cycle replacement of interior doors	CoV	CoV
c	- maintenance and repair of exterior doors	CoV	CoV
d	- life cycle replacement of exterior doors	CoV	CoV
8.5	Common Area Doors		
a	- maintenance and repair	CoV	CoV
b	- life cycle replacement	CoV	CoV
9.1	Interior Surfaces within the Childcare		
a	- interior life cycle repainting	CoV	CoV
b	- maintenance and cleaning of window applications including, but not limited to blinds and curtains	NPO	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
c	- repairs to interior walls and ceilings, including minor painting	NPO	NPO
d	- life cycle replacement of ceiling tiles	CoV	CoV
e	- interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks not caused by the occupant or operations	CoV	CoV
f	- maintenance and repairs of floor coverings, including carpet and tile	NPO	NPO
g	- life cycle replacement of flooring coverings	CoV	CoV
h	- maintenance and repair of millwork	NPO	NPO
i	- life cycle replacement of millwork	CoV	CoV
9.2	Common Area Interior Surfaces		
a	- all maintenance and repairs	CoV	CoV
b	- all capital maintenance or replacements	CoV	CoV
10.1	Major Structural Systems included within the Childcare		
a	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing, due to damage not related to the tenancy	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
b	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing, due to damage related to the tenancy	CoV	NPO
c	- repairs and painting of exterior surfaces including windows, trim, fascia and soffits	CoV	CoV
d	- cleaning of eaves troughs, gutters and awning	CoV	CoV
e	- exterior life-cycle repainting	CoV	CoV
10.2	Major Structural Systems external to the Childcare		
a	- all repairs and replacements	CoV	CoV
11.1	Site Services within the Childcare		
a	- snow and ice removal from steps, walkways, entrances including the provision of de-icing materials	NPO	NPO
b	- snow and ice removal from roof areas, canopies and/or awnings (if applicable)	CoV	CoV
c	-graffiti removal	CoV	CoV
11.2	Site Services outside of the Childcare		

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

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

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

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

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

Life Cycle Replacement

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

Damage

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

**APPENDIX E
PUBLIC SERVICE REQUIREMENTS TEMPLATE**

SCHEDULE ____

PUBLIC SERVICE REQUIREMENTS

This Schedule ____ forms part of the **Agreement** made as of _____ 20__, between the City of Vancouver (the “**City**”) and _____ (the “**Society**”). A breach of the requirements of this Schedule will constitute a breach under Section ____ of the Agreement.

1. City’s Requirements:

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

- (a) in a manner that is consistent with the City of Vancouver’s policy objectives set out as follows in Council Report RTS _____, (approved <date> _____, 20__):
- (b) _____

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

- (c) in a manner that is consistent with the City of Vancouver’s childcare policies and strategies in effect from time to time. If such policies change, the Society shall adapt its childcare operation to align with such new or revised policies;
- (d) in a manner that is consistent with and upholds the following principles to the satisfaction of the City of Vancouver’s Managing Director of Social Policy and Projects:
 - i) Quality of Care: the Society will demonstrate full compliance with licensing requirements. If not in compliance, the Society will develop and implement

a plan to address licensing concerns in a timely manner. Programming will strive to meet best practices for supporting healthy child development through implementing the BC Early Learning Framework, including through meeting or exceeding licensing requirements for daily active outdoor play.

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

The Society will serve a diversity of families in the community which includes families eligible for the BC Affordable Childcare Benefit. The Society will offer administrative and service supports where possible to families from groups that experience barriers to accessing childcare, whether because of low income or other factors. This could include supporting families to access the BC Affordable Child Care Benefit or other financial aids, or referring families/children to other health, social or educational support services. The Society will remain up to date on changes to childcare funding opportunities and child and family support programs.

The Society will demonstrate connections to other local service providers and to childcare hubs or multi-service hubs³, early childhood development resources, and local networks (such as Westcoast Childcare Resource Centre Society, ECEBC, neighbourhood-based early years' tables, etc).

- iii) Financial Management: the Society will demonstrate sound financial planning and management practices to sustain current and longer-term programming and operation of the Premises, while meeting the following requirements subject to sustainability of operations:

- (1) Maintain parent fees at or below the maximum parent fees as identified by the BC Child Care Fee Reduction Initiative, or successive policy. Should the Province discontinue defining maximum allowable parent fees under the BC Child Care Fee Reduction Initiative, then the average fee in Vancouver will be used as the maximum fee instead.

³ *Childcare hubs and multi-service hubs are a model where childcare centres share common resources through a central organization. In some cases hub members maintain separate boards, and in some cases larger multi-service organizations act as an umbrella, providing centralized services to several offsite programs within the same organization. Resources vary between hubs, but could include administration, policy, planning, human resources, and service coordination.*

- (2) The Society will subscribe to and maintain eligibility for applicable senior government funding (i.e. operational funding, wage enhancement, fee reduction, etc.)
 - (3) A minimum of a living wage (as defined by Living Wage for Families BC) will be paid to childcare staff by the Society.
 - (4) No non-refundable fees or deposits will be charged to families to secure a place on a wait list for childcare

- iv) Cultural Safety, Decolonization, and Anti-racism: In its goals, policies, professional development, early learning curricula, etc. the Society will work towards celebrating diversity and difference, intercultural inclusion, and cultural safety for urban Indigenous, First Nations, Metis, and Inuit children and families.
 - (1) Professional development for educators will include training on decolonization, anti-racist practice, and providing an environment of cultural safety for Indigenous children and families.
 - (2) Early learning pedagogy and programming will promote inclusion, incorporate culturally responsive materials that reflect the diversity of children and families, and support cultural safety for Indigenous children and families.

- v) Governance: the Society 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 Society'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.

- vi) Family Involvement: the Society will ensure there is ongoing and effective communication and dialogue with families about the daily workings of childcare programs. The Society will organize and support communication with and involvement of families to assist in the planning and operation of childcare programs at the Premises, such as through board representation or parent advisory committee(s). All facets of Premises operations shall be open for discussion by a parent committee, including programming and staffing decisions.

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

(e) only for the purpose set out in Section _____ of the Agreement and specifically:

(collectively, the “City’s Requirements”).

2. Society’s Acknowledgement, Representations and Covenants

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

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

Mission:

Vision:

Mandate:

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

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

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

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

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

3. Reporting and Monitoring

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

The City's current reporting requirements are as follows:

ANNUAL REPORTING:

- (a) the name and contact information of the key persons for the Society at the Premises;
- (b) a current list of directors and officers of the Society including their terms, positions and affiliations;
- (c) financial statements of the Society, including at a minimum a statement of income and expenses for the Premises, for the most recently available fiscal year independently prepared at the Society'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 Society's obligations under the Agreement, in a form acceptable to the City, which must have first been approved by the directors of the Society;
- (e) a summary of activities for the past fiscal year demonstrating how the Society has implemented its Mission, Vision and Mandate through its use of the Premises and complied with the City's Requirements;
- (f) a summary of activities at the Premises for the past fiscal year demonstrating how the Society has complied with the Service Level Agreement requirements;
- (g) a summary of any planned changes in programming at the Premises for the coming fiscal year;

- (h) a summary (including users, dates, rental fees, and memoranda or agreements if any) of third party and community uses at the Premises and rental rates charged.

- (i) information that addresses licensing, hours of operation, family involvement, equity and accessibility, staff training, population served, and governance policies; as outlined in Section 1C.

OTHER REPORTING:

The Society 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 advance of granting any renewal of the Agreement, the City will review whether the Society has met the City’s Requirements and may require additional information, including, for example, the organization’s strategic plan and governance policies.

From time to time, tenants may be asked to participate in processes that contribute to measuring the impact of the City of Vancouver’s childcare program. This may include answering surveys, participating in focus groups, or interviews. This may also require the collection of additional information not listed in this PSR.

4. Failure To Comply

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

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

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

5. Amendments

The Society 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.

* * * * *