



SCHEDULE _____
PUBLIC SERVICE REQUIREMENTS

This Schedule _____ forms part of the **Agreement** made as of _____
20 , between the City of Vancouver (the “**Landlord**”) and
_____ (the “**Tenant**”).

1. Landlord’s Requirements:

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

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

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

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

- (c) in a manner that is consistent with and upholds the following principles to the satisfaction of the City of Vancouver’s Managing Director of Social Policy and Projects:

- i) Quality of Care: the Tenant will demonstrate full compliance with licensing requirements. If not in compliance, the Tenant will develop and implement a plan to address licensing concerns in a timely manner. Programming will strive to meet best practices for supporting healthy child development, including ample opportunities for active outdoor play.

- ii) Accessibility and Inclusion: the Tenant will demonstrate accommodation, welcomeness and openness to people of all ages, abilities, sexual orientations, gender identities (including trans*, gender-variant and 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.

- iii) Financial Management: the Tenant will demonstrate sound financial planning and management practices to sustain current and longer-term programming and operation of the Premises.
- iv) Leadership: the Tenant will have sound management in place and an engaged board of directors, with the appropriate representation of communities served and the skills and expertise to support the Tenant's use, Mission, Vision and Mandate. The board of directors must function in a governance role, be active in setting direction, policy and long-term planning, and fulfill their legal and fiduciary responsibilities.
- v) Parent Involvement: the Society will ensure there is ongoing and effective communication and dialogue with families about the daily workings of childcare programs and the participation of children in these programs. The Society will organize and support communication with and involvement of the families to assist in the planning and operation of childcare programs at the Premises, such as through parent advisory committee(s), if there is sufficient interest. All facets of Premises operations shall be open for discussion by the committee, including programming and staffing decisions.
- vi) Staff Wages: a living wage will be paid to childcare centre staff by the Society, subject to sustainability of operations.
- vii) Cultural Competency: professional development will include Indigenous cultural competency training, and curricula will include programming that addresses diversity, inclusion, equity and cultural competence.
- viii) Alignment with the City of Vancouver's Mission and Values: the Tenant's use of the Premises must align with the City of Vancouver's Mission and Values, as set out below:

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

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

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

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

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

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

2. Tenant’s Acknowledgement, Representations and Covenants

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

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

Mission:

Vision:

Mandate:

The Landlord acknowledges that the Tenant’s organization may evolve, expand, contract, diversify or specialize over time (for example, by offering new types of services to meet emerging community needs), and that such

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

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

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

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

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

3. Reporting and Monitoring

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

The Landlord's current reporting requirements are as follows:

ANNUAL REPORTING:

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

OTHER REPORTING:

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

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

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

4. FAILURE TO COMPLY

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

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

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

5. AMENDMENTS

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