

SAMPLE



Request For Expressions of Interest

CHILD CARE OPERATORS FOR UPCOMING CHILDCARE CENTRES LOCATED AT DAVID LLOYD GEORGE ELEMENTARY SCHOOL, GASTOWN PARKADES, PEARSON DOGWOOD, AND FOR CHILD CARE AND SOCIAL PURPOSE SPACE AT FRASER COMMONS

On this page: [General Description](#) | [Information Meeting](#) | [Document Downloads](#) | [Amendment](#) | [Addendum](#) | [Questions & Answers](#)

LAST UPDATED:

Addendum

No updates

Amendment

No updates

Questions & Answers

September 17, 2019

CONTACT

Childcare Operator Selection
Email: childcare@vancouver.ca

PHONE NUMBER

n/a

FAX NUMBER

n/a

ENQUIRIES

purchasing@vancouver.ca

[Please specify bid number, bid title and purchasing agent's name when sending email.]

Questions will be accepted, and answers posted, ONLY IF they are submitted in writing five working days prior to the bid closing date

CLOSING DATE & TIME

4:30:00 pm (Local Vancouver Time), Friday, September 20, 2019

CLOSING LOCATION

City of Vancouver
Social Policy - Childcare Operator Selection
Woodward's Heritage Building
111 West Hastings Suite 501
Vancouver, BC, V6B 1H4

Submissions received after the closing time may be returned unopened.

Fax submission will not be accepted.

Please visit our [Bidding Procedures](#) page for additional information.

General Description of Requirement

The City of Vancouver (the "City") is seeking expressions of interest ("Expressions of Interest") from child care operators for the operation of upcoming childcare centres at one or more of four sites, as follows:

One childcare centre will be co-located with a seismically upgraded elementary school at the following locations:

David Lloyd George Elementary School

One childcare site comprising two centres will be co-located with existing adjoined City-owned parkades at the following location:

Gastown Parkades (two 37-space centres on one site)

Two childcare centres will be located with new developments at the following locations:

- 1) One childcare centre at Pearson Dogwood
- 2) One childcare centre and adjoined social purpose facility at Fraser Commons

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Information Meeting

An information meeting will be held to enable Proponents to seek clarification with respect to any aspect of the RFEOI in a group forum. Attendance at the Information Meeting is not required. The details are as follows:


Date: Thursday, August 22, 2019
Time: 1:00pm - 2:30pm
Location: 111 West Hastings St. Vancouver, Room 501 ("W Room")

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Downloading the Document

Proponents must not electronically alter any portion of downloaded documents with the exception of adding the information requested. To do so will invalidate your bid.

Download Description

[RFEOI No.2](#)  582 KB

[Schedule G](#)  110 KB

[Schedule I](#)  1574 KB

[Schedule E](#)  128 KB

CHILDCARE OPERATORS FOR UPCOMING CHILDCARE CENTRES
EVALUATION CRITERIA - PPROPOSED PROGRAMMING AND COMMUNITY PARTNERSHIP
Form of Agreement
Budget Template

[\[top\]](#)

Amendment

No amendment at this time.

[\[top\]](#)

Addendum

No addendum at this time.

[\[top\]](#)

Questions and Answers

[Q&A 1](#)  164 KB

[Presentation File](#)  2946 KB

[Q&A 2](#)  68 KB

[Q&A 3](#)  73 KB

[Q&A 4](#)  545 KB

ISSUED AUGUST 26, 2019

INFORMATION SESSION PRESENTATION FILE

ISSUED AUGUST 28, 2019

ISSUED SEPTEMBER 9, 2019

ISSUED SEPTEMBER 17, 2019

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**REQUEST FOR EXPRESSIONS OF INTEREST NO. 2 (the “RFEOI”)
CHILD CARE OPERATORS FOR UPCOMING CHILDCARE CENTRES LOCATED AT DAVID LLOYD GEORGE
ELEMENTARY SCHOOL, GASTOWN PARKADES, PEARSON DOGWOOD, AND FOR CHILD CARE AND
SOCIAL PURPOSE SPACE AT FRASER COMMONS**

Expressions of Interest are to be addressed to Social Policy - Childcare Operator Selection - City of Vancouver, #501-111 W Hastings Street, Vancouver, British Columbia, Canada, V6B 1H4, and should be received prior to 4:30 p.m., Vancouver Time (as defined in Note 3 below), on Friday, September 20 (the “Closing Time”).

EXPRESSIONS OF INTEREST WILL NOT BE PUBLICLY OPENED.

NOTES:

1. An Expression of Interest may be submitted by email to the Contact Person named below, or it may be sent to the address specified above by mail or delivered by courier, in each case prior to the Closing Time.
2. Each Expression of Interest must be marked with the Respondent’s name and the RFEOI title and number.
3. “Vancouver Time” will be conclusively deemed to be the time shown on the computer clock at the Main Floor Rotunda Information Desk at Vancouver City Hall.
4. The City of Vancouver is open on business days from 8:30 a.m. to 4:30 p.m., Vancouver Time, and is closed Saturdays, Sundays, and holidays. **DO NOT SUBMIT EXPRESSIONS OF INTEREST BY FAX**
5. All queries related to this RFEOI should be submitted in writing to the attention of:

Childcare Operator Selection
Email: childcare@vancouver.ca

(the “Contact Person”)

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SECTION 1 GENERAL INFORMATION

1.1 Introduction

The City of Vancouver (the “City”) is seeking expressions of interest (“Expressions of Interest”) from child care operators for the operation of upcoming childcare centres at one or more of four sites, as follows:

One childcare centre will be co-located with a seismically upgraded elementary school at the following locations:

- David Lloyd George Elementary School

One childcare site comprising two centres will be co-located with existing adjoined City-owned parkades at the following location:

- Gastown Parkades (two 37-space centres on one site)

Two childcare centres will be located with new developments at the following locations:

- One childcare centre at Pearson Dogwood
- One childcare centre and adjoined social purpose facility at Fraser Commons

1.2 Background

While the mandate for provision of child care and other social and health services are the responsibility of senior governments, the City of Vancouver recognizes the many social, economic and health benefits that child care provides to its residents.

Child development services are set in the context of various City policies including the Civic Child Care Strategy (1990), the Child Care Design Guidelines (1993), Moving Forward Report (2002), Child Care: A Commitment from Local Government Protocol (2004), and Healthy City Strategy - A Good Start (2014). In December 2018, Vancouver City Council set a renewed target to facilitate the creation of 1000 new spaces between 2019 and 2022.

Childcare centres delivered as public amenities in the City of Vancouver are located in a variety of types of developments including City-owned land and buildings, and co-located with mixed-use developments and schools.

Facility-Specific Information

Childcare at David Lloyd George Elementary School

- Address: 8370 Cartier Street
- Neighbourhood: Marpole
- Current project status: Design
- Expected occupancy: Spring 2021
- # of Spaces: 69, comprising:
 - 12 full-time spaces for infants (0-19 months)
 - 12 full-time spaces for toddlers (18-36 months)
 - 25 full-time spaces for ages 3 to 5 (30 months to school age), and;
 - A flex space designed to accommodate 20 licensed preschool spaces (part-time, part-day care for children aged 3-5 years) and/or other programs such as School-Age Care (out of school care for children aged 5-12).

RFEOI No. 2: OPERATOR SELECTION FOR CHILDCARE AT DAVID LLOYD GEORGE SCHOOL, GASTOWN PARKADES, PEARSON DOGWOOD AND CHILDCARE AND SOCIAL PURPOSE SPACE AT FRASER COMMONS

Upon completion of construction, the Childcare facility will include:

- (a) approximately 685 m² (7373 sq. ft.) of dedicated indoor space
- (b) approximately 755 m² (8127 sq. ft.) of adjacent dedicated outdoor space

The new childcare facility and dedicated outdoor childcare space will be located at the rooftop level (3rd floor) of the new elementary school building being built adjacent to the existing school. Upon completion of the new school building, the existing school building will be used as a swing site for other seismic upgrade and replacement school projects, and will eventually be demolished and converted to outdoor space.

The school property is owned by the VBE. The City of Vancouver will hold a long-term lease for the new childcare facility. Upon completion of the school building, the negotiated lease will be forwarded to the Minister of Education for approval.

Childcare at David Lloyd George Elementary will be the fourth partnership project between the City of Vancouver and the VBE to include childcare for children younger than school age on school sites, building on earlier projects at Lord Tennyson, Lord Nelson, and Sir Sandford Fleming Elementary schools. These projects provide vital child care and early learning options that align with City of Vancouver policy and Council priorities.

Childcare at Gastown Parkades

- Address: 150 Water St. and 151 Cordova St.
- Neighbourhood: Downtown Eastside
- Current project status: Design
- Expected occupancy: Summer 2020
- # of Spaces: 74 spaces in two 37-space centres, each comprising:
 - 12 full-time spaces for children under 36 months
 - 25 full-time spaces for ages 3 to 5 (30 months to school age)

Upon completion of construction, each of the two 37-space Childcare facilities will include:

- (a) approximately 405 m² (4360 sq. ft.) of dedicated indoor space
- (b) approximately 560 m² (6030 sq. ft.) of adjacent dedicated outdoor space

The two new Childcare facilities will be located at the rooftop levels of two adjoining City owned parkades. Licensed childcare program areas will be self-contained within each facility, but support functions such as drop-off parking and garbage area will be integrated between the two facilities. A new pedestrian bridge will connect the two facilities, which are designed to be operated by a single organization.

These facilities are anticipated to serve the families of downtown office workers, residents of the Downtown Eastside neighbourhood, and the general public living and working in Vancouver. More specific priority considerations could become a requirement prior to the centres opening. Dedicated operational supports could become available to support targeted inclusion of families with low income at this site.

Childcare at Pearson Dogwood

- Address: 698 W 57 Ave
- Neighbourhood: Marpole
- Current project status: Design
- Expected occupancy: Fall 2022
- # of Spaces: 69, comprising:
 - 12 full-time spaces for infants (0-19 months)
 - 12 full-time spaces for toddlers (18-36 months)
 - 25 full-time spaces for ages 3 to 5 (30 months to school age), and;

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- A flex space designed to accommodate 20 licensed preschool spaces (part-time, part-day care for children aged 3-5 years), with potential to
- also accommodate other programs such as School-Age Care (out of school care for children aged 5-12).
- An additional small multipurpose room (approximately 500 sq ft) will adjoin the preschool/flex space, while also accessible separately from childcare program areas. It will have access to a washroom, and can be opened up to the preschool/flex space.

Upon completion of construction, the Childcare facility will include:

- (a) approximately 648 m² (6980 sq. ft.) of dedicated indoor space
- (b) approximately approximately 783 m² (8,430 sq. ft.) of adjacent dedicated outdoor space

The new childcare facility will be located at the 2nd floor of a new mixed-use building on the Pearson Dogwood site. Other uses in the building will include the VCH (Vancouver Coastal Health) community health centre, supportive housing units, therapy pool for Pearson Dogwood residents, market units, and retail.

Childcare and Social Purpose Facility at Fraser Commons

- Address: 8188 Fraser St.
- Neighbourhood: Sunset
- Current project status: Design
- Expected occupancy: Fall 2021
- # of Spaces: 37, comprising:
 - 12 full-time spaces for children under 36 months
 - 25 full-time spaces for ages 3 to 5 (30 months to school age)

Upon completion of construction, the Childcare facility will include:

- (a) approximately 448 m² (4,824 sq. ft.) of dedicated indoor childcare space
- (b) approximately approximately 520 m² (5,600 sq. ft.) of adjacent dedicated outdoor childcare space
- (c) approximately 139 m² (1,500 sq. ft.) of dedicated indoor space for community serving social purpose use (the Social Purpose Facility).

The Childcare and Social Purpose Facility are located at grade, as part of a mixed-use development at Fraser St. and SE Marine Drive. The connected interior spaces will share access to staff-facing support areas. The Social Purpose Facility will front onto Fraser St., and will be designed as mostly open space with a smaller flexible meeting space. Families will access to the childcare from the Fraser Commons development's central courtyard and green space, through the dedicated childcare outdoor space. The Childcare and Social Purpose Facility will share a centrally located kitchen. Because the kitchen will be located within the secure childcare area, full kitchen access for non-childcare use may be limited during childcare operating hours.

The Social Purpose Facility is a multi-purpose community serving space that could be used for a variety of types of programming. Regarding proposed uses of this space, highest consideration will be given for proposals that support social objectives and service delivery, and that connect to the mandate and mission of the childcare services on site. Social service uses on site could serve youth, families or seniors, offer settlement programming, or offer supportive employment training for people with barriers to

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employment. If social service uses are not deemed feasible on this site, secondary consideration could also be given to partnership arrangements that meet social objectives and/or space used for social enterprise as a revenue generator in support of the social mandate of the social non-profit and core childcare facility. Proposed uses of this space must be consistent with the spirit and intent of its designation for community serving non profit use.

Operating Support

Lease Terms

See the separate **Schedule I** PDF file for details of standard Form of Agreement for City-owned childcare facilities.

Standard lease terms include:

- (a) Lease term of 5 years, plus opportunities for renewal at end of term for two additional 5-year terms;
- (b) A nominal lease rate of \$10 fixed for the effective term of the lease;

Grants that May be Available

- (a) A one-time Operational Start Up grant of up to \$2000 per space will be provided to the successful Respondent for the first 24 months of operation of each facility to support the following costs:
 - i. Project liaison during the construction and finishing, furnishing, equipping and licensing of the child care facility;
 - ii. Any reduction in revenue due to gradual enrolment;
 - iii. Development of policies and practice guidelines; and
 - iv. Program development, staff hiring and orientation.
- (b) The Child Care operator(s) may also be eligible to apply for an operational or program grant through the City of Vancouver's Community Services Group Child Care Grants Program. Receipt of City grants is not guaranteed, and is conditional upon meeting grant criteria and Council approval each year. Grant application information can be found online at <http://vancouver.ca/people-programs/childcare-enhancement-grants.aspx>

1.3 Scope of Work

Operator's Responsibilities

Child Care operators will be responsible for providing all services and meeting all requirements as set out in Schedule I to this RFEOI, which includes a Precedent Childcare Lease (General), Draft Service Level Agreements, and Precedent Public Service Requirements. The Operator(s)' responsibilities include:

- (i) utility, operating, routine repairs and maintenance of the Premises

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- (ii) paying for breakage, maintenance and repairs which are required by the Service Level Agreement for the landlord to perform, for issues that were caused by occupants/operations.
 - (iii) paying proportionate share of cost of maintenance and routine repairs for common area
 - (iv) maintaining insurance
- (b) The projects are currently under design or construction, and the successful Respondent for each centre may be required to participate in project review at key stages.

1.4 RFEOI Process

- 1.4.1 Interested parties (“**Respondents**”) are required to respond to this RFEOI in accordance with the instructions set forth in this RFEOI.
- 1.4.2 Expressions of Interest are being requested in order to afford the City of Vancouver the opportunity to gauge such responses and evaluate Respondents’ expertise, so that the City may then conduct a more formal procurement process, tailored (as determined in the City’s discretion) to the responses received and limited, should the City so determine, to all or some of the RFEOI Respondents. The City currently anticipates that it will carry out a request for proposals and that the same will be released to multiple qualified Respondents.
- 1.4.3 Notwithstanding the foregoing, the City may, as a result of the RFEOI, decide to proceed directly to negotiate a contract with an outstanding Respondent (or the sole qualified Respondent, if there is only one).
- 1.4.4 Any potential Respondent is requested to refrain from submitting an Expression of Interest if it is not willing to submit bona fide proposal in relation to the subject matter of the RFEOI if the City invites the Respondent to participate in a request for proposals.
- 1.4.5 If a potential Respondent believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the potential Respondent is urged to contact the individual named on the cover page above as soon as possible with the relevant information so that the City may advise the Respondent regarding the matter.

1.5 RFEOI Documents

- 1.5.1 This RFEOI consists of:
- (a) the cover page hereof and sections 1 through 6 hereof; and
 - (b) schedules as follows:
 - (i) Schedule A – Format for Expressions of Interest;
 - (ii) Schedule B – Letter of Expression of Interest;
 - (iii) Schedule C – Background Information;

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- (iv) Schedule D – Eligibility Criteria;
- (v) Schedule E – Evaluation Criteria - Administrative, Financial and Operational Capacity;
- (vi) Schedule F – Evaluation Criteria - Current Operations;
- (vii) Schedule G – Evaluation Criteria - Proposed Programming and Community Partnerships;
- (viii) Schedule H – Conflicts;
- (ix) Schedule I – Form of Agreement.

(collectively, the “**RFEOI Documents**”)

- 1.5.2 If the City of Vancouver issues any amendments or addenda to the RFEOI Documents, such amendments or addenda will form part of the RFEOI Documents. It is the sole responsibility of all Respondents to check the City’s website at: <http://www.vancouver.ca/fs/bid/bidopp/openbid.htm> regularly for amendments or addenda to the RFEOI Documents, including questions and answers posted by the City in relation to this RFEOI.

SECTION 2 COMMUNICATIONS AND KEY DATES

2.1 Contact for Communications

Respondents may not communicate with the City about the RFEOI except by email to the Contact Person listed on the cover page of this RFEOI.

2.2 Key Dates

Potential Proponents should note the following key dates:

Event	Time and Date
Information Meeting	Thursday, August 22, 2019 1:00pm - 2:30pm
Deadline for Enquiries	Friday, September 13, 2019
Deadline for submitting proposals	Friday, September 20, 2019

- 2.3 An information meeting (the “Information Meeting” will be held to enable Proponents to seek clarification with respect to any aspect of the RFEOI in a group forum. Attendance at the Information Meeting is not required. The details are as follows:

Date: as specified in Section 2.2 above.

Time: as specified in Section 2.2 above.

Location: 111 West Hastings St. Vancouver, Room 501 (“W Room”)

- 2.4 Potential Proponents are encouraged to read the RFEOI and submit any questions relating to the RFEOI to the Contact Person by 48 hours prior to the Information Meeting.

- 2.5 The City will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting but Proponents are advised that they may only rely on the written information contained herein or in documents posted to the City’s website, as described in Section 1.5.2 above.

SECTION 3 SUBMISSION OF EXPRESSIONS OF INTEREST

3.1 Delivery

Each Respondent should submit the Expression of Interest and all attachments one of the following two ways:

1. One paper original AND one electronic copy, as follows:
 - Submit a signed original of its Expression of Interest and all attachments in a binder with dividers between each section, delivered physically as stated on the cover page of the RFEOI, AND
 - Submit a single electronic copy of its entire Expression of Interest, and all attachments by email OR USB jump/flash drive to the Contact Person. Attachment files should be in PDF or spreadsheet formats (e.g. Excel), and may be organized in a zipped folder for ease of sending

OR

2. Submit a signed original of its Expression of Interest (only) in a sealed envelope, AND 5 copies of its Expression of Interest and all attachments in 5 binders, with dividers between each section, delivered physically as stated on the cover page of the RFEOI.

It is each Respondent's sole responsibility to ensure delivery of its Expression of Interest by the Closing Time. All submissions should be made at the Respondent's sole cost and expense.

3.2 Late Expressions of Interest

The City of Vancouver may, in its discretion, accept, or reject and return, any Expression of Interest received after the Closing Time.

3.3 Form of Expression of Interest

Each Expression of Interest must be consistent with the format set out in Schedule A hereto.

3.4 Lack of Information

Following receipt of an Expression of Interest, the City of Vancouver may, in its sole discretion and without having any duty or obligation to do so, request that the Respondent provide the City of Vancouver with additional information to clarify or substantiate the information provided by the Respondent. If a Respondent fails to provide information required for the City's evaluation of the Respondent's qualifications, or fails to provide timely clarification or substantiation of the information supplied, that failure may result in no further consideration being given to the Expression of Interest.

3.5 Material Changes

Respondents should inform the City of Vancouver of any material change in information that might affect their qualification status at any time during the RFEOI process. Participants in a request for proposals will be required to update key qualification information at the time of proposal submission. Prior to the entry into any agreement, a successful Respondent will be

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required to confirm its continued status.

SECTION 4 REVIEW OF EXPRESSIONS OF INTEREST

4.1 Evaluation by the City of Vancouver

The City will review the Expressions of Interest submitted to determine whether, in the City’s opinion, each Respondent has: (i) met the eligibility criteria set out in Schedule D; and (ii) demonstrated that it has the experience and qualifications described in Schedules E through G (the “**Evaluation Criteria**”) in order for it to advance in the City’s procurement process. The City currently expects to select a number of Respondents (“**Pre-Qualified Respondents**”); provided that:

- 4.1.1 the determination of which Respondents are designated as Pre-Qualified Respondents will be at the sole discretion of the City; and
- 4.1.2 the City reserves the right to limit the number of Respondents designated as Pre-Qualified Respondents

The following is an overview of the categories and weighting for the City’s evaluation of the section of the Respondent’s Statement of Qualifications (as defined in Schedule A) addressing the Evaluation Criteria:

Evaluation Criteria:

Expressions of Interest will be evaluated according to the criteria and weightings as outlined below. In addition, Expressions of Interest must meet a minimum score in the “**Administrative, Financial, and Operational Viability**” set of Evaluation Criteria to proceed to evaluation of the other categories.

Category	Weighting (Percentage)
Administrative, Financial, and Operational Capacity	30%
Current Operations	40%
Proposed Programming and Community Partnerships	30%
Total Points	100%

4.2 Inquiries

The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with an Expression of Interest and may seek clarification from a Respondent’s bankers and clients regarding any financial and experience issues.

4.3 Non-Conforming Expressions of Interest

Expressions of Interest which fail to conform to the format requirements set forth in Schedule A hereto or which fail to conform to any other requirement of these RFEOI Documents may be rejected by the City of Vancouver, in its discretion. Notwithstanding the foregoing or any other provision of these RFEOI Documents, the City may at its sole discretion elect to retain for consideration Expressions of Interest which deviate either materially or non-materially from the format requirements set out in Schedule A hereto or which otherwise fail to conform to any other requirement of these RFEOI Documents.

SECTION 5 NOTIFICATION AND RFEOI PROCESS

5.1 Notification of Prequalification

Following the Closing Time, the City of Vancouver will only notify those Respondents which are selected as Pre-Qualified Respondents (or with which the City proposes to proceed to negotiate an agreement). The City of Vancouver thanks all other Respondents for their interest.

5.2 Changes after Pre-Qualification

Any change in the structure or formation of a Pre-Qualified Respondent will be subject to prior written approval of the City prior to the deadline for submission of proposals. The City may deny that approval if the change in the structure or formation of the Pre-Qualified Respondent, from that presented in the Expression of Interest, would have affected whether or not the Respondent would have been short-listed in the first instance.

5.3 The City of Vancouver Rights

5.3.1 The City may, without liability to any Respondent or Pre-Qualified Respondent, may:

- (a) amend the scope and description of the services to be procured under the RFEOI or any subsequent request for proposals process, varying them from those described herein, or amend the qualifications that may be required to meet those requirements;
- (b) reject or accept any or all Expressions of Interest;
- (c) cancel the RFEOI process and reject all Expressions of Interest;
- (d) cancel the RFEOI process and commence a new process in respect of the same request for proposals with the same or an amended set of documents, information or requirements;
- (e) request that any Respondent provide additional information or clarifications without requesting the same from all Respondents; or
- (f) terminate the RFEOI process and enter into direct negotiations with any party whether or not a Respondent.

5.3.2 By submitting an Expression of Interest, a Respondent acknowledges and agrees that these RFEOI Documents are, in no way whatsoever, an offer to enter into an agreement (except on the limited terms and conditions expressly stated in Schedule B), and that submission of an Expression of Interest by a Respondent does not in any way whatsoever create any obligation on the part of the City to treat the Respondent's or any other Respondent's Expression of Interest in any particular manner or undertake the City's RFEOI process in any particular manner (except as expressly stated in Schedule B with respect to confidentiality).

5.3.3 The form of letter set forth in Schedule B also contains a release of the City's liability and other important terms and conditions that should be reviewed carefully by each Respondent, and each Respondent should obtain the advice of independent legal counsel in connection therewith.

5.4 Information Disclaimer

- 5.4.1 The City makes no representation, warranty or undertaking with respect to these RFEOI Documents and the City and its directors, officers, employees, agents, consultants and advisors will not be liable or responsible for the accuracy or completeness of the information in these RFEOI Documents or for any other written or oral information made available to any interested person or its advisors, and any similar such liability however arising, is expressly disclaimed by the City.
- 5.4.2 Each Respondent should conduct its own independent investigations of all relevant matters and must not rely on the City in such regard. The information contained in the RFEOI Documents is provisional and is expected to be superseded by information in a request for proposals and other documents.

SECTION 6 CONFLICTS

6.1 Conflicts of Interest Generally

Each Respondent must disclose whether any officer, board member or employee of the Respondent or any other person related to the Respondent's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with an elected official or employee of the City,

in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the Respondent's Expression of Interest by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

6.2 Former City Employees

Each Respondent must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFEOI obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

**SCHEDULE A
FORMAT FOR EXPRESSIONS OF INTEREST**

Expressions of Interest submitted by Respondents should consist of:

1. a completed and duly executed Letter of Expression of Interest (the foregoing Schedule B);
2. a statement of qualifications (each, a “**Statement of Qualifications**”), consisting of and arranged as follows:

(a) Title Page (1 page)

The title page should identify the RFEOI number identified on the cover page of this RFEOI, the Closing Time, and the Respondent’s name, address, telephone number, fax number and contact person.

(b) Table of Contents / Index

(c) Background Information

Respondents should provide the completed fillable **Background Information** PDF, (attached here as Schedule C).

(d) Eligibility Criteria

Respondents should provide the completed fillable **Eligibility Criteria** PDF (attached here as Schedule D) with required or optional attachments included.

(e) Evaluation Criteria: Administrative, Financial, and Operational Viability

Respondents should provide the completed fillable **Evaluation Criteria: Administrative, Financial, and Operational Viability** PDF (attached here as Schedule E), with required or optional attachments included. Budgets for the first year of operations at the new facility should be submitted using the spreadsheet template provided as Appendix 1 to Schedule E.

(f) Evaluation Criteria: Current Programming and Service Delivery

Respondents should provide the completed fillable **Evaluation Criteria: Current Operations** PDF (attached here as Schedule F), with required or optional attachments included.

(g) Evaluation Criteria: Proposed Program Model and Community Partnerships

Respondents should provide the completed fillable **Proposed Program Model and Community Partnerships** PDF (attached here as Schedule G), with required or optional attachments included. Respondents should prepare a separate submission for Schedule G for each facility for which the organization would like to be considered.

(h) Conflicts

Respondents should provide applicable conflict disclosures in response to Section 6.0 of the RFEOI.

3. Required or optional attachments, submitted as separate files. The details of specific required and optional attachments are detailed in Schedules B through G.

Electronic attachment files should be named according to the following conventions:

- Attachment file titles should be constructed as follows: *Respondent Organization - Schedule and Question number - Document name - Facility of Interest (if applicable) - Attachment number (if applicable)*
- For “Respondent Organization” respondents should use a consistent abbreviation or acronym of the Organization Name (e.g. ABC Childcare could use “ABC”)
- For “Facility of Interest”, attachments addressing a particular facility should reflect the facility name using the following abbreviations:

Childcare Centre Facilities	Facility Name Abbreviation for Naming Attachment Files (where applicable)
Childcare at David Lloyd George Elementary School	DLG
Childcare at the Gastown Parkades	GAS
Childcare at Pearson Dogwood	PEA
Childcare and Social Purpose Facility at Fraser Commons	FRA

- For “Attachment number”, if more than one attachment file is submitted in response to any question, attachments should be numbered sequentially.
- Attachment File Name Examples:
 - The attachment file submitted by ABC Childcare in response to Schedule D - Question 1a should be titled:
 - ABC - D1a - Registry Search
 - The attachment file submitted by ABC Childcare in response to Schedule E - Question 5a with reference to the Childcare at David Lloyd George should be titled:
 - ABC - E5a - Operating Budget - DLG
 - Two attachment files submitted by ABC Childcare in response to Schedule E - Question 2a should be titled:
 - ABC - E2a - Policies - 1
 - ABC - E2a - Policies - 2

Attachment Checklist and Suggested File Names

For reference only, the following is a complete checklist of required and optional attachments, with preferred file names to use. Respondents should substitute a unique organizational abbreviation for “ORG” and facility name abbreviations for “FAC”, as outlined above, and add numbers where more than one attachment is submitted in response to the same question.

Checkboxes for Respondent use	Schedule	Question Number	Nature of Document (Summary)	Required/ Required if applicable / Optional	Attachment File Name (Respondent Organization - Facility of Interest* - Schedule no - Question no - Attachment no* - Document name) *if applicable
<input type="checkbox"/>	B	-	Letter of Expression of Interest (signed)	Required	ORG - B - LOEOI
<input type="checkbox"/>	D	1a	Corporate registry search	Required	ORG - D1a - Registry Search
<input type="checkbox"/>	D	1b	Organization Bylaws	Required	ORG - D1b - Bylaws
<input type="checkbox"/>	D	1c	Society Constitution	Required	ORG - D1c - Constitution
<input type="checkbox"/>	D	1d	WorkSafeBC Clearance Letter	Required	ORG - D1d - WorkSafe Letter
<input type="checkbox"/>	D	2a	Organizational Financial Statements	Required	ORG - D2a - Org Financials
<input type="checkbox"/>	D	2b	Program/Facility Financial statements	Required if applicable	ORG - D2b - Program Financials
<input type="checkbox"/>	D	2c	Backer Statements, Commitment Letter	Required if applicable	ORG - D2c - Backer Info

<input type="checkbox"/>	D	3a	AGM Minutes	Required	ORG - D3a - AGM Minutes
<input type="checkbox"/>	D	4a	Certificate of Existing Insurance	Required	ORG - D4a - Understating Letter
<input type="checkbox"/>	D	4b	Insurance Undertaking Letter	Required if applicable	ORG - D4b - Insurance Certificate
<input type="checkbox"/>	E	1a	Mission, vision, mandate	Required	ORG - E1a - Mandate
<input type="checkbox"/>	E	2a	Policy Documents	Required	ORG - E2a - Policies
<input type="checkbox"/>	E	5a	Budget for first year (<i>uset the spreadsheet template provided as Appendix 1 to Schedule E., submitting a separate budget file for each facility of interest</i>)	Required	ORG - E5A - Budget - FAC
<input type="checkbox"/>	E	6a	Strategic Plan	Optional	ORG - E6a - Strategic Plan
<input type="checkbox"/>	E	6b	Landlord reference letter	Optional	ORG - E6b - Landlord Reference
<input type="checkbox"/>	E	6c	Facilities reports	Optional	ORG - E6c - Facilities Report
<input type="checkbox"/>	F	1a	Planning/ Documentation of Current Childcare Programs	Required	ORG - F1a - Current Programs
<input type="checkbox"/>	F	1bi	Evidence of Neighbourhood Partnerships	Optional	ORG - F1bi - Neighbourhood Partners
<input type="checkbox"/>	F	1bii	Other Supporting Documents of Current Childcare Programs	Optional	ORG - F1bii - Supporting Docs

<input type="checkbox"/>	F	2a	Planning/ Documentation of Current Social Programs <i>(only Respondents expressing interest in Fraser Commons)</i>	Optional	ORG - F2a - Current Programs
<input type="checkbox"/>	F	2bi	Evidence of Neighbourhood Partnerships for Community Programming <i>(only Respondents expressing interest in Fraser Commons)</i>	Optional	ORG - F2bi- Neighbourhood Partners
<input type="checkbox"/>	F	2bii	Other Supporting Documents of Current Community Programs <i>(only Respondents expressing interest in Fraser Commons)</i>	Optional	ORG - F2bii- Supporting Docs
<input type="checkbox"/>	G	-	Schedule G <i>(additional copies, only for Respondents expressing interest in multiple facilities)</i>	Optional	Org - Schedule G - FAC
<input type="checkbox"/>	G	1a	Childcare Programming proposal <i>(submit for each facility of interest)</i>	Required	ORG - G1a - Programming Proposal - FAC
<input type="checkbox"/>	G	4a	Programming proposal for Social Purpose Facility at Fraser Commons <i>(only Respondents expressing interest in Fraser Commons)</i>	Optional	ORG - G4a - Social Programming Proposal - FRA

**SCHEDULE B
LETTER OF EXPRESSION OF INTEREST**

The signed, completed Letter of Expression of Interest should be submitted as an attachment.

Date:

TO: THE CITY OF VANCOUVER (the “City”)

RE: EXPRESSION OF INTEREST -- REQUEST FOR EXPRESSIONS OF INTEREST NO. [1] (the “RFEOI”) IN RESPECT OF OPERATOR SELECTION FOR THREE UPCOMING CHILDCARE FACILITIES LOCATED AT DAVID LLOYD GEORGE ELEMENTARY SCHOOL, GASTOWN PARKADES, PEARSON DOGWOOD, AND FOR CHILD CARE AND SOCIAL PURPOSE SPACE AT FRASER COMMONS

Being duly authorized to represent and act on behalf of [Insert full society name], the undersigned hereby submits the attached Statement of Qualifications and supporting materials on behalf thereof.

1. Herein, the term “Respondent” refers to *(full society name)*

2. The City and its representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this Expression of Interest, and to seek clarification from the Respondent’s bankers and clients regarding any financial and experience issues, and to do all other things stated in the RFEOI.

3. Capitalized terms used herein have the definitions ascribed thereto in the RFEOI.

4. The City or its representatives may contact the following person(s) for further information:

Name:

Title/Role:

Phone:

Email:

Name:

Role/Title:

Phone:

Email:

5. This Expression of Interest is made with the full understanding and agreement that:

- (a) any information submitted during qualification may be subject to verification by the City of Vancouver, including during evaluation of any subsequent proposal;
 - (b) the Respondent will (and does hereby undertake to) submit a bona fide proposal in relation to the subject matter of the RFEOI (and consistent with this Expression of Interest) if the City invites the Respondent to participate in a request for proposals;
 - (c) the City of Vancouver may:
 - (i) amend the scope and description of the services to be procured under the RFEOI or any subsequent request for proposals process, varying them from those described in the RFEOI, or amend the qualifications that may be required to meet the City's requirements;
 - (ii) reject or accept any or all Expressions of Interest;
 - (iii) cancel the RFEOI process and reject all Expressions of Interest;
 - (iv) cancel the RFEOI process and commence a new process in respect of the same request for proposals with the same or an amended set of documents, information or requirements;
 - (v) request any respondent to provide additional information or clarification or goods samples or demonstrations without requesting such information from all respondents; or
 - (vi) terminate the RFEOI process and enter into direct negotiations with any party whether or not a respondent; and
 - (d) the City of Vancouver will not be liable in any way whatsoever for any actions described under section 6(c) of this letter.
6. The Respondent acknowledges and agrees that the RFEOI Documents are, in no way whatsoever, an offer to enter into an agreement except on the limited terms and conditions expressly stated in this letter, and submission of this Expression of Interest by the Respondent does not in any way whatsoever create any obligation on the part of the City to treat the Respondent's or any other respondent's Expression of Interest in any particular manner or undertake the City's RFEOI process in any particular manner (except as expressly stated below in this letter with respect to confidentiality).
7. The Respondent acknowledges and agrees to the information disclaimers and other terms and conditions set forth in the RFEOI.
8. Except only and to the extent that the City is in breach of Section 10 of this letter, the Respondent now releases the City, its officials, its agents and its employees from all liability for any costs, damages or losses incurred in connection with the RFEOI, including any cost, damages or losses in connection with:
- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees any obligation or duty under the RFEOI;
 - (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFEOI; or
 - (c) the manner in which the City: reviews, considers, evaluates or negotiates any Expression of Interest; addresses or fails to address any Expression of Interest; or resolves to enter into any contract or not enter into any contract.

9. Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's right to publicly disclose information about or from any Expression of Interest, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFEOI, the City will treat the Expression of Interest (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.
10. The Respondent acknowledges receipt of the following amendments and addenda (if applicable);
- | | | | |
|------------------------|--|-------|--|
| Amendment/Addendum No. | | Date: | |
| Amendment/Addendum No. | | Date: | |
| Amendment/Addendum No. | | Date: | |
11. Any dispute relating to the RFEOI (except to the extent that the City breaches Section 10 above) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:
- (a) The arbitrator will be selected by the City's Director of Legal Services;
 - (b) Section 9 of this letter, and the other provisions hereof, will apply; and
 - (c) The Respondent will bear all costs of the arbitration.
12. The Respondent (a) has read, understands and agrees to the terms and conditions in this letter, (b) has had an opportunity to seek legal counsel and (c) affirms that the statements made in its Expression of Interest are true and correct in every detail.

Respondent Name(S):	
Signature:	x _____
Name of Signatory:	
Title of Signatory:	
Mailing Address:	
Cheque Payable/Remit to Address:	
Telephone No.:	
Fax No.:	
Key Contact Person:	
Key Contact Email:	
GST Registration No.:	

Date and Jurisdiction of Incorporation:	
City of Vancouver Business License No. (or, if available, Metro West Inter-Municipal Business License No.):	
WorkSafeBC Registration No.:	

**SCHEDULE C
BACKGROUND INFORMATION**

This section will not be scored, but provides background information for the Expression of Interest.

1. Organizational Structure and Current Operations

- a) Describe the Respondent’s organizational and reporting structure, including the board, and where childcare operations currently fit, or are proposed to fit, within that structure. If childcare operations are connected to other centres through a childcare hub*, outline the hub’s role. *Max: 2000 characters*

** Childcare hubs are a model where individual centres, with separate boards, share common resources through a central organization. The resources vary between hubs, but could include administration, policy, planning, human resources, and service coordination.*

- b) Provide a list of current licensed childcare facilities and programs in Vancouver operated by the Respondent. (May be provided as an attachment if preferred).

Centre Name	Centre Address	Licensed Childcare Programs (One row per program license)	Licensed capacity

2. Facilities of Interest

Respondents may express interest in one or more of the 4 upcoming childcare centre facilities whose operator selection is considered in this RFEOI process. For more information about each facility, see Section 1.2 General Information - Background.

a) Number the facilities considered in this RFEOI in order of the Respondent's preference, with 1 representing the most preferred facility, leaving blank any facility(ies) for which the Respondent does not wish to be considered as a potential operator.

- Childcare at David Lloyd George Elementary School
- Childcare at the Gastown Parkades
- Childcare at Pearson Dogwood
- Childcare and Social Purpose Facility at Fraser Commons

b) What is the maximum number of new facilities, of the numbered list in question 1 above, which the Respondent would be interested in (and have self-identified capacity for) taking on as a new operator?

SCHEDULE D ELIGIBILITY CRITERIA

The eligibility criteria for this RFEOL are as follows:

- (a) Respondents must be a registered non-profit society in good standing with BC Registry Services with an active governing body composed of volunteers. Respondents must also be registered and in good standing with WorkSafeBC.
- (b) Respondents must have policies and procedures in place to ensure sound governance, and must have ability and capacity to maintain proper financial records, and to purchase insurance addressing the insurance and liability insurance requirements outlined in the Form of Agreement.
- (c) Society by-laws must include provisions that no board director can be remunerated for being a director, and that staff members cannot be voting members of the board or executive.

Respondents must submit the following in order for the City to assess whether they meet the above eligibility criteria.

1. Submission Requirements: Organization Structure and Status

- a) A current corporate registry search
- b) A copy of organization bylaws.
- c) A copy of Society constitution
- d) A clearance letter from WorkSafeBC confirming that the Respondent society is registered and in good standing.

2. Submission Requirements: Financial Capacity

Submission requirements vary depending on the childcare experience of the Respondent organization, as follows.

If available, please submit audited statements to meet requirements below. If audited statements are not available, submit financial statements endorsed by two signing officers of the Board of Directors.

Child care-focused organizations currently operating a single child care centre (e.g. a stand-alone childcare society) should submit the following:

- a) Financial statements for the organization from the previous 3 years.

Organizations currently operating one or more ECD centres or programs (e.g. a neighbourhood house whose current operations include child care, or a child care-focused organization currently operating multiple child care centres) should submit the following:

- a) Financial statements for the parent organization for the previous 3 years.
- b) Financial statements for ONE comparable child care or early childhood development facility or program run by the Respondent, for the previous 3 years.

An organization without any childcare experience should submit the following:

- a) Financial statements of the parent organization for the previous 3 years.

[Schedule D - continued from previous page]

- c) Financial statements and a commitment letter from any key backing organizations

3. Submission Requirements: Administrative Capacity

Submit the following required document:

- a) Minutes from the society's previous 3 AGMs, and minutes from the past year's board meetings.

4. Submission Requirements: Insurability

Submission requirements vary depending on the childcare experience of the Respondent organization, as follows.

Child care-focused organizations currently operating a single child care centre (e.g. a stand-alone childcare society) should submit the following:

- a) An insurance undertaking letter prepared by a licensed insurer to address insurance and liability insurance requirements outlined in the Form of Agreement in Schedule I.
- b) A certificate of existing insurance for the childcare centre currently in operation

Organizations currently operating one or more ECD centres or programs (e.g. a neighbourhood house whose current operations include child care, or a child care-focused organization currently operating multiple child care centres) should submit the following:

- a) An insurance undertaking letter prepared by a licensed insurer to address insurance and liability insurance requirements outlined in the Form of Agreement in Schedule I.
- b) A certificate of existing insurance for ONE comparable child care or early childhood development program run by the Respondent in British Columbia

An organization without any childcare experience should submit the following:

- a) An insurance undertaking letter prepared by a licensed insurer to address insurance and liability insurance requirements outlined in the Form of Agreement in Schedule I.

SCHEDULE E
EVALUATION CRITERIA - ADMINISTRATIVE, FINANCIAL AND OPERATIONAL CAPACITY

Successful childcare operators demonstrate administrative and financial viability. Key indicators of viability include sustainable finances, sound planning and good governance. Evaluation will also consider an organization's local track record of efficiency, effectiveness and stability as a non-profit society.

The character count limit for all response fields in Schedule E is 2,000 characters, or roughly 300 words. While brevity is appreciated, Respondents should include all information that the City should consider in evaluating the Expression of Interest. Review panel members may not be familiar with the work of the Respondent organization.

1. Organizational Capacity and Planning

a) Submit the following materials:

Organizational mission, vision and mandate

b) Summarize key organizational history and milestones, including information specific to childcare and family programming, or otherwise related to programming proposed in Schedule G. Highlight any major shifts in organizational focus and changes to childcare programs, facilities or licenses.

- c) What staffing and/or resource changes will be required to administer and manage operations of the additional facility/ies and how do you anticipate funding these changes?

- d) Describe the organization's experience as a tenant in British Columbia (including number and length of tenancies) and/or as a responsible facility owner?

[Schedule E - continued from previous page]

2. Governance

a) Submit the following materials:

- Relevant policy documents, including those addressing the following, if applicable
 - Human resources policies (recruitment, employee relations and protocols)
 - Board conflict of interest guidelines
 - Board recruitment policies (e.g. length of board term, phasing of renewal if applicable, dedicated positions to particular groups such as parents or elders)
 - Board job descriptions

b) How do your governance policies help the organization to make good decisions?

- c) Briefly describe a key strength of your current board, and a key challenge they are currently addressing

d) Complete the following table listing current board members

	Last Name	First Name	Board Position	Occupation (if 'retired', please indicate pre-retirement occupation)	Parent of Child Currently Enrolled? (Y/N)	Current Term (m/y - m/y)	Date First Joined Board (m/yr)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

[Schedule E - Question 2 - continued from previous page]

- e) Optional: With reference to the minutes for AGMs and board meetings provided above, would any background information or explanation be helpful to inform evaluation of the organization's administrative capacity? If so, provide it here.

3. History of VCH Licensing Inspections and Enforcement

To inform evaluation of operational capacity, the City may prepare Freedom of Information requests to access past Community Care Facility Licensing records of inspections and risk ratings of current or past child care programs operated by Respondent organizations.

- a) Does any childcare operated by the Respondent organization have a history of licensing enforcement action in the past 10 years by Community Care Facilities Licensing at VCH or another BC Health Authority? (Enforcement action includes temporary or permanent suspension of license or reduction of licensed capacity for any program or facility.)

Yes No

- b) If yes, please list facility address and date of licensing enforcement incidences

Facility Address	Program Type	Dates of license suspension/reduction (inclusive)

- c) Optional: If applicable, provide any comments or background information with regards to history of licensing enforcement or inspections reports for childcare centres operated by the proponent organization, including how organizational policies and/or practices have changed as a result.

4. Current Financial Viability

Recent financial history will supplement City evaluation of financial statements (submitted in Schedule D above) to assess current financial viability and capacity.

- a) If current year financial statements (submitted as part of Schedule D above) show a deficit, explain the circumstances.

[Schedule E - Question 4 - continued from previous page]

- b) If financial statements for current childcare programs show deficits, describe how they are covered from year to year. (e.g. one program subsidizes another)

- c) What significant grants for childcare, child development or family programs has the organization applied for over the last three years, and were the applications successful?

5. Financial Planning

a) Submit the following required material.

Prepare a separate submission for each childcare centre facility for which the Respondent wishes to be considered, labeling each file with the facility name.

A budget for the first year of operations at the new facility, using the City of Vancouver Childcare Budget Template spreadsheet provided as Appendix 1 to Schedule E, and including:

- estimated revenues
- estimated expenditures (including foreseen startup costs)
- contributing to a contingency fund/maintenance reserve, etc.
- proposed fee schedule, by program

b) Do you anticipate any changes to the organization's funding model, fundraising capacity, or financial priorities over the next 5 years? If so, what changes are anticipated?

6. Optional: Supporting Documents for Administrative, Financial and Operational Viability

Submit the following optional materials to support evaluation, if available and applicable (may not apply to all Respondents):

- a) A strategic plan for the organization
- b) A letter of reference from a current or previous landlord, preferably for childcare space
- c) Recent reports on building condition and/or facility management (e.g. maintenance plans, capital plans, annual inspections) for facilities currently operated by the Respondent.

**APPENDIX 1 TO SCHEDULE E
VANCOUVER CHILD CARE BUDGET TEMPLATE**

The budget for the first year of operations at the new facility, as required in Schedule E, Question 5a above, should be submitted as an attachment, using the City of Vancouver Childcare Budget Template spreadsheet file provided. Note that a separate budget submission is required for each childcare centre for which the Respondent wishes to be considered.

The Budget Template file includes multiple tabs, including Instructions and Explanatory Notes. The Budget file submitted for each facility of interest must include clearly labeled completed tabs for both the Annual Budget and Childcare Start Up Budget. The Budget Template file submitted for Fraser Commons must also include the Annual Social Facility Budget tab.

See separate spreadsheet document “Appendix 1 to Schedule E” for the City of Vancouver Childcare Budget Template spreadsheet file.

**SCHEDULE F
EVALUATION CRITERIA - CURRENT OPERATIONS**

To fully meet the needs of Vancouver families, early childhood development organizations should demonstrate commitments to quality, affordability, and accessibility. These values are reflected in thoughtfully developed pedagogy, curriculum and programming, inclusive policies, and operating practices that meet diverse needs in the communities they currently serve.

Character limits for each fillable response field are noted below. While brevity is appreciated, Respondents should include all information that the City should consider in evaluating the Expression of Interest. Review panel members may not be familiar with the work of the Respondent organization.

1. Current Programming and Service Delivery (Early Learning and Family Programs)

a) Submit the following required material:

- Sample planning materials and/or documentation of existing childcare, child development or family programming (e.g. sensory, art, cognitive, language/literacy, science and nature, construction, music and movement, dramatic programs or activities)

b) Submit the following optional materials:

- i) Evidence of neighbourhood partnerships (e.g. flyers, reports, newsletters)
- ii) Any additional documents available to support evaluation of the organization's current programming and service delivery

c) Summarize the organization's history of operating child care and/or child development/family programs in BC. *Max: 1500 characters*

[Schedule F - Question 1- continued from previous page]

d) Briefly describe the organization’s vision for quality child care programming. Address program philosophy and approaches to pedagogy and curriculum. This could include references to program philosophies, the BC Early Learning Framework, or other beliefs held about how children learn and develop. *Max: 3500 characters*

[Schedule F - Question 1 - continued from previous page]

- e) The BC Early Learning Framework is a foundational document for the delivery of quality childcare programming in BC. How does the Respondent use the Early Learning Framework, and how are staff trained in its implementation? *Max: 2000 characters*

[Schedule F - Question 1- continued from previous page]

- f) How does the Respondent set standards and evaluate the quality of its child care/child development/family programs? *Max: 2000 characters*

- g) How do the Respondent's policies and practices promote inclusion, and meet the needs of diverse children and families? (e.g. low-income families, children with disabilities and special needs, cultural, gender and sexual diversity) *Max: 2000 characters*

h) How does the Respondent involve families in planning and delivery of childcare services and/or child development/family programs? *Max: 2000 characters*



[Schedule F - continued from previous page]

2. **Current Social Purpose Community Programming and Service Delivery**
(Required ONLY for Respondents expressing an interest in operating childcare and social purpose facility at Fraser Commons. Please disregard this question if not expressing interest in the Fraser Commons facility.)

a) Submit the following material:

Sample planning materials and/or documentation of existing community-based social programming (e.g. programming to serve seniors, newcomers, families or other broad or targeted populations)

b) Submit the following optional materials:


i) Evidence of neighbourhood partnerships for social purpose community programming (e.g. flyers, reports, newsletters)

ii) Any additional documents available to support evaluation of the organization's current community programming and service delivery

c) Summarize the organization's history of operating community-based social programs in BC.
Max: 1500 characters

[Schedule F - Question 2 - continued from previous page]

- d) How does the Respondent develop and adapt social purpose community programming to address evolving community needs, and how do the Respondent's policies and practices meet the needs of diverse populations in the community? *Max: 3500 characters*



SCHEDULE G
EVALUATION CRITERIA - PROPOSED PROGRAMMING AND COMMUNITY PARTNERSHIPS

A successful childcare operator is able to propose a childcare model that thoughtfully supports their mission and vision, as well as the delivery of quality childcare. Strong connections between a childcare centre and the surrounding community support collaborative service delivery to meet local needs.

Character limits for each fillable response field are noted below. While brevity is appreciated, Respondents should include all information that the City should consider in evaluating the Expression of Interest. Review panel members may not be familiar with the work of the Respondent organization.

Prepare a separate submission for Schedule G for each facility for which the organization would like to be considered. Additional Schedule G files should be submitted as attachments.

FACILITY NAME:

1. Proposed Programming and Partnerships (Early Learning and Family Programs)

While the programming offered at City-owned childcare centres varies depending on the operator and communities served, basic requirements apply to all programs. The premises of a City-owned childcare facility must be used for the delivery of licensed child care programs on a full time basis. The premises may also be used for support activities including but not limited to office, early care and learning programs for children up to age 12, parenting and family development programs, and similar activities compatible with early care and learning services, on the condition that such does not interfere with the child care services requirements.

a) Submit the following required material in one or more attachments.

- A broad programming proposal overview designed to meet the needs of the subject community through the services of the childcare centre. The proposal should include:
- Hours of operation for childcare programs
 - A sample daily schedule
 - A sample program of activities for each childcare program proposed for the facility. Programs of activities should address Schedule G of the VCH Childcare Licensing Regulations and elements of the BC Early Learning Framework. https://www.bclaws.ca/Recon/document/ID/freeside/332_2007#ScheduleG
<https://www2.gov.bc.ca/gov/content/education-training/early-learning/teach/early-learning-framework>
 - Plans for inclusion of children with special support needs and internal subsidies (e.g. to include low income families or families with special needs) if applicable
 - Other child development, family, or community services that may be offered in the facility, building on the child development hub model.
 - Potential partnerships and connections within the local community

[Schedule G - Question 1- continued from previous page]

- b) What does the Respondent see as key needs faced in the community which the proposed childcare will serve? How were these needs identified? How would the organization address these needs? Include examples of how the organization has met needs of the communities it currently serves. *Max: 3500 characters*

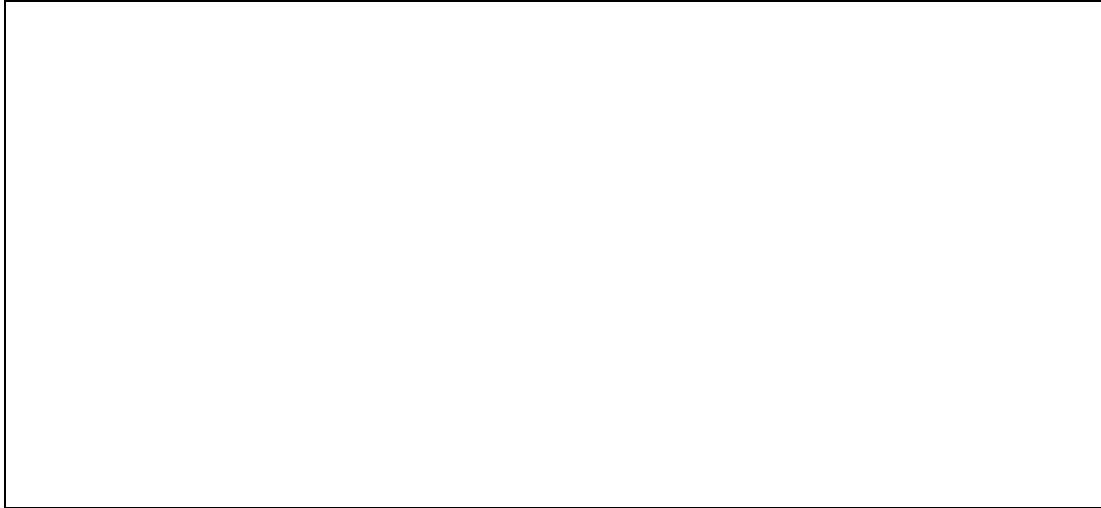
[Schedule G - Question 1 - continued from previous page]

- c) City-owned childcare centres are generally required to implement priorities for program enrollment, with first priority to children and families currently enrolled in the program, and second priority for families residing or working in Vancouver. If the organization would propose any additional waitlist priority criteria, specify the proposed order of enrollment priority and/or allocation of spaces. *Max: 1000 characters*

- d) If enrollment priorities are proposed in c) above, describe the rationale (e.g. community need, operational considerations) *Max: 1500 characters*

[Schedule G - Question 2 - continued from previous page]

- b) Briefly describe collaboration with other community service providers in planning and coordination of services within the neighbourhood. If the Respondent organization does not currently provide services within the neighbourhood, describe how the organization would go about establishing partnerships and links to existing services in the neighbourhood.
Max: 2000 characters



3. **Proposed Use of Preschool/Flex Space**
(Required ONLY for Respondents expressing an interest in operating childcare at David Lloyd George Elementary School, and/or Pearson Dogwood - Please disregard this question if this Schedule G is targeted for a different facility.)

The childcare facilities at David Lloyd George and Pearson Dogwood will include a preschool/flex space designed to be licensable for a 20-space preschool program. Depending on operator proposals and community need, this space could be used for other childcare, child development or family programming instead of or in addition to preschool. At centres located near elementary schools where there is a demonstrated need for additional school age care spaces, proposals are strongly encouraged to include school age child care.

Describe how the organization would program the preschool/flex space. Include rationale addressing community need and operational considerations. *Max: 3000 characters*

4. Proposed Community Programming and Service Delivery
(Required ONLY for Respondents expressing an interest in operating childcare and the Social Purpose Facility at Fraser Commons. Disregard this question if this Schedule G is targeted for a different facility.)

a) Submit the following required material in one or or more attachments.

A broad programming proposal overview designed to meet the needs of the subject community through the services of the Social Purpose Facility. The proposal should include:

- Hours of operation for proposed programs
- A sample weekly schedule
- Potential partnerships and connections within the local community
- Information about the proposed operating model

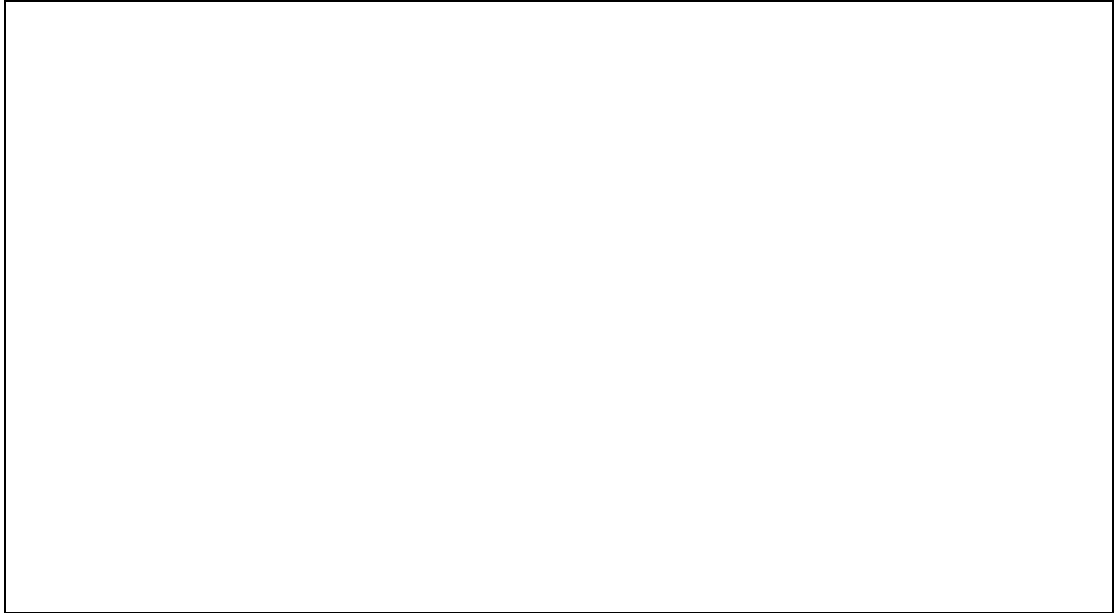
[Schedule G - Question 4 - continued from previous page]

- b) What does the Respondent see as key unmet needs in the community which the proposed community programs at the Social Purpose Facility will serve, and how would the organization address these needs? How were these needs identified (eg. Census data, current involvement in the neighbourhood)? Include examples of how the organization has met needs of the communities it currently serves. *Max: 3500 characters*

[Schedule G - Question 4 - continued from previous page]

- c) The Social Purpose Facility at Fraser Commons is designed to integrate with the childcare centre, with kitchen and office spaces shared between the uses. How will the proposed community programs integrate, operationally, with childcare programs on site?

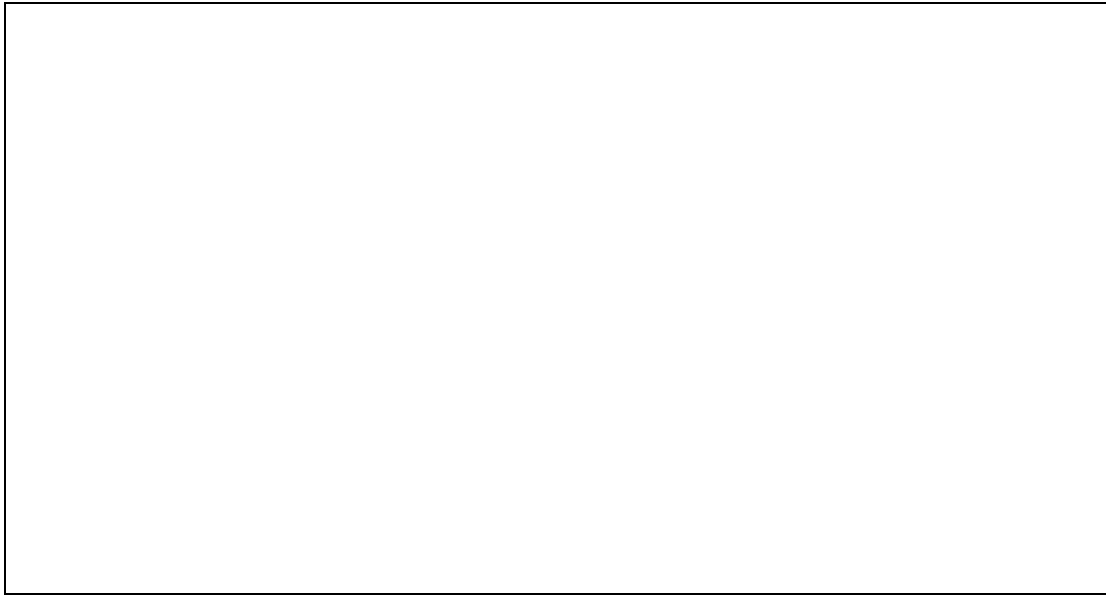
Max: 2500 characters



[Schedule G - Question 4 - continued from previous page]

- d) Are you aware of other organizations serving the same target population(s) as the Respondent organization is proposing to serve in this community? Have you been in contact with them, and if so, how would your programs compliment each other?

Max: 2500 characters

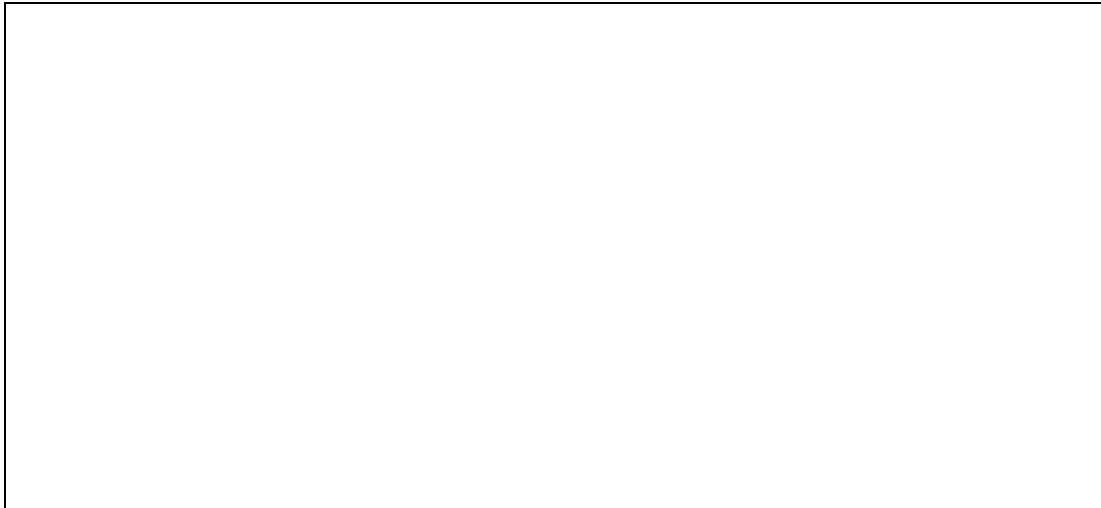


5. **Serving Diverse Populations in Gastown**

(Required ONLY for Respondents expressing an interest in operating childcare centres at the Gastown Parkades. Disregard this question if this Schedule G is targeted for a different facility.)

The Gastown Parkades childcare centres are expected to serve a diverse mix of families including downtown office workers, low income communities, and/or other priority groups. What considerations and approaches would the Respondent take to developing appropriate and culturally competent programming to support a diverse community of families?

Max: 2000 characters



**SCHEDULE H
CONFLICTS**

Complete this Schedule H - Conflicts, in the form set out below by setting out any exceptions to the declarations in Sections 6.1 and 6.2 of SECTION 1 - GENERAL INFORMATION or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to General Conflicts (Section 6.1)	
Exceptions to Declaration as to Conflicts Involving Former City Employees (Section 6.2)	

**SCHEDULE I
FORM OF AGREEMENT**

See the separate Schedule I PDF file, which includes:

- General precedent Childcare Lease
- Draft Service Level Agreement (SLA) for each of childcare centres at:
 - David Lloyd George Elementary School
 - Gastown Parkades
 - Pearson Dogwood
 - Childcare and Social Purpose Facility at Fraser Commons
- General precedent Public Service Requirements for childcare centres

SCHEDULE G
EVALUATION CRITERIA - PROPOSED PROGRAMMING AND COMMUNITY PARTNERSHIPS

A successful childcare operator is able to propose a childcare model that thoughtfully supports their mission and vision, as well as the delivery of quality childcare. Strong connections between a childcare centre and the surrounding community support collaborative service delivery to meet local needs.

Character limits for each fillable response field are noted below. While brevity is appreciated, Respondents should include all information that the City should consider in evaluating the Expression of Interest. Review panel members may not be familiar with the work of the Respondent organization.

Prepare a separate submission for Schedule G for each facility for which the organization would like to be considered. Additional Schedule G files should be submitted as attachments.

FACILITY NAME:

1. Proposed Programming and Partnerships (Early Learning and Family Programs)

While the programming offered at City-owned childcare centres varies depending on the operator and communities served, basic requirements apply to all programs. The premises of a City-owned childcare facility must be used for the delivery of licensed child care programs on a full time basis. The premises may also be used for support activities including but not limited to office, early care and learning programs for children up to age 12, parenting and family development programs, and similar activities compatible with early care and learning services, on the condition that such does not interfere with the child care services requirements.

a) Submit the following required material in one or or more attachments.

- A broad programming proposal overview designed to meet the needs of the subject community through the services of the childcare centre. The proposal should include:
 - Hours of operation for childcare programs
 - A sample daily schedule
 - A sample program of activities for each childcare program proposed for the facility. Programs of activities should address Schedule G of the VCH Childcare Licensing Regulations and elements of the BC Early Learning Framework. https://www.bclaws.ca/Recon/document/ID/freeside/332_2007#ScheduleG
<https://www2.gov.bc.ca/gov/content/education-training/early-learning/teach/early-learning-framework>
 - Plans for inclusion of children with special support needs and internal subsidies (e.g. to include low income families or families with special needs) if applicable
 - Other child development, family, or community services that may be offered in the facility, building on the child development hub model.
 - Potential partnerships and connections within the local community

b) What does the Respondent see as key needs faced in the community which the proposed childcare will serve? How were these needs identified? How would the organization address these needs? Include examples of how the organization has met needs of the communities it currently serves.

Max: 3500 characters

- c) City-owned childcare centres are generally required to implement priorities for program enrollment, with first priority to children and families currently enrolled in the program, and second priority for families residing or working in Vancouver. If the organization would propose any additional waitlist priority criteria, specify the proposed order of enrollment priority and/or allocation of spaces. *Max: 1000 characters*

- d) If enrollment priorities are proposed in c) above, describe the rationale (e.g. community need, operational considerations) *Max: 1500 characters*

2. Current Community Connections and Collaboration

This section seeks to capture highlights of partnerships and connections within the local community to support programming proposed for the particular childcare facility. Comprehensive details are not required.

- a) List programs currently or recently offered by the applicant in the neighbourhood (as defined by the applicant). Focus on programs relevant to early childhood development or to the proposed program model (e.g. child and family programing, programs serving targeted communities).

Program Name	Program Location (Address)	Population Served	Brief Description
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- b) Briefly describe collaboration with other community service providers in planning and coordination of services within the neighbourhood. If the Respondent organization does not currently provide services within the neighbourhood, describe how the organization would go about establishing partnerships and links to existing services in the neighbourhood.
Max: 2000 characters

3. Proposed Use of Preschool/Flex Space
(Required ONLY for Respondents expressing an interest in operating childcare at David Lloyd George Elementary School, and/or Pearson Dogwood - Please

disregard this question if this Schedule G is targeted for a different facility.)

The childcare facilities at David Lloyd George and Pearson Dogwood will include a preschool/flex space designed to be licensable for a 20-space preschool program. Depending on operator proposals and community need, this space could be used for other childcare, child development or family programming instead of or in addition to preschool. At centres located near elementary schools where there is a demonstrated need for additional school age care spaces, proposals are strongly encouraged to include school age child care.

Describe how the organization would program the preschool/flex space. Include rationale addressing community need and operational considerations.

Max: 3000 characters

4. Proposed Community Programming and Service Delivery
(Required ONLY for Respondents expressing an interest in operating childcare and the Social Purpose Facility at Fraser Commons. Disregard this question if this Schedule G is targeted for a different facility.)

- a) Submit the following required material in one or or more attachments.
 - A broad programming proposal overview designed to meet the needs of the subject community through the services of the Social Purpose Facility. The proposal should include:
 - Hours of operation for proposed programs

REFOI - No.2 - Schedule G

- A sample weekly schedule
- Potential partnerships and connections within the local community
- Information about the proposed operating model

b) What does the Respondent see as key unmet needs in the community which the proposed community programs will serve, and how would the organization address these needs? How were these needs identified (eg. Census data, current involvement in the neighbourhood)? Include examples of how the organization has met needs of the communities it currently serves. *Max: 3500 characters*

c) The Social Purpose Facility at Fraser Commons is designed to integrate with the childcare centre, with kitchen and office spaces shared between the uses. How will the proposed community programs integrate, operationally, with childcare programs on site?

Max: 2500

characters

d) Are you aware of other organizations serving the same target population(s) as the Respondent organization is proposing to serve in this community? Have you been in contact with them, and if so, how would your programs compliment each other?

Max: 2500

characters

5. Serving Diverse Populations in Gastown
(Required ONLY for Respondents expressing an interest in operating childcare centres at the Gastown Parkades. Disregard this question if this Schedule G is targeted for a different facility.)

The Gastown Parkades childcare centres are expected to serve a diverse mix of families including downtown office workers, low income communities, and/or other priority groups. What considerations and approaches would the Respondent take to developing appropriate and culturally competent programming to support a diverse community of families?

Max: 2000 characters

PRECEDENT CHILDCARE LEASE (GENERAL)

THIS LEASE is dated for reference the ____ day of _____, 20____,

BETWEEN:

CITY OF VANCOUVER, a municipal corporation with offices at
453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

(the "City") or (the "Landlord")

AND:

(Soc. No. S-_____), a society with offices at
_____, Vancouver, British Columbia, _____

(the "Society") or (the "Tenant")

PREMISES:

Name of Childcare Centre: _____

Civic Address: _____

Legal Description: PID: _____, _____

TERM:

_____ (__) years commencing _____, 20__ (the "Commencement Date")

POSSESSION:

_____, 20__ (the "Possession Date")

RENT:

TEN DOLLARS (\$10.00) for the Term payable in advance, plus any applicable sales taxes.

OPTIONS TO RENEW:

_____ (__) options to renew, each for _____ (__) years.

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WITNESSES THAT WHEREAS:

- A. The City is the owner of all and singular those lands and premises situate in the City of Vancouver, in the Province of British Columbia, having a civic address of _____, Vancouver, and legally described as:

PID: _____

which lands and premises are hereinafter called the "Premises" as depicted on the plan attached hereto as Schedule "A";

- B. The City has caused to be constructed within the Premises a childcare facility;
- C. The City wishes to have childcare service provided at the Premises and in that regard issued a Request for Proposals (the "RFP") to solicit proposals from childcare service providers;
- D. The Society was the successful proponent under the RFP and the Vancouver City Council, by resolution made at its meeting on _____, resolved to lease the Premises to the Society for the provision of childcare services upon the covenants, terms and conditions herein set out; and
- E. Both the City and the Society agree that childcare services ought to be provided in the manner described in the April 23, 2002 City of Vancouver report titled "Moving Forward" Childcare: A Cornerstone of Child Development Services.

NOW THEREFORE in consideration of the rents, covenants, terms and conditions herein contained on the part of the Society to be paid, observed and performed, the City does hereby demise and lease the Premises to the Society and the Society does hereby take and rent the Premises subject to the Prior Encumbrances and upon the covenants, terms and conditions set out herein.

**ARTICLE 1
DEFINITIONS**

1.1 Definitions. In this Lease the following terms have the definitions now given:

- (a) "Alterations" means any additions, renovations, modifications or alterations to the Premises or redecoration of the Premises or erections on the Premises;
- (b) "ASP 1" means _____, as shown on Schedule "A";
- (c) "ASP 1 Owner" means the registered owner of ASP 1;
- (d) "ASP 2" has the meaning given in Recital __, and specifically means [...], which has or will be subdivided by the Strata Plan to create the Strata Lots and the Common Property;
- (e) "ASP 2 Owner" means the registered owner of ASP 2, and if ASP 2 is stratified

by the filing of a Strata Plan at the Land Title Office, means the Strata Corporation;

- (f) "ASP Agreement" means the legal agreement registered in the Land Title Office under numbers _____;
- (g) "ASP Facilities" means those facilities (which may include, but are not limited to, emergency pedestrian exit routes, pedestrian access routes, service rooms and vehicular access routes) located within portions of the Development excluding [...], over which the City has easements or rights of access pursuant to the ASP Agreement, including without limitation _____, as shown on Schedule "B";
- (h) "*Builders Lien Act*" means the *Builders Lien Act*, S.B.C. 1997, c. 45;
- (i) "Building" has the meaning given in Recital ___;
- (j) "*Canadian Human Rights Act*" means the *Canadian Human Rights Act*, R.S.C., 1985, c. H-6;
- (k) "Childcare Drop-Off Parking Spaces" means the _____ (___) parking spaces located in that portion of the [P1] level of the Parkade shown on Schedule "C";
- (l) "Childcare Parking Spaces" means the Childcare Drop-Off Parking Spaces and the Childcare Staff Parking Spaces;
- (m) "Childcare Staff Parking Spaces" means the _____ (___) parking spaces located in that portion of the [P1] level of the Parkade shown on Schedule "C";
- (n) "City's Personnel" means all of the City's officials, officers, employees, agents, contractors, subcontractors, licensees and permittees;
- (o) "Common Area Costs" has the meaning given at Section 6.3;
- (p) "Common Property" refers to the common property depicted on the Strata Plan and has the meaning ascribed thereto in the *Strata Property Act*;
- (q) "*Community Care and Assisted Living Act*" means the *Community Care and Assisted Living Act*, S.B.C. 2002, c. 75;
- (r) "Contaminants" means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, special waste, waste, polychlorinated biphenyls ("PCBs"), PCB-containing equipment or materials, pesticides, defoliants, or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws;
- (s) "Development" has the meaning given in Recital ___;
- (t) "Environmental Laws" means any and all statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, permits and other lawful

requirements of any governmental authority having jurisdiction over the Premises now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, protection of any form of plant or animal life, or transportation of dangerous goods, including the principles of common law and equity;

- (u) *"Environmental Management Act"* means the *Environmental Management Act*, S.B.C. 2003, c. 53;
- (v) *"First Renewal Term"* has the meaning given at Section 19.1;
- (w) *"Human Rights Code"* means the *Human Rights Code*, R.S.B.C. 1996, c. 210;
- (x) *"Land Title Office"* means the Land Title Office for the jurisdiction in which the Premises are situate;
- (y) *"Parkade"* has the meaning given in Recital ____;
- (z) *"Permitted Uses"* has the meaning given at Section 4.3(c);
- (aa) *"Play Yard"* means the outdoor space of approximately _____ sq. ft. which is dedicated for the exclusive use by the Society, and is included in the demise of the Premises hereunder to the Society, as shown labelled as "Outdoor Area" on Schedule "A";
- (bb) *"Prior Encumbrances"* means those legal notations, charges, liens and interests registered against title to the Premises, as shown on the title search attached hereto as Schedule "F";
- (cc) *"Public Service Requirements"* means the City's requirements for the public service to be provided by the Society in the Premises, in the form attached hereto as Schedule "E", and to be completed in accordance with Section 4.6, as may thereafter be amended from time to time;
- (dd) *"Remainder Owner"* means the registered owner of the Remainder Parcel;
- (ee) *"Remainder Parcel"* has the meaning given in Recital ____, and specifically means PID: _____;
- (ff) *"Rent"* has the meaning given at Section 3.1;
- (gg) *"Second Renewal Term"* has the meaning given at Section 19.2;
- (hh) *"Service Level Agreement"* means the service level agreement attached hereto as Schedule "D";
- (ii) *"Society's Personnel"* means all the Society's officers, employees, agents, contractors, subcontractors, licensees, permittees or their respective invitees;
- (jj) *"Strata Corporation"* means the strata corporation established upon the deposit of the Strata Plan at the Land Title Office;

- (kk) "Strata Lots" means the strata lots created by the strata subdivision of ASP 2;
- (ll) "Strata Plan" means strata plan _____ pursuant to the *Strata Property Act* which will, upon being filed at the Land Title Office, subdivide ASP 2 into the Strata Lots;
- (mm) "Strata Owners" means collectively, the registered owners of the Strata Lots;
- (nn) "*Strata Property Act*" means the *Strata Property Act*, R.S.B.C. 1998, c. 43; and
- (oo) "Term" means the term of _____ (____) years commencing on the Commencement Date and ending at 11:59 p.m. on _____, 20____.

1.2 Interpretation.

- (a) The words "include" and "including" are to be construed as meaning "including, without limitation".
- (b) The division of this Lease into Articles and Sections, and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Lease. The terms "this Lease", "hereof", "hereunder" and similar expressions refer to this Lease and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles are to Articles of this Lease.
- (c) Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words incorporating persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
- (d) This Lease shall be governed by and in accordance with the laws of the Province of British Columbia.
- (e) Any reference to a statute is to the British Columbia statute and its regulations (unless specified to be a federal statute) in force on the date this Lease is fully executed, and to subsequent amendments to or replacements of the statute or regulations.

ARTICLE 2 DEMISE, TERM AND EARLY TERMINATION

2.1 Demise and Term. Subject to the Prior Encumbrances and in consideration of the rents, covenants and conditions herein on the part of the Society to be performed and observed, the City hereby leases the Premises to the Society to have and to hold the same for and during the Term, [PROVIDED that the Society will have possession of the Premises as and from the Possession Date and will observe and abide by all terms, covenants and conditions of this Lease as and from the Possession Date (including the insurance requirements) EXCEPT

that the obligation to pay Rent as well as the rent referred to in Sections 6.1, 6.2 and 6.3 will not arise until the Commencement Date.]

2.2 Early Termination. In addition to any other provisions of this Lease which contemplate early termination:

- (a) the Society may terminate this Lease upon giving the City not less than ninety (90) days' written notice of such termination;
- (b) the City may terminate this Lease upon giving the Society not less than ninety (90) days' written notice of such termination if the Vancouver City Council is not satisfied with:
 - (i) the group childcare service provided by the Society;
 - (ii) any of the Society's replies to inquiries from the City pursuant to Section 4.5; or
 - (iii) the Society's performance of its obligations under the Public Service Requirements or the Service Level Agreement, including, in respect of the latter, any payment obligations,

and Vancouver City Council's dissatisfaction shall be expressed by a resolution approved by a simple majority of those hearing the issue;

- (c) if the Vancouver City Council resolves that the Premises should be put to a use other than a childcare, the City may terminate this Lease, such termination to be effective six (6) months following:
 - (i) issuance of a development permit for a non-childcare use if the City proposes to implement such use directly; or
 - (ii) issuance of a development permit for a non-childcare use and entering into a contract for the sale or lease of the Premises to a third party,

and upon twenty-four (24) hours prior notice, the City and/or third parties authorized by the City may inspect the Premises and conduct tests to help decide upon or implement a use other than childcare.

No compensation is payable for termination pursuant to this section.

ARTICLE 3 RENT AND TAXES

3.1 Rent. Yielding and paying therefor in advance TEN DOLLARS (\$10.00) plus any applicable sales taxes, as rent for the whole Term (the "Rent"). The Rent together with any additional rent payable by the Society hereunder is referred to as "rent" in this Lease.

3.2 Net Lease. This Lease shall be completely net to the City in respect of the Premises, save and except for those certain capital and other costs which are the responsibility of the City as provided in the Service Level Agreement.

3.3 Payments Generally. All payments by the Society of whatsoever nature required or contemplated by this Lease shall be:

- (a) paid to the City by the Society in lawful currency of Canada;
- (b) made when due hereunder, without prior demand therefor and without any setoff, compensation or deduction whatsoever at the office of the City's Director of Real Estate Services specified in Section 21.1 or such other place as the City may designate from time to time in writing to the Society;
- (c) applied towards amounts then outstanding hereunder, in such manner as the City may see fit; and
- (d) deemed to be rent, in partial consideration for which this Lease has been entered into, and shall be payable and recoverable as rent, such that the City shall have all rights and remedies against the Society for default in making any such payment which may not be expressly designated as rent as the City has for default in payment of rent.

3.4 Interest on Arrears. When payments owing hereunder by each party to the other are not paid when due, such payments shall bear interest until paid in full at the same per annum rate of interest as the City of Vancouver charges from year to year on overdue taxes on land and its improvements.

3.5 User and Consumption Taxes. The Society shall pay when due all goods and services taxes, value-added taxes, harmonized or other sales taxes and consumption based taxes, rates, levies and assessments which are, from time to time, payable by the Society or the City as a result of, or that would not be payable but for, the rights and obligations contained in this Lease, including but without derogating from the generality of the foregoing, such taxes, rates, levies and assessments payable as a result of any payment obligations herein of the Society to the City. Any loss, costs, charges and expenses which relate to such taxes, rates, levies and assessments suffered by the City may be collected by the City as additional rent with all rights reserved to the City in this Lease in respect of rent in arrears.

3.6 Property Taxes. Should [ASP 1] or any portion thereof or any trade fixtures or chattels therein or any activities of the Society for any reason be or become subject to any property, school, local improvement or other charges or taxes, or any charges or taxes levied under or by virtue of the *Hospital District Finance Act*, R.S.B.C. 1996, c. 203, the *Municipal Finance Authority Act*, R.S.B.C., 1996, c. 325, or any and all other statutes, laws, enactments, regulations and ordinances of the federal or provincial governments or other competent authority which are in the ordinary course lawfully imposed against [ASP 1], then the Society will pay such charges and taxes promptly when due and provide proof of such payment to the City upon request.]

**ARTICLE 4
USE OF PREMISES**

4.1 Suitability of the Premises. The Society agrees that the City has not made, and the Society has not relied upon any, representations or warranties from the City or the City's Personnel as to the state of repair of the Premises or the suitability of the Premises for the uses approved under this Lease.

4.2 Society's Inspection of the Premises. The Society agrees that it has been afforded all reasonable opportunity to inspect the Premises and all relevant documentation in respect thereof and to carry out such audits, investigations, tests and surveys as it considers reasonably necessary to ascertain the state of repair of the Premises and the suitability of the Premises for the uses approved under this Lease, and the Society has independently made all such inspections, audits, investigations, tests and surveys as it regards necessary for the above purposes. It is agreed that the Premises are leased to the Society on an "as-is" basis.

4.3 Childcare Use of Premises and Childcare Parking Spaces.

(a) It is a condition hereof that the Society be licensed, throughout the Term, under the *Community Care and Assisted Living Act* to operate the Premises as a community care facility at which group childcare is provided and the Society will be solely responsible for obtaining all necessary approvals and/or permits for its use and occupation of the Premises. It is a further condition hereof that the Society shall not, during the Term, change, reduce or discontinue any of the group childcare provided at the Premises at the start of this Lease unless such change, reduction or discontinuance is approved in writing by the City, which approval will not be withheld if the City's measure of demand for group childcare service at the Premises warrants such change, reduction or discontinuance.

(b) The Society covenants:

(i) that, throughout the Term, it shall provide the childcare services contemplated by this Lease at the Premises on a full-time basis each day of the week, not including Saturdays, Sundays and statutory holidays;

(ii) that, throughout the Term, the Society shall have the capacity and capability to provide and manage the following childcare spaces and programs:

A. _____ () childcare spaces for infants and/or toddlers;
and

B. _____ () childcare spaces for children ages three to five,

unless otherwise agreed to by the City, in its sole discretion;

- (iii) that, in the normal course of operations, the number of children in daily group care shall not be less than ninety percent (90%) of the maximum number of children permitted to receive group care under the Society's licence;
 - (iv) to accurately record daily the attendance or absence of each child enrolled at the Premises and to preserve these records and to allow the City to inspect the attendance records on reasonable notice and to copy same for the City upon request at the City's cost.
- (c) It is a further condition hereof, and the Society covenants that, the Premises shall only be used to provide the services described in this Section 4.3 and Section 4.4 below (collectively, the "Permitted Uses").
- (d) The Childcare Drop-Off Parking Spaces are reserved twenty-four (24) hours a day, seven (7) days a week for the use of, and the Society covenants that they shall only be used by, those who are dropping off or picking up children enrolled in the Society's programs at the Premises or permitted third party users as referred to in Section 4.4.
- (e) The Childcare Staff Parking Spaces are reserved twenty-four (24) hours a day, seven (7) days a week for the use of, and the Society covenants that they shall only be used by, members of the Society's staff who work at the Premises, or permitted third party users as referred to in Section 4.4.
- (f) The City will ensure that signage is installed which identifies the usage restrictions described in Section 4.3(d) and Section 4.3(e). Such signage will be maintained in accordance with the Service Level Agreement.

4.4 Third Party Use. On condition that it does not interfere with the above childcare use of the Premises and the Public Service Requirements, the Society may also use, and may permit third parties to use, the Premises for compatible community uses and support activities including but not limited to office uses, as well as:

- (a) early childcare development and learning programs for children from the ages of twelve down to newborns; and
- (b) parenting and family development programs, and similar support activities compatible with early care and learning services.

Upon request by the City, the Society will provide to the City a summary of the third party uses for the preceding twelve (12) month period describing, generally:

- (c) the users;
- (d) the dates, times and duration of use; and
- (e) the users' programs or activities.

In its discretion, the City may prohibit third party use of the Premises and if so it shall give to the Society the reasons for its decision to prohibit.

4.5 Inquiries by the City. At its discretion the City may put to the Society written inquiries about any aspect of use of the Premises including use by third parties. Promptly, the Society shall give the City full written replies to all such inquiries.

4.6 Public Service Requirements. Before the parties enter into this Lease or any renewal of this Lease, the Society shall fully complete the form entitled "Public Service Requirements" attached hereto as Schedule "E", and submit it to the City. If the parties agree, Schedule "E" may be revised. For greater certainty, Schedule "E" shall form a part of this Lease and the Society must implement and abide by the requirements articulated therein.

ARTICLE 5 SERVICE LEVEL AGREEMENT

5.1 Service Level Agreement. The City and the Society acknowledge their respective obligations for performance of and payment of costs associated with the matters set out in the Service Level Agreement and hereby agree to perform their respective obligations and to pay their respective costs as set out therein.

ARTICLE 6 UTILITIES, SERVICES AND OPERATING COSTS

6.1 Utilities, Local Improvements and Municipal Utility Charges. [As of the Commencement Date/Possession Date] the Society shall pay all charges, rates, fees and levies on account of utilities and other services provided to the Premises, including, without limitation, any neighbourhood energy utility, heat, hydro, sewer, communications (including internet, cable and telephone), electricity, gas, water, garbage, recycling and all costs associated with monitoring/servicing security and all other expenses and outgoings relating to utilities and services provided to the Premises, including, without limitation, all charges, rates, fees and levies inserted in the real property tax roll for [ASP 1], immediately when due and, upon request, will promptly provide the City with receipts evidencing such payment.

The City of Vancouver collects some utility charges, rates, fees and levies by inserting them in the real property tax roll, such charges, rates, fees and levies include those for water supply, water meter rental, water meter shutoff, air conditioning, fire line, fire line shutoff, sewer, recycling pickup and dumping, recycling cart rental, recycling cart carryout, recycling cart storage, yard waste pickup, yard waste cart rental, garbage pickup and dumping, garbage cart rental and stopping garbage pickup. Notwithstanding that the Premises are currently exempt from taxation, if such charges, rates and levies are inserted in the tax roll for the Premises, the Society shall pay 100% of same upon receiving the City's invoice therefor as if the Premises were not exempt from taxation.

6.2 Operating Costs. Notwithstanding any other provision of this Agreement, the Society shall be responsible for payment of all operating costs for the Premises allocated to the Society under the terms of the Service Level Agreement.

The City, acting reasonably, may, at its option, estimate a portion of the operating costs that may be billed directly to the City for each calendar year of the Term and the Society shall pay to the City monthly in advance on the first day of each calendar month an amount equal to one-twelfth (1/12th) of that estimate. Within ninety (90) days of the end of each such year,

the City will deliver to the Society a statement of the actual amount of the operating costs, and any excess amount due to the Society shall be reimbursed by the City and any shortfall due to the City shall promptly be paid to the City by the Society.

6.3 Common Area Costs. The Society will be responsible for the common area costs associated with the general maintenance of the common areas of the Building and the Development, which would otherwise be attributable to the City under the ASP Agreement (the “**Common Area Costs**”). These expenses are set out in the Service Level Agreement to the best of the City’s knowledge, but may be subject to change as the needs of the Building and the Development become established.

The City, acting reasonably, may estimate the Common Area Costs for each calendar year of the Term and the Society shall pay to the City monthly in advance on the first day of each calendar month an amount equal to one-twelfth (1/12th) of that estimate. Within a reasonable time after determining the actual Common Area Costs, the City will deliver to the Society a statement setting out the Common Area Costs, and any excess amount due to the Society shall be reimbursed by the City and any shortfall due to the City shall be paid within 30 days to the City by the Society.

ARTICLE 7 MAINTENANCE, REPAIRS AND ALTERATIONS

7.1 Maintenance, Repairs and Replacements. The responsibility for the following will be as set out in the Service Level Agreement:

- (a) all costs, obligations and expenses related to the regular repairs and routine maintenance, and any required preventative maintenance of the Premises, including the [Play Yard] and its equipment; and
- (b) all capital/life cycle replacement costs associated with the Premises (eg. mechanical, electrical and plumbing systems and other capital costs including those associated with the building envelope, including roof membrane, wall membrane, exterior painting and any structural components of the Building such as foundation and slab).

Generally, the Society shall:

- (c) except as specifically set out in the Service Level Agreement, NOT be responsible for the cost of maintenance of the base building systems within or dedicated solely to the Premises;
- (d) be responsible for carrying out the routine repair and maintenance of the Premises and keeping them in good repair as would a reasonable and prudent owner of similar premises, reasonable wear and tear and structural elements or defects excepted and in a sanitary, neat, tidy and safe condition and free from nuisance at all times; and
- (e) be responsible for capital costs associated with the Play Yard and its equipment as well as the security systems serving the Premises.

Generally, the City shall, subject always to the availability of funds as set by the Vancouver City Council, be responsible for capital/life cycle replacement of and major repairs to the base building systems and structural components of the Premises (ie. foundations, flooring sub-structure, building envelope and roof). Life cycle replacement shall be wholly at the City's discretion. Life cycle repainting shall also be at the City's discretion and on the City's schedule.

If there is any inconsistency between this Section 7.1 and the Service Level Agreement, the latter shall prevail.

7.2 No Damage. The Society shall not suffer, cause or permit any damage to the [Premises, the ASP Facilities, the Building, the Development or the Parkade.]

7.3 Society Responsible for Damage and Missing Items. Notwithstanding the allocation of responsibilities in the Service Level Agreement, any damage caused by the Society, the Society's Personnel, the Society's invitees or those for whom the Society is vicariously liable shall be repaired or replaced by the Society at its own cost. If further damage results from the Society's failure to promptly perform its obligations to maintain, repair and replace, the Society is liable for the cost of repairing or replacing such further damage. The Society is responsible for lost or stolen appliances, furniture, equipment and supplies. Section 7.1 and the Service Level Agreement are subject to this Section 7.3.

7.4 Inspection by City and Notice to Society. Upon reasonable notice, the City may inspect any and all parts of the inside and outside of the Premises. As to the work which is required of the Society, the City may issue a written notice to the Society requiring the Society to complete its required work within ninety (90) days or such longer period as agreed to by the parties acting reasonably, and failing agreement, as set by the City. If the work required of the Society is not completed within the required time and to the satisfaction of the City, the City may perform such work itself, and the cost of the City performing such work shall be paid by the Society to the City within thirty (30) days of written demand from the City, and the City and the City's Personnel shall not be liable to the Society for any inconvenience, annoyance, disruption, loss of income or liability suffered or incurred by the Society by reason of the City effecting such repairs unless caused by the gross negligence or wrongful intentional acts of the City or those for whom the City is responsible in law.

7.5 City Work. As to any work required to be performed by the City pursuant to this Lease, the City shall complete its required work within sixty (60) days or such longer period as may be needed in the City's reasonable opinion, subject always to the amount of funds currently budgeted by the City for such purposes at the Premises.

7.6 Alterations by City. If the City wishes to perform any Alterations, the City will give the Society reasonable advance notice, except in the case of emergency (the existence of which will be determinable in the sole discretion and opinion of the City) when no notice is required, and the City will use reasonable efforts to minimize the interruption and inconvenience caused to the Society and its use of the Premises in the performance of such work.

7.7 Alterations by Society. The Society shall not carry out or cause to be carried out any Alterations without the City's prior written consent and in the giving of such consent the City

may attach whatever conditions, directions, stipulations, prohibitions or deadlines as it deems appropriate and the same shall be conditions of this Lease. Before giving its consent, the City and the Society shall agree in writing which of them shall choose the architect, which of them shall choose the contractors and which of them shall manage the project, and failing such agreement, the Society may not carry out the Alterations. All such works shall be wholly at the Society's expense but shall be the City's absolute property except to the extent that the same may be reasonably categorized as trade fixtures. Unless the City chooses the architect and all the contractors and wholly manages the project:

- (a) the Society shall be solely responsible for all deficiencies and defects in constructing the Alterations and for all physical damage including consequential damage to the [Premises, the ASP Facilities, the Building, the Development or the Parkade] and any personal injury or bodily injury caused by or resulting from the Alterations;
- (b) the Society will be responsible to obtain, at its sole expense, any and all permits, approvals and authorizations from any governmental authority having jurisdiction, including the City of Vancouver, and abide by all requirements established by such authority, which may be required to undertake the Alterations. As part of the foregoing, the Society will be required to abide by and comply with the Tenant Improvement Checklist, the Notice to Tenants of City Owned Buildings and the Building By-law "Lessee's Undertaking for Tenant Improvements" attached hereto as Schedule "G";
- (c) the Society will ensure that the "prime contractor" responsibility per the *WorkSafe BC Occupational Health and Safety (OHS) Regulation* as adopted under the *Workers Compensation Act*, and more specifically as defined under section 118 of Part 3 of the *Workers Compensation Act*, is duly assigned to a singular contractor, failing which the Society will be the "prime contractor".

By consenting to any Alterations, the City is not in any way (either in its capacity as landlord or as a regulatory public body) stating, warranting or representing that the Alterations are permitted under the City's by-laws. No consent given by the City (and no failure to enforce this Section 7.7 of this Lease) will affect the Society's obligations to comply at its sole expense with all such laws and by-laws as required by Section 15.1 of this Lease.

7.8 Liens and Encumbrances.

- (a) For its Alterations, repairs and other work, the Society shall comply with the *Builders Lien Act* and other statutes, from time to time, applicable thereto, including any provision requiring or enabling the retention of any sum as a holdback.
- (b) If and whenever any builders lien or other lien for work, labour, services or materials supplied to or for the Society or for the cost of which the Society may be in any way liable, or claims therefor arise or are filed against or any mortgage, security agreement or other encumbrance attaches to the title to [ASP 1] or any part thereof, the Society will, within thirty (30) days after receipt of notice thereof, procure the discharge thereof, including any certificate of pending litigation or other notation or charge registered against such title, by payment or giving security or in such other manner as may be

required or permitted by law. Provided, however, that in the event of a *bona fide* dispute by the Society of the validity or correctness of any claim for any such lien, the Society will not be bound by the foregoing, but will be entitled to defend against the same in any proceedings brought in respect thereof after first paying into a court of competent jurisdiction the amount claimed or sufficient security therefor, and such costs as the court may direct. This Section 7.8 shall not prevent the Society from mortgaging or encumbering its chattels, inventory, trade fixtures or equipment which are not fixtures at/of the Premises.

- (c) Pursuant to Section 3(2) of the *Builders Lien Act*, the City may file in the Land Title Office notice of its fee simple interest in [ASP 1], as is permitted by law to ensure that the City's title does not become charged with liens related to this Lease.

ARTICLE 8 LICENCE¹ TO USE ASP FACILITIES

8.1 Licence to Use ASP Facilities. Subject always to the rights of the City set out in the ASP Agreement, the City hereby grants unto the Society and its invitees to the Premises the right and licence to access and use, throughout the Term and any renewals or extensions thereof, the ASP Facilities.

8.2 Provisions Applicable to Exercise of Licence. The Society's rights and obligations in respect of the licence contained in Section 8.1 are subject to, and conditional upon, compliance with the following terms and conditions:

- (a) the Society shall, in its use of the ASP Facilities, conduct itself in a reasonable manner and not treat such facilities in a manner that would leave them in an unclean, untidy or unsanitary condition;
- (b) the Society shall:
- (i) abide by and comply with the City's obligations (as the Owner of [ASP 1]) under the ASP Agreement with respect to the use of the ASP Facilities;
 - (ii) be limited in the exercise of rights under this Lease to the rights of the City, under the ASP Agreement and, if applicable, its obligations in respect of any reasonable rules and regulations promulgated under any parking management agreement that may be entered into with respect to the Parkade;
 - (iii) not do anything or permit anything to be done that would interfere with the [Strata Owners' or the Remainder Owner's] rights over [ASP 1] granted by the City under the ASP Agreement; and

¹ If this is a Sublease or Sub-sublease, use the appropriate term (ie. sublicense or sub-sublicense) rather than licence

- (iv) cause all Society's Personnel to observe and abide by the Society's usage restrictions and rights set forth in this Section 8.2.

**ARTICLE 9
LIABILITY, RELEASE AND INDEMNITY**

9.1 Exclusion of Liability and Release. Except to the extent caused or contributed to by the negligence of the City or of any of the City's Personnel, the City and the City's Personnel shall not be responsible for:

- (a) any personal injury, bodily injury, death or consequential damage of any nature whatsoever, however caused, that may be suffered or sustained by the Society or the Society's Personnel;
- (b) any loss or damage of any nature whatsoever, however caused, to the [Premises, the ASP Facilities, the Building, the Development or the Parkade] or any property belonging to the Society or the Society's Personnel while such property is in or about the [Premises, the ASP Facilities, the Building, the Development or the Parkade];
- (c) any business, economic or indirect loss or damage suffered or sustained by the Society or the Society's Personnel of any nature whatsoever, however caused; or
- (d) any loss which the Society is obligated to insure against hereunder or has insured against.

9.2 Indemnification. Except to the extent caused or contributed to by the negligence of the City or of the City's Personnel, the Society shall indemnify and save harmless the City and the City's Personnel against all costs, expenses, claims, demands, suits and judgments:

- (a) for personal injury, bodily injury, death, damage or loss occurring in or on, or the condition of, the [Premises, the ASP Facilities, the Building, the Development or the Parkade], relating to or arising from the Society's use or occupation thereof, including use or occupation by those persons for whom the Society is vicariously liable, or arising from the Society's default in its obligations herein; and/or
- (b) related to any builders' liens claimed against the [Premises, the ASP Facilities, the Building, the Development or the Parkade] arising from or related to the Society's use or occupation of the [Premises, the ASP Facilities, the Building, the Development or the Parkade].

**ARTICLE 10
ENVIRONMENTAL MATTERS**

10.1 Society's Environmental Obligations and Liability. The Society covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the [Premises, the ASP

[Facilities, the Building, the Development or the Parkade] for the sale, storage, manufacture, disposal, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the City (and, in the case of any ASP Facilities, without the prior consent of the [ASP 2 Owner/Strata Corporation or the Remainder Owner], as the case may be), which consent may be unreasonably withheld;

- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the [Premises, the ASP Facilities, the Building, the Development or the Parkade];
- (c) to promptly provide to the City a copy of any environmental site investigation, assessment, audit, report, or test results relating to the Premises conducted by or for the Society at any time;
- (d) if the City has reason to believe that the Society may have contravened Environmental Laws, at the City's request to obtain, from an independent environmental consultant approved by the City, an environmental site investigation of the Premises, as it relates to the Society's alleged contravention, or an environmental audit of the operations at the Premises, the scope of which shall be satisfactory to the City, and shall include any additional investigations as the environmental consultant may recommend and to promptly provide such written authorizations as the City may require, from time to time, to make inquiries of any governmental authority regarding the Society;
- (e) to waive the requirement, if any, for the City to provide a site profile for the Premises under the *Environmental Management Act*;
- (f) to maintain all environmental site investigations, assessments, audits, reports and test results relating to the Premises in strict confidence and not disclose the same, except as required by law, or to the Society's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the City, which consent may be unreasonably withheld;
- (g) to promptly notify the City in writing of any release of a Contaminant or any other occurrence or condition at the Premises or any adjacent property known to the Society which could contaminate the Premises or such adjacent property, or subject the City or the Society to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- (h) on the expiry or earlier termination of this Lease, or at any time if requested by the City or required by any governmental authority under Environmental Laws, to remove from the Premises, all Contaminants, and to remediate, by removal of any Contaminants or otherwise as reasonably required, the Premises or any adjacent property, if the same has been contaminated by Contaminants; provided, however, that in either case such removal and remediation shall only be for those Contaminants brought onto, used at, or released from the [Premises, the ASP Facilities, the Building, the Development or the Parkade] by the Society or any person for whom it is in law responsible. The Society shall perform these obligations promptly at its own cost and in

accordance with Environmental Laws. The Society shall provide to the City full information with respect to any remedial work performed under this Section 10.1 and shall comply with the City's requirements with respect to such work. The Society shall use a qualified environmental consultant approved by the City to perform the remediation. The Society shall, at its own cost, obtain such approvals and certificates from the B.C. Ministry of Environment and other applicable governmental authorities in respect of the remediation as are required under Environmental Laws or by the City of Vancouver, including without limitation a certificate of compliance evidencing completion of the remediation satisfactory to the Ministry and the City. All such Contaminants shall remain the property of the Society, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the [Premises, the ASP Facilities, the Building, the Development or the Parkade]; and

- (i) to indemnify, defend and save harmless the City and the City's Personnel from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties, and expenses whatsoever (including any and all environmental or statutory liability for remediation, all legal and consultants' fees and expenses and the cost of remediation of the Premises and any adjacent property) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this Article by the Society; or
 - (ii) any release or alleged release of any Contaminants at or from the [Premises, the ASP Facilities, the Building, the Development or the Parkade] related to or as a result of the use and occupation of the [Premises, the ASP Facilities, the Building, the Development or the Parkade] or any act or omission of the Society or any person for whom it is in law responsible.
- (j) The obligations of the Society under this Article shall survive the expiry or earlier termination of this Lease and are in addition to, and shall not limit, the obligations of the Society contained in other provisions of this Lease.

ARTICLE 11 INSURANCE

11.1 City's Insurance. Pursuant to the ASP Agreement, the [Strata Corporation/Remainder Owner] is responsible to obtain building shell insurance, and the cost thereof is to be shared between the Strata Corporation, [the ASP 2 Owner] and the City as owner of ASP 1. The City shall be responsible for the share of this cost that is attributable to ASP 1. The City shall, as owner of ASP 1 and in accordance and in accordance with its obligations under the ASP Agreement, insure the Premises, including, without limitation, the fixtures other than the trade fixtures, against fire, vandalism and such other perils as the City decides, from time to time. In its sole discretion, the City may elect to self-insure for all or any of the perils referred to in this Section 11.1.

11.2 Society's Insurance. The Society shall, without limiting any of its obligations or liabilities under this Lease, purchase and maintain [from the Possession Date] until the expiry or earlier termination of this Lease, at its own cost, insurance coverage as follows:

- (a) Commercial General Liability insurance with limits of not less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence or such higher limit of coverage as the City may reasonably require, from time to time, having regard to the number of child care facilities operated by the Society and other circumstances bearing on risks to the Society, and the policy shall:
 - (i) indemnify and protect the Society and the Society's Personnel against all claims for loss, damage, personal injury, bodily injury or death to any person or persons for whom the Society is responsible in law, and for loss of or damage to, or loss of use of, any public or private property for which the Society is responsible in law, occurring within or about the Premises or the Remainder Parcel or the Common Property including those persons for whom the Society is vicariously liable (it being acknowledged by the City that the coverage provided shall be limited to that provided in IBC 2100 or similar Commercial General Liability Policy form);
 - (ii) name the City, the City's Personnel, the ASP 2 Owner/Strata Corporation and the Remainder Owner as additional insureds;
 - (iii) subject to the exclusions and limitations of the IBC 2100 or similar Commercial General Liability Policy form, contain a cross liability or severability of interest clause insuring the Society and the Society's Personnel and the City and the City's Personnel in the same manner and to the same extent as if separate policies had been issued to each and apply with respect to actions brought against:
 - A. the City by the Society; or
 - B. the Society by the City;
 - (iv) include tenant's legal liability coverage for an amount equal to the actual cash value of the Premises, for property damage to the Premises for which the Society is legally liable as a result of the occupation or possession of the Premises by the Society or the activities or operations of the Society, but only to the extent and for the compensatory amounts provided under a standard IBC 2100 or similar Commercial General Liability Policy form;
 - (v) include blanket contractual liability covering liability usual to a standard IBC 2100 or similar Commercial General Liability Policy form and excluding the sole negligence of the indemnitee, arising directly out of the performance of this Lease;
 - (vi) include non-owned auto liability coverage;
 - (vii) include personal injury and advertising liability coverage;

- (viii) include products and completed operations coverage;
 - (ix) provide for a limit of deductibility not greater than FIVE THOUSAND DOLLARS (\$5,000) or other such amount as the City may approve, from time to time; and
 - (x) without limiting anything else contained in this Lease, adequately protect the Society from the actions of the third parties that the Society permits to occupy all or a portion of the Premises.
- (b) All Risk Property (Broad Form) insurance on property of every description and kind owned by the Society or the City or for which the Society is legally liable or provided by the City or the Society or on behalf of the Society (and which is located in the Premises), including, without limitation, furniture, computers, equipment, toys, supplies, appliances, trade fixtures and any display model, project, prototype, tool, instrument and/or device within the Premises in an amount not less than ninety percent (90%) of the full replacement cost thereof. The City and the City's Personnel, the ASP 2 Owner/Strata Corporation and the Remainder Owner shall be added as additional insureds and loss payees with respect to their insurable interests.
- (c) Automobile Liability insurance on all licensed vehicles owned by or leased to the Society with a limit of not less than Five Million Dollars (\$5,000,000) per occurrence or other such amount as the City may approve from time to time protecting against damages arising from bodily injury, death and from claims for property damage arising from the operations of the Society or the Society's Personnel.
- (d) Directors and Officers liability insurance providing ONE MILLION DOLLARS (\$1,000,000) coverage per claim and TWO MILLION DOLLARS (\$2,000,000) coverage in the aggregate.

The Society shall ensure that its contractors or subcontractors who are permitted to access, use or occupy the Premises carry at least \$1,000,000 commercial general liability insurance.

11.3 General Requirements of Insurance. The following shall apply to all insurance policies:

- (a) the policies shall be with insurers authorized to carry on business in the Province of British Columbia, on terms satisfactory to the City, acting reasonably;
- (b) the policies shall be primary insurance with respect to all claims arising out of the Society, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies;
- (c) the policies shall not be cancelled or endorsed to reduce the limits of liability without the insurer or its authorized representative giving the City at least thirty (30) days' written notice. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be sent to the City no

later than the effective date of change; the exception is cancellation for non-payment of premiums, in which case the applicable statutory conditions will apply. Notice to the City must identify the name of the Society as set out in this Lease and the location or address of the Premises;

- (d) neither the providing of insurance by the Society in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, shall be held to relieve the Society from any other provisions of this Lease with respect to liability of the Society or otherwise; and
- (e) subject to the provisions of this Article 11, the Society shall purchase and maintain, at its own cost, any additional insurance which the Society is required by law to obtain, or other lines of insurance coverages, endorsements or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent tenant would require to protect its occupation or possession of the Premises.

11.4 Evidence of Insurance.

- (a) Prior to the [Possession Date/ commencement of the Term], and upon annual renewal of each of the Society's insurance policies required under this Lease, the Society shall provide the City's Director of Real Estate Services with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance, satisfactory to the City. Upon request of the City, the Society shall deliver to the City a certified copy of the policy(ies) of insurance required under this Lease.
- (b) If the Society fails to deliver to the City any such certificate or policy of insurance within the stipulated time, the City may obtain such insurance, and the Society shall pay to the City the cost of the premiums forthwith on demand by the City, from time to time.

ARTICLE 12 DAMAGE AND DESTRUCTION

12.1 Termination on Damage or Destruction. Subject to the ASP Agreement, if the Premises are substantially damaged or destroyed to the extent that the Premises or a substantial area of the Premises are rendered unusable by the Society or convenient access to the Premises cannot be had, all as determined by the City in its sole discretion, the City may, at its option, elect to not rebuild or repair the Premises and may terminate this Lease and the Society's liability for rent will end as of the date of such damage or destruction but such termination will not operate so as to relieve the Society of any liability arising from such damage or destruction. There will be no compensation to the Society on account of such termination.

12.2 Repair of Damage or Destruction. Subject to the ASP Agreement, if the City elects to rebuild or repair the Premises, the City will commence rebuilding or repairing within sixty (60) calendar days of the occurrence of the damage or destruction, or such longer period as may be needed in the City's reasonable opinion. If the City does not initiate the rebuilding or

repairing within such time period or, having commenced rebuilding or repairing, does not prosecute same to completion with reasonable dispatch, then the Society may give the City fourteen (14) calendar days' notice of the termination of this Lease but such termination will not operate so as to relieve the Society of any liability arising from such damage or destruction. There will be no compensation to the Society on account of such termination.

ARTICLE 13 ASSIGNMENT AND SUBLEASING

13.1 Assignment. The Society shall not assign its leasehold interest in the Premises or any portion thereof save and except with the prior written consent of the City, which consent the Society agrees may be arbitrarily withheld. If there are personal covenants herein on the part of the Society which, in the opinion of the City's solicitors will not run with the Lease, then the City may withhold its consent to assignment unless the prospective assignee covenants with the City to be bound by such personal covenants as if such covenants had been made between the City and the prospective assignee.

13.2 Subleasing. Other than as permitted by Section 4.4, the Society shall not sublease, license, sub-license, set over or otherwise part with possession of the Premises or any portion thereof or let any third party into possession of the Premises or any portion thereof save and except with the prior written consent of the City, which consent the Society agrees may be arbitrarily withheld.

13.3 Mortgage of Lease. Under no circumstances whatsoever may this Lease be mortgaged or otherwise encumbered.

13.4 Amalgamation, Sponsorship, Naming, Renaming and Signage.

- (a) The Society shall not amalgamate with any other body without first receiving the City's written approval, which approval the Society agrees may be withheld if the City reasonably believes that such amalgamation will have a significant adverse effect on delivery of the childcare services herein required. Before giving its approval, the City may consult the medical health officer under the *Community Care and Assisted Living Act* and the *Child Care Licensing Regulation* made pursuant to the *Community Care and Assisted Living Act*.
- (b) The Society shall not, nor shall it permit, the naming of the Premises or any portion thereof without the City's prior written approval, which approval the Society agrees may be arbitrarily withheld.
- (c) In connection with the naming of all or any portion of the Premises, the Society shall comply with any policy adopted by the Vancouver City Council relating to the naming of and signage (including without limitation, flags and banners) regarding all or portions of lands and/or premises owned, leased, subleased or otherwise controlled by the City in force at the time of the proposed naming.

**ARTICLE 14
BANKRUPTCY**

14.1 Bankruptcy. If the Term or any of the goods or chattels of the Society are at any time seized or taken in execution by any creditor of the Society, or if the Society makes a general assignment for the benefit of creditors, or if the Society institutes proceedings to have the Society adjudicated as bankrupt or insolvent, or if the Society becomes the subject of bankruptcy or insolvency proceedings, or if a judgment, decree or order be entered by a court of competent jurisdiction adjudging the Society bankrupt or insolvent, or if the Society is unable to meet all debts as they fall due for a period of not less than three (3) months, or if the Society or its directors shall pass any resolution authorizing the dissolution or winding-up of the Society, or if a receiver, interim receiver, manager, receiver-manager, trustee or liquidator of all or any part of the Society's property shall be appointed or applied for by the Society or by one or more of the Society's creditors, then the City shall be so notified and the City may immediately claim any arrears of rent and, at the option of the City, the Term is subject to termination effective forthwith upon notice to the Society. If the Society ceases to be in good standing with the British Columbia Corporate Registry, then at the option of the City the Term shall terminate effective forthwith upon notice to the Society. If the Society surrenders up its certificate of incorporation or otherwise ceases to exist, the Term shall automatically terminate as of such surrender or dissolution without the need of any notice from the City to the Society.

**ARTICLE 15
COMPLIANCE WITH LAWS**

15.1 Laws and Bylaws. The Society shall promptly and faithfully observe and comply with all laws, bylaws and lawful orders which touch and concern the Premises or use of the Premises including without limitation all Environmental Laws, the *Canadian Human Rights Act*, the *Human Rights Code*, the *Community Care and Assisted Living Act* and the *Childcare Licensing Regulation* made pursuant to the *Community Care and Assisted Living Act*.

15.2 Health and Safety. The Society shall at all times during the Term and any renewals thereof:

- (a) comply with all laws and other legal requirements applicable to the operation of the childcare facility at the Premises and related to occupational health or safety, and all City of Vancouver policies (of which notice is given to the Society) that relate to occupational health or safety, including, without limitation, the *Workers Compensation Act* (British Columbia) and the regulations thereunder and take all necessary steps to ensure similar compliance from its employees; and
- (b) be registered and in good standing with WorkSafeBC.

**ARTICLE 16
DEFAULT AND REMEDIES**

16.1 City Retaking Premises. If the City or the Society gives notice to terminate this Lease or if the Society:

- (a) defaults in the payment of any money, including rent, required to be paid by the Society under the terms of this Lease and such default continues for thirty (30) days following notice requiring the Society to pay the same;
- (b) defaults in performing or observing any of the provisions of this Lease other than those requiring payment of money to the City including, without limiting the generality of the foregoing, failure by the Society to comply with any statutes, bylaws, regulations or orders relating to its operation of the Premises, and failure by the Society to comply with any aspect of the Public Service Requirements, and such default continues for a period of thirty (30) days after notice thereof to the Society, except for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Society fails to proceed promptly and diligently and continuously after the service of such notice to cure same;
- (c) suffers the cancellation or suspension of the licence required by Section 4.3(a) hereof;
- (d) vacates or ceases to occupy the Premises for ten (10) or more consecutive days while the Premises can be used for the Permitted Use, without the consent of the City;
- (e) abandons the Premises; or
- (f) otherwise becomes disqualified or unable to provide the childcare services herein required,

then without further notice or legal process and by force if required, the City may enter and occupy the Premises, the same to have again and enjoy as of its former estate whereupon this Lease shall be terminated without compensation to the Society. Retaking the Premises shall not prevent or delay the City pursuing other relief hereunder. Notwithstanding the foregoing, default hereunder by the Society may be taken by the City as reason to withhold monetary grants to the Society.

16.2 Distraint. The Society waives and renounces the benefit of any present or future law taking away or limiting the City's rights against the property of the Society and, notwithstanding any such law, the City may seize and sell the Society's goods and property, which are used by the Society on the Premises in respect of its operations on the Premises, and apply the proceeds of such sale towards any arrears of rent (including amounts deemed to be rent under this Lease) and the costs of the seizure and sale. The Society further agrees that if it abandons the Premises and any arrears of rent remain unpaid, the City, in addition to any remedy otherwise provided by law, may seize and sell the goods and property of the Society described above that were previously at the Premises, at any place to which the Society or any other person may have removed them from the Premises, in the same manner as if such goods and property had remained in, about or upon the Premises.

16.3 Right to Re-Let. If the City becomes entitled to re-enter the Premises the City shall have the right, if it thinks fit, to enter the Premises as the agent of the Society either by force or otherwise without being liable for any prosecution therefor, and as agent of the Society to re-let the Premises or any part or parts thereof at the risk of the Society and, as agent for the Society, to receive the rent therefor and, as agent for the Society, to take

possession of any furniture, equipment and other property therein and sell the same at public or private sale without notice. Such rent and proceeds from the sale of the furniture, equipment and other properties shall be allocated first to the City's cost of so entering and re-letting, then to interest on amounts due by the Society to the City hereunder and unpaid, and then to the payment of such unpaid sums. The balance of such rent and proceeds, if any, may be applied by the City on account of the rent due hereunder to the City.

16.4 Forfeiture. The Society hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event the Society shall be evicted or dispossessed from the Premises for any cause, statutory or otherwise, or if the City re-enters the Premises following the occurrence of any default by the Society hereunder, or if this Lease is terminated before the expiration date thereof originally fixed herein.

16.5 Remedies Generally. Mention in this Lease of any particular right or remedy of the City in respect of the default by the Society shall not preclude the City from any other right or remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Lease. No right or remedy shall be exclusive or dependent upon any one or more of such rights or remedies independently or in combination, such rights or remedies being cumulative and not alternative. Whenever the Society seeks a remedy in order to enforce the observance or performance of any of the terms, covenants and conditions contained in this Lease on the part of the City to be observed or performed, the Society's only remedy (except where another remedy is expressly provided herein, in which event the Society shall be restricted to that remedy) shall be for such damages as the Society shall be able to prove in a court of competent jurisdiction that the Society has suffered as a result of a breach (if established) by the City in the observance and performance of any of the terms, covenants and conditions contained in this Lease on the part of the City to be observed and performed. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of the City and the Society created hereby, the Society's use or occupancy of the Premises or any claim for any injury. In the event the City commences any action or proceeding for non-payment of rent, the Society agrees not to interpose any counterclaim of any nature or description in any such action or proceeding. In the event of any breach or threatened breach by the Society of any of the terms and provisions of this Lease, the City shall have the right to injunctive relief as if no other remedies were provided herein for such breach. The Society hereby expressly waives any right to assert a defence based on merger and agrees that neither the commencement of any action or proceeding, nor the settlement thereof, nor the entry of judgment therein shall bar the City from bringing any subsequent action or proceeding from time to time. If the Society shall default hereunder prior to the date fixed as the commencement of any renewal or extension of this Lease (and shall fail to cure such default within the permitted cure period) whether by a renewal or extension option herein contained or by separate agreement, the City may cancel such option or agreement for renewal or extension of this Lease, upon written notice to the Society.

16.6 City May Remedy Society's Default. If the Society fails to pay, when due, any amount required to be paid by the Society pursuant to this Lease, the City, after giving two (2) days' notice in writing to the Society, may, but shall not be obligated to, pay all or any part of it. If the Society is in default in the performance of any of its covenants or obligations hereunder (other than the payment of rent required to be paid by the Society pursuant to this

Lease), the City may, from time to time, after giving such notice as it considers sufficient (or without notice in the case of an emergency) having regard to the circumstances applicable, perform or cause to be performed any of such covenants or obligations, or any part thereof, and for such purpose may do such things as may be required, including, without limitation, entering upon the Premises or the ASP Facilities and doing such things upon or in respect of the Premises or the ASP Facilities or any part thereof as the City considers requisite or necessary. All expenses incurred and expenditures attributable to or made (including all employee, overhead and other internal costs) pursuant to this Section 16.6, shall be paid by the Society to the City as additional rent upon demand. The City shall have no liability to the Society or any other person for any claims resulting from any such action, entry or performance of any work by the City upon the Premises or the ASP Facilities.

ARTICLE 17 END OF LEASE

17.1 Vacant Possession. Upon termination of the Term, whether by the passage of time or otherwise, promptly the Society shall:

- (a) deliver up vacant possession of the Premises and leave the Premises in a sanitary, neat, tidy, safe and empty condition free from all nuisance, debris, rubbish and stock-in-trade;
- (b) except what was bought by or on behalf of the City, remove from the Premises all furniture, computers, equipment, toys, appliances and other items and materials, and failing prompt removal, all such shall be deemed to be the property of the City without further instrument of transfer and without compensation to the Society; and
- (c) put the Premises in the standard of repair and decoration required of the Society during the Term.

17.2 Trade Fixtures.

- (a) If the Society is not in default hereunder at the expiration of the Term, the Society shall have the right to remove its trade fixtures from the Premises, but shall make good (to the extent reasonably practicable) any damage caused to the Premises resulting from the installation, use or removal thereof.
- (b) If the Society fails to remove any of its trade fixtures and restore the Premises as provided in Section 17.2(a), all such trade fixtures shall become the property of the City except to the extent that the City requires removal thereof pursuant to Section 17.2(d).
- (c) If the Society abandons the Premises or this Lease is terminated before expiration of the Term due to a default on the part of the Society, as of the moment of such default by the Society, all trade fixtures and furnishings of the Society (whether or not attached in any manner to the Premises) shall, except to the extent the City requires the removal thereof pursuant to Section 17.2(d), become and be deemed to be the property of the City, without compensation to the Society but without prejudice to any other right or

remedy of the City at law or in equity.

- (d) Notwithstanding that any trade fixture is or may become the property of the City, the Society shall forthwith remove all or part of the same and shall make good (to the extent reasonably practicable) any damage caused to the Premises resulting from the installation or removal thereof all at the Society's expense, should the City so require by notice to the Society.
- (e) If the Society, after receipt of a notice from the City pursuant to Section 17.2(d), fails to promptly remove any trade fixture in accordance with such notice, the City may enter into the Premises and remove therefrom all or part of such trade fixture and make good any damage caused to the Premises resulting from the installation or removal thereof, without any liability accruing against the City and at the expense of the Society, which expense shall forthwith be paid by the Society to the City.

17.3 Overholding. If the Society, with the acquiescence of the City, continues to occupy the Premises after the expiration of the Term or the renewal term as applicable, the new tenancy thereby created shall be a tenancy from month to month and not from year to year, and shall be subject to the covenants and conditions herein contained so far as may be applicable to a tenancy from month to month, and shall be determined by one (1) months' notice in writing.

ARTICLE 18 ACCESS TO PREMISES

18.1 City's Access to Premises for Showings and Repairs. The City or its agents shall have the right to enter the Premises:

- (a) at any reasonable time (and upon twenty-four (24) hours prior written notice to the Society) to examine them or to show them to prospective purchasers, tenants or mortgagees;
- (b) at such other times as mutually agreed between the City and the Society (or on reasonable prior notice) to make such repairs as the City may deem necessary or desirable,

and the City will be allowed to take all required material into and upon the Premises without such entry constituting an eviction of the Society in whole or in part nor a breach of the City's obligations. Whenever the City enters the Premises, it shall take reasonable steps to avoid interfering with the Society's use and occupation of the Premises.

18.2 City's Access to Premises to Ensure Compliance. The City may at any reasonable time and upon twenty-four (24) hours written notice to the Society enter (or permit governmental authorities to enter) the Premises to view the uses of Premises to ensure the Society's compliance with this Lease, provided that the City takes reasonable steps to avoid interfering with the Society's use and occupation of the Premises.

18.3 City's Emergency Access. Upon an emergency or fear thereof, the City or its agents may enter the Premises, with or without notice, and by force if necessary, provided

reasonable care is exercised, without rendering the City or such agent liable for any damage or trespass, and without diminishing the Society's obligations under this Lease.

ARTICLE 19
OPTIONS TO RENEW

19.1 First Option to Renew. If:

- (a) the Society pays the rent as and when due and regularly observes and performs the terms, covenants and conditions to be observed and performed by it in accordance with the terms of this Lease (with consideration of any permitted cure periods for default);
- (b) the City is satisfied, in its discretion, that the Society has the financial and organizational capacity to operate, maintain and program the Premises for the First Renewal Term in accordance with the terms of this Lease and the Public Service Requirements; and
- (c) the Society gives the City not less than six (6) months and not more than eighteen (18) months written notice prior to the expiration of the Term of the Society's exercise of this first option to renew,

then the City shall grant to the Society a renewal lease upon the expiration of the Term for a period of five (5) years (the "**First Renewal Term**") on the same terms and conditions as set out in this Lease except that there shall be only one further right to renew. By written notice, the City may confirm the renewal lease for the First Renewal Term; provided that such notice by the City is not a requirement to the valid exercise by the Society of such option to renew.

19.2 Second Option to Renew. If:

- (a) the Society pays the rent as and when due and regularly observes and performs the terms, covenants and conditions to be observed and performed by it in accordance with the terms of this Lease (with consideration of any permitted cure periods for default);
- (b) the City is satisfied, in its discretion, that the Society has the financial and organizational capacity to operate, maintain and program the Premises for the Second Renewal Term in accordance with the terms of this Lease and the Public Service Requirements; and
- (c) the Society gives the City not less than six (6) months and not more than eighteen (18) months written notice prior to the expiration of the First Renewal Term of the Society's exercise of this second option to renew,

then the City shall grant to the Society a renewal lease upon the expiration of the First Renewal Term for a period of five (5) years (the "**Second Renewal Term**") on the same terms and conditions as set out in this Lease except that there shall be no further right to renew. By written notice, the City may confirm the renewal lease for the Second Renewal Term;

provided that such notice by the City is not a requirement to the valid exercise by the Society of such option to renew.

**ARTICLE 20
SOCIETY'S COVENANTS**

20.1 Performance of Obligations. The Society covenants with the City to faithfully and promptly pay the rent and perform and observe its obligations herein, including all Schedules attached hereto.

20.2 No Registration of Lease. The City is not obligated to deliver this Lease in registrable form. The Society shall not register this Lease in the Land Title Office.

20.3 Compliance with Head Lease. The Society acknowledges having received and read a copy of the Head Lease and covenants and agrees with the City:

- (a) not to do or omit to do any act in or around the Premises that would cause a breach of the City's obligations as tenant under the Head Lease;
- (b) to be bound by the terms of the Head Lease in each case as they relate to the Premises; and
- (c) that it has no greater interest in the Premises than the City as tenant under the Head Lease, and to the extent that any right or benefit conferred by this Sublease contravenes or is incompatible with the Head Lease, such right or benefit will be amended or modified so as not to contravene or be incompatible with the Head Lease.

**ARTICLE 21
GENERAL PROVISIONS**

21.1 Delivery of Notices. Any notice required to be given hereunder must be in writing and the sender must deliver it by hand or by fax or by mail to the party to which it is to be given, as follows:

- (a) if to the Society:

Vancouver, BC _____

Attention: _____

Fax Number: _____

and

- (b) if to the City:

CITY OF VANCOUVER
453 West 12th Avenue

Vancouver, BC V5Y 1V4

Attention: Managing Director, Social Policy and Projects or successor in function

Fax Number: (604) 871-6048

Copy to: Director, Facilities Planning and Development or successor in function

Fax Number: (604) 871-6084

Copy to: Director, Real Estate Services or successor in function

Fax Number: (604) 871-7064

or to such other address or fax number as the party may designate and will be deemed to have been received on the day of delivery or faxing (provided that confirmation of delivery is received by the sender, in the case of dispatch by fax) if within business hours on a business day and otherwise on the next succeeding business day and, if mailed, the fifth day after mailing, provided that if there is between the time of mailing and the actual receipt of the notice a mail strike, slow-down or other labour dispute which might affect delivery of such notice, then such notice shall only be effective if actually delivered.

21.2 Obligations Survive Termination. The obligations herein on the part of the City and the Society which, as of termination of this Lease or the Term whether by passage of time or otherwise, remain unfulfilled, undischarged or otherwise outstanding shall nevertheless survive such termination and remain in full force and effect and be binding upon the parties and their respective successors and assigns so long as there is any liability or indebtedness by either party to the other or so long as any such covenant remains unfulfilled, undischarged or otherwise outstanding, whether in whole or in part, notwithstanding anything herein to the contrary.

21.3 Time is of the Essence. Time shall be of the essence of this Lease, save as herein otherwise specified.

21.4 Captions and Headings. The captions and headings throughout this Lease are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Lease nor in any way affect this Lease.

21.5 Interpretation. Words herein importing the singular number or the masculine gender only shall include more persons, parties or things of the same kind than one, and females or corporations as well as males, and the converse whenever the context requires; these presents shall extend to, be binding upon and enure to the benefit of the City and the Society and the successors and assigns of the City and the permitted successors and permitted assigns of the Society.

21.6 Waiver. No waiver of or neglect to enforce this Lease upon a default by the Society will be deemed to be a waiver of any such right upon any subsequent similar default and the acceptance by the City of part payment of any sums, including rent, required to be paid

under this Lease will not constitute a waiver or release of the City's right to payment in full of such sums.

21.7 Entire Agreement. The Society acknowledges that there are no covenants, representations, warranties, agreements, terms or conditions expressed or implied relating to this Lease or the Premises except as expressly set out in this Lease and schedules, and that this Lease and schedules may not be modified except by an agreement in writing executed by both the City and the Society.

21.8 Severability. If any provision or provisions of this Lease are determined by a court to be illegal or not enforceable, it or they shall be considered separate and severable from this Lease and the remaining provisions of this Lease shall remain in full force and be binding upon the parties.

21.9 Relationship Between City and Society. Nothing contained in this Lease nor any acts of the City or the Society will be deemed to create any relationship between the City and the Society other than the relationship of landlord and tenant.

21.10 References to Legislation. References in this Lease to any law, act, statute, by-law or regulation is to be considered also a reference to any amendment or re-enactment of, or replacement for, that law, statute, by-law or regulation, and where applicable, to all regulations, schedules, appendices and other supplements thereto, and to any amendments, replacements and substitutions of any thereof.

21.11 Force Majeure. Despite anything contained in this Lease to the contrary, if the City or the Society is, in good faith, delayed or prevented from doing anything required by this Lease because of a strike, labour trouble, inability to get materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or any other similar reason, that is not the fault of the party delayed or of its officers, employees or agents, the doing of the thing is excused for the period of the delay and the party delayed will promptly do what was delayed or prevented within the appropriate period after the delay. The preceding sentence does not excuse the Society from payment of rent or the City from payment of amounts, if any, that it is required to pay, in the amounts and at the time specified in this Lease.

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

CITY OF VANCOUVER by its
authorized signatory:

Signature

Print Name and Title

[NAME OF SOCIETY] by its
authorized signatory(ies):

Signature

Print Name and Title

Signature

Print Name and Title

Approved by resolution of the Vancouver City Council on _____, 20__.

This is the signature page of a lease between the City of Vancouver as landlord and _____
as tenant, concerning the [name of childcare centre] at [address for the Premises] (the
Premises)

[NOTE: Additional Schedules are typically appended below, as relevant for each facility.]

**SERVICE LEVEL AGREEMENT
DAVID LLOYD GEORGE ELEMENTARY CHILD CARE CENTRE**

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

Head Landlord	VBE
City of Vancouver	CoV
NPO Operator	NPO

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

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

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

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

f	- provision, maintenance, repair and replacement of portable lighting fixtures such as desk lamps	NPO	NPO
14. Common Lighting Systems (systems serving more than the Premises)			
a	- inspection, maintenance, repair, and cleaning	VBE	CoV P.S.
b	- life cycle replacement	VBE	CoV P.S.
15. Interior and Exterior Windows of the Premises			
a	- breakage, routine repair and replacement of interior windows	NPO	NPO
b	- breakage, routine repairs and replacement of exterior windows caused by occupant/ operations	NPO	NPO
c	- cleaning of interior windows and interior surfaces of exterior windows	NPO	NPO
d	- cleaning of exterior windows within dedicated outdoor play area	VBE	NPO P.S.
e	- life cycle replacement of 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	VBE	CoV
d	- life cycle replacement of exterior doors	CoV	CoV
18. Common Area Doors			
a	- maintenance and repair	VBE	NPO P.S.
b	- life cycle replacement	VBE	CoV P.S.
19. Interior Surfaces within the Premises			
a	- interior life cycle repainting	CoV	CoV
b	- maintenance and cleaning of window applications including, but not limited to blinds and curtains	NPO	NPO
c	- repairs to interior walls and ceilings, including minor painting	NPO	NPO
d	- life cycle replacement of ceiling tiles	CoV	CoV
e	- interior repairs due to building system failures such as roof leaks, exterior walls	CoV	CoV
f	- maintenance and repairs of floor coverings, including carpet and tile	NPO	NPO
g	- life cycle replacement of flooring	CoV	CoV
h	- maintenance and repair of millwork	NPO	NPO
i	- lifecycle replacement of millwork	CoV	CoV
20. Common Area Interior Surfaces			

a	- all maintenance and repairs	VBE	NPO P.S.
b	- all capital maintenance or replacements	VBE	CoV P.S.
21. Major Structural Systems included within the Premises			
a	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing and dedicated intensive green roof membrane, envelope and structure	VBE	CoV P.S.
b	- repairs and painting of exterior surfaces including windows, trim, fascia and soffits	VBE	NPO P.S.
c	- annual inspection, servicing, maintenance, repair and replacement of the dedicated intensive green roof, excluding the roof membrane, envelope and structure	CoV	CoV
d	- monitoring, maintenance and repair of the roof leak detection system	CoV	CoV
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.
e	- removal of snow from parking areas on school days (on other days Landlord 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 Landlord)	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
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
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 Landlord)	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

DRAFT

**SERVICE LEVEL AGREEMENT
GASTOWN CHILDCARES (151 CORDOVA STREET AND 142-150 WATER STREET)**

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

Remainder (EasyPark, VFS, Inlingua Vancouver) City of Vancouver NPO Operator Proportionate Share is represented as:	Other Tenants CoV NPO P.S.
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Generally, the Society will not be responsible for the cost of maintenance of the base building systems within or dedicated solely to the Premises.

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

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

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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
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 Premises)		
a	- annual inspection, maintenance and repair	CoV/Other Tenant	CoV/Other Tenant
b	- life cycle replacement	CoV/Other Tenant	CoV/Other Tenant
4.1	Fire Protection & Suppression exclusive to the Premises		
a	- <u>Fire extinguishers</u> : monthly inspection;	NPO	NPO
b	- <u>Fire extinguishers</u> : annual inspection; repairs, recharging, and life-cycle replacement	CoV	CoV
c	- <u>Smoke detectors</u> : monthly inspection	NPO	NPO
d	- <u>Smoke detectors</u> : annual inspection; repairs and/or life-cycle replacement	CoV	CoV
e	- <u>Fire alarm system</u> : 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 Premises)		
a	- annual inspection, maintenance and repairs of the fire alarm system	CoV/Other Tenant	CoV/Other Tenant

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
b	- life cycle replacement of fire alarm system	CoV/Other Tenant	CoV/Other Tenant
c	- annual inspection, maintenance and repair of fire sprinkler system	CoV/Other Tenant	CoV/Other Tenant
d	- life cycle replacement of fire sprinkler system	CoV/Other Tenant	CoV/Other Tenant
5.1	Security Systems dedicated to or within the Premises		
a	- system monitoring, inspection, maintenance and repair	NPO	NPO
b	- life cycle replacement	NPO	NPO
c	- repair, replacement, re-keying of all locks	NPO	NPO
d	-provision, and replacement of fobs, keys and other similar access devices for secure areas within the Premises	NPO	NPO
5.2	Common Security Systems (systems serving more than the Premises)		
a	- system monitoring, inspection, maintenance and repair	CoV/Other Tenant	CoV/Other Tenant
b	- life cycle replacement	CoV/Other Tenant	CoV/Other Tenant
6.1	Electrical Distribution Systems exclusive to or within the Premises (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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
c	- inspection, maintenance and repair of wiring, breakers and electrical panels	CoV	CoV
d	- life cycle replacement of wiring, breakers and panels	CoV	CoV
e	- repair or replacement of switches, receptacles, cover plates	NPO	NPO
f	- additions, enhancements to meet tenant's program needs, including ongoing maintenance	NPO	NPO
6.2	Common Electrical Distribution Systems (systems serving more than the Premises)		
a	- inspection, maintenance and repair of electrical distribution systems to the Premises	CoV/Other Tenant	CoV/Other Tenant
b	- life cycle replacement of electrical distribution systems to the Premises	CoV/Other Tenant	CoV/Other Tenant
c	- maintenance, repair and replacement of auxiliary power generating systems	CoV/Other Tenant	CoV/Other Tenant
7.1	Lighting Systems within the Premises		
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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
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 Premises)		
a	- inspection, maintenance, repair, and cleaning	CoV/Other Tenant	CoV/Other Tenant
b	- life cycle replacement	CoV/Other Tenant	CoV/Other Tenant
8.1	Interior Windows within the Premises		
a	- breakage and replacement of interior windows, not caused by the occupant or operations	CoV	CoV
b	- breakage and replacement of interior windows, caused by the occupant or operations	NPO	NPO
c	- routine repairs and cleaning of interior windows	NPO	NPO
d	- replacement due to normal wear and tear	CoV	CoV
8.2	Exterior Windows of the Premises and Play Yard Canopy		
a	- breakage, routine repairs and replacement of exterior windows or canopy, not caused by the occupant or operations	CoV / Other Tenant	CoV / Other Tenant
b	- breakage, routine repairs and replacement of exterior windows or canopy, caused by the occupant or operations	CoV / Other Tenant	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
c	- cleaning of interior surfaces of exterior windows	NPO	NPO
d	-cleaning of exterior surfaces of exterior windows and play yard canopy	CoV / Other Tenant	NPO
e	- life cycle replacement of the exterior windows / play yard canopy	CoV / Other Tenant	CoV / Other Tenant
8.3	Common Area Windows		
a	- breakage and repair (not caused by occupants or operations)	CoV/Other Tenant	CoV/Other Tenant
b	- breakage and repair (caused by occupants or operations)	CoV/Other Tenant	NPO / Other Tenant
c	- cleaning (of exterior surfaces)	CoV/Other Tenant	CoV / Other Tenant
d	- cleaning (of interior surfaces)	CoV/Other Tenant	CoV / Other Tenant
e	- life cycle replacement	CoV/Other Tenant	CoV / Other Tenant
8.4	Interior and Exterior Doors within the Premises		
a	- maintenance and repair of interior doors	NPO	NPO
b	- life cycle replacement of interior doors	CoV	CoV
c	- maintenance and repair of exterior doors	CoV	CoV
d	- life cycle replacement of exterior doors	CoV	CoV
8.5	Common Area Doors		

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
a	- maintenance and repair	CoV/Other Tenant	CoV / Other Tenant
b	- life cycle replacement	CoV/Other Tenant	CoV / Other Tenant
9.1	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 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		

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
a	- all maintenance and repairs	CoV/Other Tenant	CoV / Other Tenant
b	- all capital maintenance or replacements	CoV/Other Tenant	CoV / Other Tenant
10.1	Major Structural Systems included within the Premises		
a	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing, due to damage not related to the tenancy	Other Tenant	CoV/Other Tenant
b	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing, due to damage related to the tenancy	Other Tenant	NPO
c	- repairs and painting of exterior surfaces including windows, trim, fascia and soffits	Other Tenant	CoV / Other Tenant
d	- cleaning of eaves troughs, gutters and awning	NPO	NPO
e	- exterior life-cycle repainting	CoV/ Other Tenant	CoV
10.2	Major Structural Systems external to the Premises		
a	- all repairs and replacements	CoV/Other Tenant	CoV / Other Tenant
11.1	Site Services within the Premises		
a	- snow and ice removal from steps, walkways, entrances including the provision of de-icing materials	NPO	NPO

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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
12.1	Interior Signage within the Premises		
a	- maintenance, repair and replacement of interior signage	NPO	NPO
12.2	Exterior Childcare Signage (within the Premises and/or outside the Premises)		
a	- maintenance, repair, and replacement (subject to prior approval of the CoV and Dev/Strata)	NPO	NPO
12.3	Common Signage not related to the Premises		
a	- maintenance, repair, and replacement	Other Tenant	Other Tenant
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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
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 Premises		
a	- routine janitorial/custodial services	NPO	NPO
b	- pest control services (interior)	NPO	NPO
c	- pest control services (exterior)	Other Tenant	CoV
d	- provision of all washroom supplies	NPO	NPO
e	- garbage and recycling removal services	NPO	NPO
14.2	Common Area Janitorial Services		
a	- routine janitorial/custodial services	NPO/Other Tenant	NPO Proportionate Share
b	- pest control services (exterior)	Other Tenant	CoV/ Other Tenant
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 Premises		
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 Premises		
a	- any upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by Dev/Strata and CoV)	NPO	NPO
16.2	Parking Facility		
a	- non-structural repair and maintenance	Other Tenant	NPO Proportionate Share
b	- utilities	Other Tenant	NPO Proportionate Share
17.1	Utilities serving the Premises		
a	- electricity	NPO	NPO
b	- gas	NPO	NPO
c	- water and sewer	NPO/ Other Tenant	NPO
d	- Neighbourhood Energy Utility (NEU) used by the Premises	Other Tenant	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
17.1	Business Operations		
a	- staff costs	NPO	NPO
b	- telephone, internet & cable services	NPO	NPO
c	- insurance (CGL, business interruption, contents, etc.)	NPO	NPO
d	- supplies and equipment, including for bathroom and kitchen	NPO	NPO
e	- security services	NPO	NPO

Life Cycle Replacement

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

Damage

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

**SERVICE LEVEL AGREEMENT
500-650 W 57th Avenue (Phase 1)
Pearson Dogwood Parcel C - Childcare**

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

Onni, Strata, Remainder	Other ASP
City of Vancouver	CoV
NPO Operator	NPO

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

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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
1.1	Heating, Ventilation and Air Conditioning exclusive to or within the City's ASP (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 City's ASP)		
a	- annual inspection, maintenance and repair	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement	CoV/Other ASP	CoV/Other ASP

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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
3.2	Common Mechanical Systems (systems serving more than the City's ASP)		
a	- annual inspection, maintenance and repair	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement	CoV/Other ASP	CoV/Other ASP
4.1	Fire Protection & Suppression exclusive to the City's ASP		
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
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 City's ASP)		
a	- annual inspection, maintenance and repairs of the fire alarm system	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement of fire alarm system	CoV/Other ASP	CoV/Other ASP
c	- annual inspection, maintenance and repair of fire sprinkler system	CoV/Other ASP	CoV/Other ASP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
d	- life cycle replacement of fire sprinkler system	CoV/Other ASP	CoV/Other ASP
5.1	Security Systems dedicated to or within the City's ASP		
a	- system monitoring, inspection, maintenance and repair	NPO	NPO
b	- life cycle replacement	NPO	NPO
c	- repair, replacement, re-keying of all locks	NPO	NPO
d	-provision, and replacement of fobs, keys and other similar access devices for secure areas within the Premises	NPO	NPO
5.2	Common Security Systems (systems serving more than the City's ASP)		
a	- system monitoring, inspection, maintenance and repair	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement	CoV/Other ASP	CoV/Other ASP
6.1	Electrical Distribution Systems exclusive to or within the City's ASP (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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
e	- repair or replacement of switches, receptacles, cover plates	NPO	NPO
f	- additions, enhancements to meet tenant's program needs, including ongoing maintenance	NPO	NPO
6.2	Common Electrical Distribution Systems (systems serving more than the City's ASP)		
a	- inspection, maintenance and repair of electrical distribution systems to the City's ASP	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement of electrical distribution systems to the City's ASP	CoV/Other ASP	CoV/Other ASP
c	- maintenance, repair and replacement of auxiliary power generating systems	CoV/Other ASP	CoV/Other ASP
7.1	Lighting Systems within the City's ASP		
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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
7.2	Common Lighting Systems (systems serving more than the City's ASP)		
a	- inspection, maintenance, repair, and cleaning	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement	CoV/Other ASP	CoV/Other ASP
8.1	Interior Windows within the City's ASP		
a	- breakage and replacement of interior windows, not caused by the occupant or operations	CoV	CoV
b	- breakage and replacement of interior windows, caused by the occupant or operations	NPO	NPO
c	- routine repairs and cleaning of interior windows	NPO	NPO
d	- replacement due to normal wear and tear	CoV	CoV
8.2	Exterior Windows of the City's ASP and Play Yard Canopy		
a	- breakage, routine repairs and replacement of exterior windows or canopy, not caused by the occupant or operations	CoV / Other ASP	CoV / Other ASP
b	- breakage, routine repairs and replacement of exterior windows or canopy, caused by the occupant or operations	CoV / Other ASP	NPO
c	- cleaning of interior surfaces of exterior windows	NPO	NPO
d	-cleaning of exterior surfaces of exterior windows and play yard canopy	CoV / Other ASP	NPO
e	- life cycle replacement of the exterior windows / play yard canopy	CoV / Other ASP	CoV / Other ASP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
8.3	Common Area Windows		
a	- breakage and repair (not caused by occupants or operations)	CoV/Other ASP	CoV/Other ASP
b	- breakage and repair (caused by occupants or operations)	CoV/Other ASP	NPO /Other ASP
c	- cleaning (of exterior surfaces)	CoV/Other ASP	CoV/Other ASP
d	- cleaning (of interior surfaces)	CoV/Other ASP	CoV/Other ASP
e	- life cycle replacement	CoV/Other ASP	CoV/Other ASP
8.4	Interior and Exterior Doors within the City's ASP		
a	- maintenance and repair of interior doors	NPO	NPO
b	- life cycle replacement of interior doors	CoV	CoV
c	- maintenance and repair of exterior doors	CoV	CoV
d	- life cycle replacement of exterior doors	CoV	CoV
8.5	Common Area Doors		
a	- maintenance and repair	CoV/Other ASP	CoV / Other ASP
b	- life cycle replacement	CoV/Other ASP	CoV / Other ASP
9.1	Interior Surfaces within the City's ASP		
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/Other ASP	CoV / Other ASP
b	- all capital maintenance or replacements	CoV/Other ASP	CoV / Other ASP
10.1	Major Structural Systems included within the City's ASP		
a	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing, due to damage not related to the tenancy	Other ASP	CoV/Other ASP
b	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing, due to damage related to the tenancy	Other ASP	NPO
c	- repairs and painting of exterior surfaces including windows, trim, fascia and soffits	Other ASP	CoV / Other ASP
d	- cleaning of eaves troughs, gutters and awning	NPO	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
e	- exterior life-cycle repainting	CoV/ Other ASP	CoV
10.2	Major Structural Systems external to the City's ASP		
a	- all repairs and replacements	CoV/Other ASP	CoV / Other ASP
11.1	Site Services within the City's ASP		
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 City's ASP		
a	- landscaping repairs and maintenance	Other ASP	NPO (Proportionate Share)
b	- grass cutting	Other ASP	NPO (Proportionate Share)
c	- general cleaning of grounds, litter disposal	Other ASP	NPO (Proportionate Share)
d	- snow and ice removal from steps, walkways, entrances including the provision of de-icing materials	Other ASP/NPO	NPO (Proportionate Share)
e	- snow and ice removal from entrance to parking areas	Other ASP/NPO	NPO (Proportionate Share)

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
f	- snow and ice removal from roof areas, canopies, and/or awnings (if applicable)	CoV/Other ASP	CoV/Other ASP
g	- repairs of water and sewage systems (beyond the building perimeter), unless deemed to be caused by the Tenant	Other ASP	CoV/Other ASP
h	- maintenance, repair and replacement of gates and fences (excluding tenant specific gates and fences)	CoV/Other ASP	CoV/ Other ASP
i	-graffiti removal	Other ASP	NPO (Proportionate Share)
12.1	Interior Signage within the City's ASP		
a	- maintenance, repair and replacement of interior signage	NPO	NPO
12.2	Exterior Childcare Signage (within the City's ASP and/or outside the City's ASP)		
a	- maintenance, repair, and replacement (subject to prior approval of the CoV and Dev/Strata)	NPO	NPO
12.3	Common Signage not related to the City's ASP		
a	- maintenance, repair, and replacement	Other ASP	Other ASP
13.1	Play Area and Equipment		
a	- inspection, maintenance, and repair of playground equipment and structures	NPO	NPO
b	- life cycle replacement of play equipment and structures	NPO	NPO

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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
d	- garbage removal services	N/A	N/A
15.1	Appliances, Program and Other Non-Installed Equipment within the City's ASP		
a	- inspection, maintenance and repair of all non-building equipment including stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting	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 City's ASP		
a	- any upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by Dev/Strata and CoV)	NPO	NPO
16.2	Parking Facility		
a	- non-structural repair and maintenance	Other ASP	NPO (Proportionate Share)
b	- utilities	Other ASP	NPO (Proportionate Share)
17.1	Utilities serving the City's ASP		
a	- electricity	NPO	NPO
b	- gas	NPO	NPO

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

Life Cycle Replacement

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

Damage

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

SERVICE LEVEL AGREEMENT

8138 Fraser Street

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

Developer, Strata, Remainder	Other ASP
City of Vancouver	CoV
NPO Operator	NPO

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

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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
1.1	Heating, Ventilation and Air Conditioning exclusive to or within the City's ASP (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 City's ASP)		
a	- annual inspection, maintenance and repair	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement	CoV/Other ASP	CoV/Other ASP

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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
3.2	Common Mechanical Systems (systems serving more than the City's ASP)		
a	- annual inspection, maintenance and repair	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement	CoV/Other ASP	CoV/Other ASP
4.1	Fire Protection & Suppression exclusive to the City's ASP		
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
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 City's ASP)		
a	- annual inspection, maintenance and repairs of the fire alarm system	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement of fire alarm system	CoV/Other ASP	CoV/Other ASP
c	- annual inspection, maintenance and repair of fire sprinkler system	CoV/Other ASP	CoV/Other ASP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
d	- life cycle replacement of fire sprinkler system	CoV/Other ASP	CoV/Other ASP
5.1	Security Systems dedicated to or within the City's ASP		
a	- system monitoring, inspection, maintenance and repair	NPO	NPO
b	- life cycle replacement	NPO	NPO
c	- repair, replacement, re-keying of all locks	NPO	NPO
d	-provision, and replacement of fobs, keys and other similar access devices for secure areas within the Premises	NPO	NPO
5.2	Common Security Systems (systems serving more than the City's ASP)		
a	- system monitoring, inspection, maintenance and repair	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement	CoV/Other ASP	CoV/Other ASP
6.1	Electrical Distribution Systems exclusive to or within the City's ASP (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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
e	- repair or replacement of switches, receptacles, cover plates	NPO	NPO
f	- additions, enhancements to meet tenant's program needs, including ongoing maintenance	NPO	NPO
6.2	Common Electrical Distribution Systems (systems serving more than the City's ASP)		
a	- inspection, maintenance and repair of electrical distribution systems to the City's ASP	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement of electrical distribution systems to the City's ASP	CoV/Other ASP	CoV/Other ASP
c	- maintenance, repair and replacement of auxiliary power generating systems	CoV/Other ASP	CoV/Other ASP
7.1	Lighting Systems within the City's ASP		
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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
7.2	Common Lighting Systems (systems serving more than the City's ASP)		
a	- inspection, maintenance, repair, and cleaning	CoV/Other ASP	CoV/Other ASP
b	- life cycle replacement	CoV/Other ASP	CoV/Other ASP
8.1	Interior Windows within the City's ASP		
a	- breakage and replacement of interior windows, not caused by the occupant or operations	CoV	CoV
b	- breakage and replacement of interior windows, caused by the occupant or operations	NPO	NPO
c	- routine repairs and cleaning of interior windows	NPO	NPO
d	- replacement due to normal wear and tear	CoV	CoV
8.2	Exterior Windows of the City's ASP and Play Yard Canopy		
a	- breakage, routine repairs and replacement of exterior windows or canopy, not caused by the occupant or operations	CoV / Other ASP	CoV / Other ASP
b	- breakage, routine repairs and replacement of exterior windows or canopy, caused by the occupant or operations	CoV / Other ASP	NPO
c	- cleaning of interior surfaces of exterior windows	NPO	NPO
d	-cleaning of exterior surfaces of exterior windows and play yard canopy	CoV / Other ASP	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
e	- life cycle replacement of the exterior windows / play yard canopy	CoV / Other ASP	CoV / Other ASP
8.3	Common Area Windows		
a	- breakage and repair (not caused by occupants or operations)	CoV/Other ASP	CoV/Other ASP
b	- breakage and repair (caused by occupants or operations)	CoV/Other ASP	NPO / other ASP
c	- cleaning (of exterior surfaces)	CoV/Other ASP	CoV / other ASP
d	- cleaning (of interior surfaces)	CoV/Other ASP	CoV / other ASP
e	- life cycle replacement	CoV/Other ASP	CoV / other ASP
8.4	Interior and Exterior Doors within the City's ASP		
a	- maintenance and repair of interior doors	NPO	NPO
b	- life cycle replacement of interior doors	CoV	CoV
c	- maintenance and repair of exterior doors	CoV	CoV
d	- life cycle replacement of exterior doors	CoV	CoV
8.5	Common Area Doors		
a	- maintenance and repair	CoV/Other ASP	CoV / Other ASP
b	- life cycle replacement	CoV/Other ASP	CoV / Other ASP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
9.1	Interior Surfaces within the City's ASP		
a	- interior life cycle repainting	CoV	CoV
b	- maintenance and cleaning of window applications including, but not limited to blinds and curtains	NPO	NPO
c	- repairs to interior walls and ceilings, including minor painting	NPO	NPO
d	- life cycle replacement of ceiling tiles	CoV	CoV
e	- interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks not caused by the occupant or operations	CoV	CoV
f	- maintenance and repairs of floor coverings, including carpet and tile	NPO	NPO
g	- life cycle replacement of flooring coverings	CoV	CoV
h	- maintenance and repair of millwork	NPO	NPO
i	- life cycle replacement of millwork	CoV	CoV
9.2	Common Area Interior Surfaces		
a	- all maintenance and repairs	CoV/Other ASP	CoV / Other ASP
b	- all capital maintenance or replacements	CoV/Other ASP	CoV / Other ASP

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
10.1	Major Structural Systems included within the City's ASP		
a	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing, due to damage not related to the tenancy	Other ASP	CoV/Other ASP
b	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing, due to damage related to the tenancy	Other ASP	NPO
c	- repairs and painting of exterior surfaces including windows, trim, fascia and soffits	Other ASP	CoV / Other ASP
d	- cleaning of eaves troughs, gutters and awning	NPO	NPO
e	- exterior life-cycle repainting	CoV/ Other ASP	CoV
10.2	Major Structural Systems external to the City's ASP		
a	- all repairs and replacements	CoV/Other ASP	CoV / Other ASP
11.1	Site Services within the City's ASP		
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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
11.2	Site Services outside of the City's ASP		
a	- landscaping repairs and maintenance	Other ASP	NPO (Proportionate Share)
b	- grass cutting	Other ASP	NPO (Proportionate Share)
c	- general cleaning of grounds, litter disposal	Other ASP	NPO (Proportionate Share)
d	- snow and ice removal from steps, walkways, entrances including the provision of de-icing materials	Other ASP/NPO	NPO (Proportionate Share)
e	- snow and ice removal from entrance to parking areas	Other ASP/NPO	NPO (Proportionate Share)
f	- snow and ice removal from roof areas, canopies, and/or awnings (if applicable)	CoV/Other ASP	CoV/Other ASP
g	- repairs of water and sewage systems (beyond the building perimeter), unless deemed to be caused by the Tenant	Other ASP	CoV/Other ASP
h	- maintenance, repair and replacement of gates and fences (excluding tenant specific gates and fences)	CoV/Other ASP	CoV/ Other ASP
i	-graffiti removal	Other ASP	NPO (Proportionate Share)
12.1	Interior Signage within the City's ASP		
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 City's ASP and/or outside the City's ASP)		
a	- maintenance, repair, and replacement (subject to prior approval of the CoV and Dev/Strata)	NPO	NPO
12.3	Common Signage not related to the City's ASP		
a	- maintenance, repair, and replacement	Other ASP	Other ASP
13.1	Play Area and Equipment		
a	- inspection, maintenance, and repair of playground equipment and structures	NPO	NPO
b	- life cycle replacement of play equipment and structures	NPO	NPO
c	- maintenance, repair and replacement of general outdoor surfaces, gates and fences	NPO	NPO
d	- maintenance, repair, replacement of sand and fibar materials	NPO	NPO
e	- maintenance of landscaping (plantings)	NPO	NPO
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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
14.1	Janitorial Services within the City's ASP		
a	- routine janitorial/custodial services	NPO	NPO
b	- pest control services (interior)	NPO	NPO
c	- pest control services (exterior)	Other ASP	CoV
d	- provision of all washroom supplies	NPO	NPO
e	- garbage and recycling removal services	NPO	NPO
14.2	Common Area Janitorial Services		
a	- routine janitorial/custodial services	NPO/Other ASP	NPO Proportionate Share
b	- pest control services (exterior)	Other ASP	CoV/ Other ASP
c	- provision of all washroom supplies	N/A	N/A
d	- garbage removal services	N/A	N/A
15.1	Appliances, Program and Other Non-Installed Equipment within the City's ASP		
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

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
16.1	Renovations and Upgrades within the City's ASP		
a	- any upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by Dev/Strata and CoV)	NPO	NPO
16.2	Parking Facility		
a	- non-structural repair and maintenance	Other ASP	NPO Proportionate Share
b	- utilities	Other ASP	NPO Proportionate Share
17.1	Utilities serving the City's ASP		
a	- electricity	NPO	NPO
b	- gas	NPO	NPO
c	- water and sewer	NPO/ Other ASP	NPO
d	- Neighbourhood Energy Utility (NEU) used by the Premises	Other ASP	NPO
e	- all other municipal utility charges which appear on the property tax notice	CoV	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
17.1	Business Operations		
a	- staff costs	NPO	NPO
b	- telephone, internet & cable services	NPO	NPO
c	- insurance (CGL, business interruption, contents, etc.)	NPO	NPO
d	- supplies and equipment, including for bathroom and kitchen	NPO	NPO
e	- security services	NPO	NPO

Life Cycle Replacement

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

Damage

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

SCHEDULE I - APPENDIX 5 - PUBLIC SERVICE REQUIREMENTS

PUBLIC SERVICE REQUIREMENTS - CHILDCARE CENTRES

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

1. Landlord's Requirements:

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

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

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

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

- i) 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, 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.

SCHEDULE I - APPENDIX 5 - PUBLIC SERVICE REQUIREMENTS

- 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 a childcare parent advisory committee, if there is sufficient interest, to assist in the planning and operation of childcare programs at the Premises. 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: cultural competency in Indigenous contexts for diverse families will be incorporated by the Society in staff development and curriculum.
- 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;

SCHEDULE I - APPENDIX 5 - PUBLIC SERVICE REQUIREMENTS

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

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

2. Tenant's Acknowledgement, Representations and Covenants

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

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

Mission:

Vision:

Mandate:

The Landlord acknowledges that the Tenant's organization may evolve, expand, contract, diversify or specialize over time (for example, by offering new types of services to meet emerging community needs), and that such changes may necessitate revisions to the Tenant's Mission, Vision and Mandate from time to time. The Tenant will notify the Landlord immediately of any such revisions, and such revisions will be permissible, PROVIDED that the Tenant, in the Landlord's sole discretion, continues to be a non-profit, public-service organization, and the Tenant's use of the

SCHEDULE I - APPENDIX 5 - PUBLIC SERVICE REQUIREMENTS

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;

SCHEDULE I - APPENDIX 5 - PUBLIC SERVICE REQUIREMENTS

- (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. AMENDMENTS

SCHEDULE I - APPENDIX 5 - PUBLIC SERVICE REQUIREMENTS

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.