

**SCHEDULE E**  
**DRAFT PUBLIC SERVICE REQUIREMENTS**

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

**1. City’s Requirements:**

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

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

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

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- (b) in a manner that is consistent with the City of Vancouver’s Spaces to Thrive Vancouver’s Social Infrastructure Strategy policy. For greater certainty, if such policy changes, the Society will be required to adapt its operation to align with such new or revised policy.

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

- i) Alignment of Programing: the Society will demonstrate that the social services provided align with current community needs and relevant City of Vancouver priorities.
- ii) Equity, Accessibility, and Inclusion: the Society’s policies, professional development, and programming will aim to address community needs and be culturally responsive to those who have historically and persistently faced barriers. The Society will strive to demonstrate equity, accessibility, intersectionality 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, and socio-economic conditions.

Exclusion of some groups should only be considered when necessary to effectively support another group, with particular care taken to uphold the specific rights and needs of Indigenous peoples as distinct from general equity-seeking categories.

- iii) Cultural Safety, UNDRIP, Decolonization, and Anti-Racism: The Society will work towards delivering policies, professional development and programming in ways that address systemic discrimination and advance cultural safety, decolonization, and anti-racism, with a focus on xʷməθkʷəy̓əm (Musqueam), Skwxwú7mesh (Squamish), and səliłwətaʔt/ selilwitulh (Tsleil-Waututh) Nations, Urban Indigenous, First Nations, Métis, and Inuit communities, and in ways that address the distinct nature of Indigenous rights (see the “Distinctions Based Approach” included in the City of Vancouver’s United Nations Declaration on the Rights of Indigenous Peoples Action Plan).
- iv) Financial Management: the Society will demonstrate sound financial planning and management practices to sustain current and longer-term programming and operation of the Premises.
- v) Governance: the Society will have an engaged board of directors capable of ensuring and supporting the Society’s use, Mission, Vision and Mandate. The board of directors must function in a governance role, be active in setting direction, policy and long-term planning, and fulfill their legal and fiduciary responsibilities, as required under the Societies Act (British Columbia).
- vi) Use of the Premises: the Society will maximize the use of the Premises and deliver services in ways that best meet the needs of the community. The Society will make every effort to optimize the use of the Premises by permitting under-utilized space in the Premises, both during and outside of the Society’s operating hours, to be used by other third parties, all in accordance with the requirements under the Agreement, so services to the community are maximized. Such third parties shall be predominantly not-for-profit and/or community-serving groups and the Society shall charge such third parties a nominal amount or an amount on a cost-recovery basis.
- vii) Alignment with the City of Vancouver’s Mission and Values: the Society’s use of the Premises must align with the City of Vancouver’s Mission and Values, as set out below:

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

**The City of Vancouver’s Values: being responsive to the needs of citizens and colleagues, striving for the best results, approaching work with unbiased judgement and sensitivity, being open and honest, and honouring**

**commitments; setting examples that others will choose to follow, and being a learning organization that grows through its experiences.**

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

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

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

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

## **2. Society’s Acknowledgement, Representations and Covenants**

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

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

Mission:

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Vision:

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Mandate:

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

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

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

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

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

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**3. Reporting and Monitoring**

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

The City's reporting requirements will align with any applicable annual grant timelines and application materials in order to simplify the Society's reporting requirements.

The Landlord's current reporting requirements are as follows:

**ANNUAL REPORTING:**

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

**OTHER REPORTING:**

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

In advance of granting any renewal of the Agreement, the City will review whether the Society has met the City's Requirements and may require additional information, including, for example, the Society's strategic plan and governance policies, or more detailed information about its programming and partnerships.

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

#### **4. Failure to Comply**

If there is non-compliance by the Society with the requirements set out in this Schedule \_\_\_\_, the Landlord may, in its sole discretion:

- i. require the Society to adjust its operations to be in compliance with this Schedule \_\_\_\_ including without limitation, complete further training and develop new policies; and/or
- ii. terminate the Agreement in accordance with Section 2.2(b)(iii) thereof.

#### **5. Amendments**

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