

NO: R174

COUNCIL DATE: July 23, 2018

REGULAR COUNCIL

TO: Mayor & Council **DATE: July 19, 2018**

FROM: General Manager, Parks Recreation & Culture **FILE: 8000-01**

SUBJECT: Amend Partnering Agreement – Surrey City Hall Child Care Centre

RECOMMENDATION

The Parks, Recreation & Culture Department recommends that Council:

1. Receive this report for information;
2. Authorize the General Manager, Parks, Recreation & Culture to amend the Partnering Agreement for the Surrey City Hall Child Care Centre (Appendix “I”) for a one (1) year extension effective November 1, 2018 to November 1, 2019 with an option to extend for a further term of four (4) years to November 1, 2023 between the City of Surrey and the and Young Men’s Christian Association of Greater Vancouver (YMCA); and
3. Authorize the General Manager, Parks, Recreation & Culture to execute the amending Partnering Agreement, subject to satisfactory performance and any other related considerations.

INTENT

The purpose of this report is to obtain Council approval to amend the existing Partnering Agreement, (Appendix “I”), extending the services provided by the YMCA to deliver child care at City Hall for an additional one (1) year period with an option to extend for a further term of four (4) years for the provision of child care services at City Hall.

BACKGROUND

The Surrey City Hall Child Care Centre agreement has been in place since City Hall opened in February of 2013. In that five (5) year period, City Staff have developed a good working relationship with the YMCA as the service provider. Parents of the children in the program have indicated an 89% overall satisfaction rate, established through parent surveys completed by the YMCA. Other indicators were surveyed such as the developmental outcomes for children at 87%, the classroom environment at 92%, the centre operations at 90% and kindergarten readiness at 89%.

The YMCA's child care curriculum aligns with the BC Ministry of Education's Early Learning Framework, as well as the City's approach to healthy child development. Their national play-based curriculum helps build capacity for lifelong learning and combines decades of experience in child care delivery with the latest body of knowledge on how the brain develops and how children learn.

In June 2018, all City staff were given the opportunity through a City survey to provide feedback regarding their experience with the application process and overall child care services provided by the YMCA Child Care Services at City Hall. 17 staff participated in the survey.

An average overall satisfaction rate of 86% was calculated based on the average ratings determined by the two surveys (YMCA and City of Surrey surveys respectively). The highest ratings were given to quality of services and the quality and location of the service. There were lower satisfaction rates in the area of access to childcare services from City employees and in the communications in regards to the timeliness of availability for waitlist families. Overall this rate indicates a fairly positive satisfaction level by families with the services provided by the YMCA at the City Hall Child Care Centre.

The child care service provided by the YMCA are aligned with the British Columbia Early Learning Child Care Agreement outcomes to enhance, expand and support the long-term sustainability of a community planned continuum of high quality, accessible, affordable and comprehensive child care services for Surrey families.

When the City Hall Child Care Centre first opened, there were fewer City employees utilizing the child care services and more spaces were being used by the community. As children are aging out of the programs and into kindergarten, more spots are being utilized by City staff.

The City Hall Child Care Centre offers 25 spots for the 3 to 5 year program and currently will accept both full time and part time registration. The infant and toddler (0 to 36 months) spaces are limited to 12 spots due to licensing and space restriction.

DISCUSSION

Currently the utilization of space for the infant and toddler program is 80% full time and 20% part time for 3 to 5 years olds it is 70% full time and 30% part time. Full time is defined as 4-5 days per week and part time is 2 – 3 days per week. The full time and part time programs are both at maximum capacity with 298 people on the waitlist, 58 being City staff. Priority registration is given to City staff who account for 50% of the current registrations.

A common challenge in securing quality childcare in the Lower Mainland is the management of waitlisted applicants particularly for the Infant and Toddler program. Large waitlists are common and unfavourable for families seeking child care at this facility and others across the region. There has been much discussion about how to best address this concern. The City is working with the YMCA to continuously improve the level of service related to the waitlist. Council will be made aware of progress in relation to providing high quality child care services at City Hall.

SUSTAINABILITY CONSIDERATIONS

The extension of services provided by the YMCA will assist in supporting the City's Sustainability Charter 2.0 themes of Inclusion and Education and Culture. Specifically, this project will support the following Desired Outcomes (DO) and Strategic Directions (SD):

- Age Friendly Communities - DO 17: Families have access to affordable and quality local childcare.
- Age Friendly Communities - SD 14: Ensure sufficient high quality child care spaces are available in the City.
- Learning - DO 3: Meaningful and accessible early childhood learning opportunities are in place for children and families.

FUNDING

The City has provided the YMCA an exclusive licence to use and occupy the Premises and Outdoor Activity Areas and license to use the Common Areas and Facilities. The YMCA will pay to the City an annual licence fee in the amount of \$1.00 to be paid in full prepayment of the licence fees for the term.

CONCLUSION

Given the City's investment in the day care facility, the City's expectation is that the highest level of child care service be provided. The City will continue to work with the YMCA to provide high quality child care services to employee families and the community.

Based on the above discussions, it is recommended that Council:

- Authorize the General Manager, Parks, Recreation & Culture to amend the Partnering Agreement for the Surrey City Hall Child Care Centre (Appendix "I") for a one (1) year extension effective November 1, 2018 to November 1, 2019 with an option to extend for a further term of four (4) years to November 1, 2023 between the City of Surrey and the and Young Men's Christian Association of Greater Vancouver (YMCA); and
- Authorize the General Manager, Parks, Recreation & Culture to execute the amending Partnering Agreement, subject to satisfactory performance and any other related considerations.

Laurie Cavan,
General Manager
Parks, Recreation & Culture

Appendix "I" – Partnering Agreement – Surrey City Hall Child Care Centre

YMCA of Greater Vancouver

PARTNERING AGREEMENT – SURREY CITY HALL CHILD CARE CENTRE

THIS AGREEMENT made with effect from the 4th of November, 2013

BETWEEN:

CITY OF SURREY, having a business address at 6645-148
Street, Surrey, B.C. V3S 3C7

(the "City")

AND:

**YOUNG MEN'S CHRISTIAN ASSOCIATION OF
GREATER VANCOUVER**, a society incorporated pursuant to
the British Columbia *Societies Act* (Reg. No. S0032179), having a
business address at 100 – 5055 Joyce Street, Vancouver, B.C. V5R
6B2

(the "Service Provider")

The parties hereto agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

- (a) "Agreement" means this agreement and the schedules, attached hereto;
- (b) "Building" means the buildings and facilities located on the Lands;
- (c) "Common Areas and Facilities" means any areas, facilities, utilities, improvements, equipment and installations designated for common or shared use in the Building or on the Lands;
- (d) "Equipment" means the equipment listed in Schedule D;
- (e) "Improvements" has the meaning set out in section 13.1;
- (f) "Lands" means the properties listed in Schedule C;
- (g) "Licence" means the exclusive licence granted on the terms set out herein by the City to the Service Provider to use the Premises for the Term for the purposes set out herein;

- (h) "Outdoor Activity Areas" means the two outside play areas shown on Schedule B as "Outdoor Activity Area (1 West)" and "Outdoor Activity Area (2 West)";
- (i) "Premises" means a portion of the first floor of the Building shown as the "Premises" on Schedule B;
- (j) "Services" means the services to be provided by the Service Provider as detailed in this Agreement;
- (k) "Start-Up Costs" means costs and expenses substantially set out in Schedule F attached hereto; and
- (l) "Term" means an initial term of five (5) years, beginning November 1, 2013.

1.2 Appendices

The following attached Schedules are a part of this Agreement:

- (a) Schedule A – Scope of Services;
- (b) Schedule B – Plan of Premises and Outdoor Activity Areas;
- (c) Schedule C – Lands;
- (d) Schedule D – Equipment.
- (e) Schedule E – Repair and Maintenance; and
- (f) Schedule F – Start-up Costs.

2. APPOINTMENT AND COVENANT

- 2.1 The City hereby retains the Service Provider to provide the Services during the Term and any renewal term pursuant to Section 4. The Service Provider agrees to diligently and responsibly perform the Services in accordance with the provisions of this Agreement.

3. COMPENSATION

- 3.1 In consideration of the performance by the Service Provider of the Services and all of its covenants under this Agreement, the City:
- (a) hereby grants to the Service Provider, the Licence on the terms of this Agreement; and
 - (b) agrees to reimburse the Service Provider for the Start-Up Costs, as described in Schedule F, upon receipt of invoices from the Service Provider evidencing payment of such amounts.

4. OPTION TO RENEW

- 4.1 Unless this Agreement has been terminated pursuant to Section 18, provided the Service Provider is in compliance with this Agreement and is providing the Services, then not later than 180 days before the end of the Term, the City may, at its sole option, renew this Agreement by delivery of written notice to the Service Provider for a further term of five (5) years on the terms and conditions set out herein.

5. INDEPENDENT CONTRACTOR

- 5.1 The Service Provider will be an independent contractor and not the servant, employee or agent of the City.
- 5.2 The Service Provider will not in any manner whatsoever commit or purport to commit the City to the payment of any money except as previously authorized in writing by the City, or as specifically provided herein.
- 5.3 The Service Provider will not be subject to the control of the City in respect of the manner in which the Services are carried out except as specified in this Agreement.
- 5.4 The Service Provider may use the furnishings and appliances available in the Premises at the time it commences operating from such Premises, but at the termination of this Agreement or when it ceases operations at such Premises, will leave such furnishings and appliances in the Premises. Any furnishings or appliances supplied by the Service Provider are and shall remain the exclusive property of the Service Provider at all times, and will be removed from the Premises at the end of the Term or any renewal term.

6. COMPLIANCE WITH LAWS

- 6.1 The Service Provider will at all times, and at its own expense, perform the Services and occupy the Premises with due diligence and in full compliance with all applicable laws and all statutory requirements of every competent federal, provincial, municipal, regional and other statutory authority. Without limitation, the Service Provider will comply in all relevant respects with the Child Care Licensing Regulation of the *Community Care and Assisted Living Act* (British Columbia), as amended or replaced from time to time (the "Regulation"). Further, the Service Provider shall conduct appropriate security and criminal background checks of all potential and new staff and such periodic checks of all staff providing Services on the Premises as is required under the Regulation or other applicable legislation. The Service Provider may only employ staff on the Premises as approved through the Regulation or other applicable legislation.
- 6.2 The Service Provider will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all of its workers, employees and servants providing the Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Service Provider. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Services have been paid in full.

- (a) The Service Provider will provide the City with the Service Provider's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Service Provider is registered in good standing with the Workers' Compensation Board.
 - (b) Without limiting the generality of any other indemnities granted by the Service Provider in this Agreement, the Service Provider will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
 - (c) The Service Provider will ensure compliance with and conform to all health and safety laws, by laws or regulations of the Province of British Columbia, including without limitation the Workers Compensation Act and Regulations pursuant thereto.
 - (d) The City may, on twenty four (24) hours written notice to the Service Provider, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Service Provider or otherwise, any deficiency or immediate hazard.
 - (e) The Service Provider understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations.
- 6.3 The Service Provider will obtain and maintain throughout the Term of this Agreement a valid City of Surrey business license.

7. **OPERATING RECORDS**

- 7.1 The Service Provider will keep accurate records relating to the provision of Services under this Agreement and will provide the City with reports indicating the number of child care spaces filled, and such other information as is reasonably requested by the City, on a bi-annual basis. The reports will provide the City with sufficient information to determine whether the Services are being carried out to the specifications of the City including whether the priorities set out in Schedule A are being followed.

7.2 The Service Provider and the City will comply with all applicable protection of personal information legislation, including the *Personal Information Protection and Freedom of Information Acts* (British Columbia), in its collection, use, storage, disclosure and dissemination of personal information.

7.3 The Service Provider will prepare and maintain proper records related to the Services, including records, receipts and invoices. On request from the City, the Service Provider will make the records available open to audit examination by the City at any time during regular business hours during the time the Service Provider is providing the Services and for a period of three years after the Services are complete.

8. ANNUAL REVIEW

8.1 The City and the Service Provider agree that it will be mutually beneficial to have their representatives meet on an annual basis or at any time requested by either party to review the status of the Services, and the needs of the City for childcare at the Premises. The issues to be addressed in such an informal review may include:

- (a) quality, safety, programming or other operational issues concerning the Services;
- (b) parent feedback and parent participation; and
- (c) the need for capital and non-capital repairs or replacements to the Premises or to the Outdoor Activity Areas (the responsibility for which shall be as per Schedule E).

9. GRANT OF LICENCE AND LICENCE FEE

9.1 The City, in consideration of the agreement of the Service Provider to provide the Services, and of the licence fee payable hereunder, does hereby grant to the Service Provider an exclusive licence to use and occupy the Premises and the Outdoor Activity Areas for the Term and any renewal thereof (if renewed at the sole option of the City under section 4.1). In addition to the exclusive use of the Premises and the Outdoor Activity Areas, the City grants to the Service Provider, for the Term of this Agreement and any renewal (if renewed at the sole option of the City under section 4.1), a license to use the Common Areas and Facilities, in common with the City and others legally entitled to use thereof, subject to the City's general rules of use in respect thereof.

9.2 The Service Provider will pay to the City an annual licence fee in the amount of \$1.00. The City hereby acknowledges receipt of \$5.00, being paid in full prepayment of the licence fees for the Term.

9.3 The Service Provider agrees to keep separate accounts and documentation of all expenses incurred in providing the Services. The Service Provider acknowledges that the City is providing assistance to the Service Provider by providing the Premises rent free, paying the Utilities and other expenses in accordance with section 10.1, paying the Start-Up

Costs, paying the property taxes, and providing the Equipment. As such, the Service Provider agrees to put all profits (which for certainty will be the revenue of the Service Provider from the Services on the Premises net of operating and overhead expenses) into the operation of the Premises and if the profit is significant, as a result of the assistance provided by the City, the parties will discuss the increase of annual license fee or otherwise determine how the surplus is to be utilized by other Surrey programs.

10. EXPENSES

- 10.1 The City will use all reasonable efforts to provide to the Premises (and the Outdoor Activity Areas, as applicable) hot and cold water, electricity, heat, waste removal, cleaning services (cleaning for the Common Areas and Facilities only), landscaping, and security (at the same level as is provided to the rest of the Building excluding any cleaning services, maintenance, or repairs within the Premises) during the Term and any renewal, except as may otherwise be provided in Schedule E hereof. The City and the Service Provider agree that they will, throughout the Term and any renewal comply in all respects with their respective obligations to provide services and to repair and maintain the Premises and Outdoor Activity Areas all as set forth in Schedule E hereto.
- 10.2 The Service Provider will be responsible for all taxes (excluding property taxes, if any) and license fees payable for lawfully operating a child care centre on the Premises, and will pay for all costs of its telephone, facsimile, internet, computer connections, cable and any other utilities other than those specified in section 10.1. The Service Provider will indemnify and save harmless the City from and against liability the City may incur to pay all or any such charges following the Service Provider's failure to do so in a timely manner. Upon request by the City, the Service Provider will deliver promptly to the City evidence satisfactory to the City of payment of all such charges.

11. GENERAL

- 11.1 The Service Provider will not use, or permit to be used, the Premises or any portion thereof for any use or in any manner that interferes with the City's use of other premises in the Building or that harms or threatens to harm the condition or structure of the Building. The City acknowledges that the use of the Premises to provide the Services does not interfere with the City's use of other premises in the Building. The Service Provider will comply with all requirements of fire insurance underwriters in force from time to time during the Term, which relates to the Service Provider in respect of any alterations, replacements, changes, improvements, repairs or additions to the Premises.
- 11.2 The Service Provider may display a sign or signs at an appropriate place or places in the Building to advertise the location of the Premises and the fact that the child care facility is operated by the Service Provider subject to the approval of the City. Before installing such signs, the Service Provider will obtain the City's written consent to the location, size and style of each such sign, such consent not to be unreasonably withheld or delayed.

12. INSURANCE

- 12.1 The Service Provider, at its cost, will obtain and keep in force throughout the Term appropriate property and liability insurance on terms and in amounts normally maintained by a licensed child care centre and, additionally, any other insurance covering risks against which a prudent licensee would insure, in amounts for which a prudent licensee would insure. If the Service Provider fails to obtain and keep in force such insurance, The City may do so on the Service Provider's behalf and at the Service Provider's expense. Without limitation, the Service Provider will take out public liability insurance in an amount not less than \$5 million per occurrence, and will name the City as an additional insured. The Service Provider will use all reasonable commercial efforts to include Abuse and Molestation coverage to amounts similar to other child care providers in the City of Surrey. The Service Provider will provide the City with a certificate of insurance in a form acceptable to the City.
- 12.2 The City will ensure that the Service Provider is added as an additional insured to insurance policies taken out by the City and will provide the Service Provider with a copy of certificates of insurance.
- 12.3 The Service Provider will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) Commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Service Provider, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Service Providers protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The Service Provider will use reasonable commercial efforts to have the Commercial General Liability policy endorsed with a minimum of three million dollars (\$3,000,000) in Abuse and Molestation coverage.
 - (b) Automobile liability insurance on all vehicles owned, operated or licensed in the name of the Service Provider in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
 - (c) Service Providers' equipment insurance in an all risks form covering machinery and equipment used for the performance of the Services.

- 12.4 The Service Provider will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Service Provider will, on request from the City, provide certified copies of all of the Service Provider's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. The Service Provider will be responsible for deductible amounts under the insurance policies. All of the Service Provider's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.
- 12.5 The Service Provider acknowledges that any requirements by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Service Provider acknowledges and agrees that the Service Provider is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Service Provider from responsibility for any amounts which may exceed these limits, for which the Service Provider may be legally liable.
- 12.6 The Service Provider shall place and maintain, or cause any of its subcontractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- 12.7 The Service Provider hereby waives all rights of recourse against the City for loss or damage to the Service Provider's property.

13. ALTERATIONS TO PREMISES

- 13.1 During the Term, the Service Provider will not make, erect, install, or alter any improvements, including without limitation, all fixtures, trade fixtures, improvements, installations, alterations, and additions made, erected, or installed now or from time to time in the Premises (collectively, "Improvements"), without having requested and obtained the City's prior written approval, which approval the City may withhold, in its sole discretion. In making, erecting, installing or altering any Improvements, the Service Provider will comply with all construction guidelines established by the City from time to time, will obtain and comply with all required building and occupancy permits, and will not alter or interfere with any installations which have been made by the City without the prior written approval of the City. For certainty, the lifecycle replacement of the improvements and fixtures situate in the Premises as of the Commencement Date hereof shall be the Service Provider's responsibility, except as may otherwise be provided in Schedule E hereto.
- 13.2 The Service Provider will, throughout the Term and any renewal thereof, keep the Premises in a tidy condition and will not cause any waste or damage to the Premises or permit the Premises to become untidy or unsightly.

- 13.3 The City will only be responsible for those repairs and maintenance items listed in Schedule E. Without limiting the specific requirements in Schedule E, the Service Provider will be responsible for keeping the Premises in good repair and decoration including City supplied fittings, Equipment and furnishings.
- 13.4 The City is responsible for all costs and expenses incurred in the design and construction, of the Premises together with providing the Equipment, which will be owned by the City.
- 13.5 The City, by its representatives, may enter upon the Premises at all reasonable times and at any time during any emergency to inspect the state of repair and maintenance and to permit the efficient operation of the Building.

14. COMMON AREAS AND FACILITIES

- 14.1 The Service Provider will have for itself and its licensees and invitees the non-exclusive right to use the Common Areas and Facilities, in common with the City and others entitled thereto for their proper and intended purposes. The Common Areas and Facilities are subject to the exclusive control and management of the City. The Service Provider will have access to the Premises over any appropriate roads and driveways, and through and over any appropriate entrances and corridors of the Building.
- 14.2 The Service Provider agrees to advise the adults dropping off children to use the drop-off area for this purpose designated by the City. At no time shall the adults block any travelled portion of the access driveways or roads.

15. SURRENDER OF PREMISES

- 15.1 Upon the expiration or earlier termination of this Agreement and the Term (or any renewal term) and any period of over holding to which the City consents, the Service Provider will surrender to City vacant possession of the Premises in a neat and tidy state in accordance with the obligations of the Service Provider under this Agreement and subject to reasonable wear and tear.
- 15.2 All Improvements in or upon the Premises will immediately upon affixation be and become City's property without compensation therefore to the Service Provider. Except to the extent otherwise expressly agreed by the City in writing, no Improvements, trade fixtures, furniture, or Equipment will be removed by the Service Provider from the Premises either during or at the expiration or sooner termination of the Term, except that:
- (a) the Service Provider may at the end of the Term or any renewal term remove its trade fixtures; and
 - (b) the Service Provider will remove its furniture and equipment at the end of the Term or any renewal term, and also during the Term in the usual and normal course of its business where such furniture or equipment has become excess for the Service Provider's purposes or the Service Provider is substituting therefore new furniture and equipment.

15.3 The Service Provider will, in the case of every removal either during or at the end of the Term, immediately make good any damage caused to the Premises by the installation and removal.

16. QUIET ENJOYMENT

16.1 If the Service Provider duly and punctually complies with its obligations under this Agreement, the Service Provider will be entitled to peaceably possess and enjoy the Premises during the Term without any interruption or disturbance from the City or any person claiming by, through or under the City.

17. ASSIGNMENT AND SUB-CONTRACTING

17.1 The Service Provider will not:

- (a) assign, either directly or indirectly, this Agreement in whole or in part, or any right of the Service Provider under this Agreement,
- (b) sublicense all or any part of the Premises, nor suffer or permit the occupation by any person other than Service Provider of all or any part of the Premises, or part with or share possession of all or any part of the Premises, or
- (c) sub-contract the provision of any of the Services.

provided that the Service Provider can assign this Agreement and its rights hereunder to a successor organization with the consent of the City, not to be unreasonably withheld.

17.2 The Service Provider may not mortgage or otherwise encumber this Agreement or the Premises or a part thereof.

18. TERMINATION

18.1 If and whenever:

- (a) the Service Provider assigns or sub-contracts any part of this Agreement or parts with possession of the Premises or any part thereof;
- (b) the Service Provider commits an act of bankruptcy, is subject to the appointment of a receiver, or otherwise commits an act of insolvency;
- (c) the Service Provider commits a material breach of any of the Service Provider's obligations hereunder which is not cured within 30 days after delivery of notice by the City to the Service Provider specifying such breach or, if the breach is such that it cannot be cured within 30 days and the Service Provider is not diligently taking steps to remedy the default; or

- (d) in the City's sole discretion, the operation of the Service Provider at the Premises is putting at risk the health or safety of any person and such circumstance is not cured within 24 hours after notification by the City to the Service Provider unless such circumstance cannot be cured within such period in which case the Service Provider does not immediately commence to cure such circumstances or does not cure such circumstances within 30 days after delivery of such notice, provided that if the City determines there is a continuing and unacceptable risk to health or safety during the grace period that has not been cured, the City may upon notice to the Service Provider suspend further performance of Services until such circumstance is cured to the satisfaction of the City;

then the City, at its option, may without prejudice to any other right or remedy it may then have or be entitled to immediately or at any time thereafter and without notice or any form of legal process, terminate this Agreement, take possession of all or any of the Premises or any part thereof in the name of the whole and expel the Service Provider and those claiming through or under it and remove its or their effects without being deemed guilty of any manner of trespass, any statute or law to the contrary notwithstanding and without further claim by Service Provider for the value of the Agreement or for other damages.

18.2 The Service Provider, at its sole discretion, shall be permitted to terminate this Agreement upon 180 days' notice to the City.

18.3 If the Service Provider remains in possession of the Premises after the termination of the Term it shall be permitted to occupy the Premises on a month to month basis unless and until the City shall provide the Service Provider with 30 days' notice that this Agreement will not be renewed or extended.

19. REFERENCES

19.1 Every reference to the City in this Agreement will include any person designated by the City to act for or on its behalf with respect to any provision or provisions of the Agreement.

20. NOTICES

20.1 Any notice, request or demand herein provided or permitted to be given will be sufficiently given if personally served or delivered by facsimile to the address or facsimile number as follows:

(a) to the City:

City of Surrey
6645 - 148th Street
Surrey, B.C. V3S 3C7
Attention: General Manager, Human Resources
Fax number: 604-591-4517

(b) to the Service Provider:

Young Men's Christian Association of Greater Vancouver
Suite 100 – 5055 Joyce Street
Vancouver, BC V5R 6B2

Attention: Vice President Operations

Fax number: 604-688-0220

With a copy to:

Attention: General Manager - Early Years

Fax number: 604-294-9414.

20.2 Any party may at any time give written notice to the others of any change of address and after the giving of such notice the address therein specified will be deemed to be the address of such party for the purpose of giving notices hereunder.

21. MISCELLANEOUS

21.1 This Agreement will be governed by, and construed in accordance with, the laws of the Province of British Columbia.

21.2 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

21.3 No amendment or modification to this Agreement will be effective unless the same has been reduced to writing and duly executed by the parties.

21.4 The schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

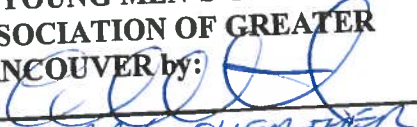
21.5 The Service Provider hereby represents and warrants to the City that its signatory has been duly authorized by it to enter into this Agreement without corporate seal on behalf of the society.


- 21.6 The City hereby represents and warrants to the Service Provider that its signatory has been duly authorized by it to enter into this Agreement without corporate seal on its behalf.
- 21.7 Time will be of the essence of this Agreement.
- 21.8 No waiver of any default hereunder will be binding unless acknowledged in writing by the waiving party. Any condoning, excusing or overlooking by a party hereunder of any default by the other party will not operate as a waiver of any rights hereunder in respect of any subsequent default.
- 21.9 This Agreement will be binding upon the City and its assigns and the Service Provider, its successors and permitted assigns.
- 21.10 Words in the singular will include the plural and words in the plural will include the singular and words in the masculine gender will include feminine and neuter genders and vice versa where the context so requires.
- 21.11 The Licence will not be registered at the Land Title Office.
- 21.12 If any term, covenant or condition of this Agreement is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition is deemed to be independent of the remainder of the Agreement and to be severable and divisible therefrom.
- 21.13 No amendment supplement, or restatement of any provision of this Agreement is binding unless it is in writing and signed by each party to this Agreement at the time of the amendment, supplement, or restatement.

21.14 This Agreement constitutes the entire agreement between the parties as to the subject matter herein and supersedes all prior agreements or representations, whether written or oral.

IN WITNESS WHEREOF the parties have executed this Agreement as of the 4th day of November, 2013.

SIGNED AND DELIVERED on behalf of
the **YOUNG MEN'S CHRISTIAN
ASSOCIATION OF GREATER
VANCOUVER** by:


Name CRAG SHEATHER
Authorized Signatory


Name DENIS GAGNON
Authorized Signatory

SIGNED AND DELIVERED on behalf of
the **CITY OF SURREY** by:


Name _____
Authorized Signatory

SCHEDULE A
SCOPE OF SERVICES

The Service Provider will:

1. Maintain and operate a child care facility in the Premises, providing licensed fulltime and part-time child care in the Premises with the spaces specified in the table below:

	City of Surrey
Minimum number of spaces:	
Infant/Toddler	12
Group Preschool	25
	<u>37</u>

2. Operate, every Monday to Friday, excluding statutory holidays, the operating hours specified in the table below:

	City of Surrey
Operating hours	7:00 a.m. to 5:30 p.m.

3. Reservation and Wait Listing Priority

Reserve one hundred (100%) per cent of each category of child care spaces at the Premises for:

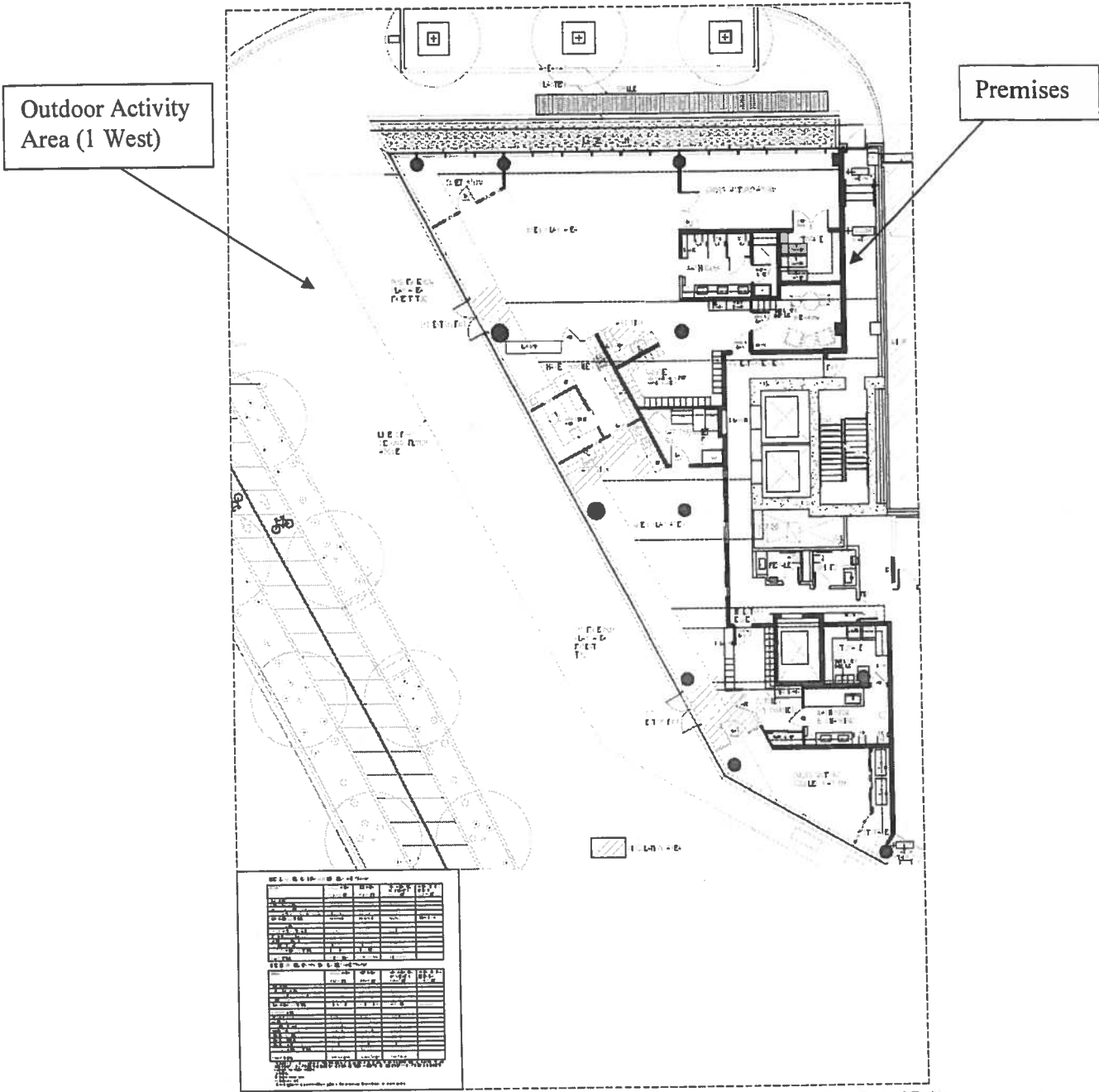
- (a) children of employees of City of Surrey (regardless of location of employment), and
- (b) in secondary priority, such other group as may be determined by the City of Surrey,

with all such children to be treated equally on a first come, first served basis. If the demand for placement exceeds the capacity, a waiting list for each category of space will be established and vacancies will be filled on a first come, first served basis from such waiting lists.

If any spaces are unfilled by such priority waiting list, such spaces will be available to children of the public generally, on a first come, first served basis.

4. Provide a quality child care program which is developmentally appropriate and inclusive of all children.
5. The Service Provider may not make changes to Schedule A without the prior written approval of the City of Surrey.

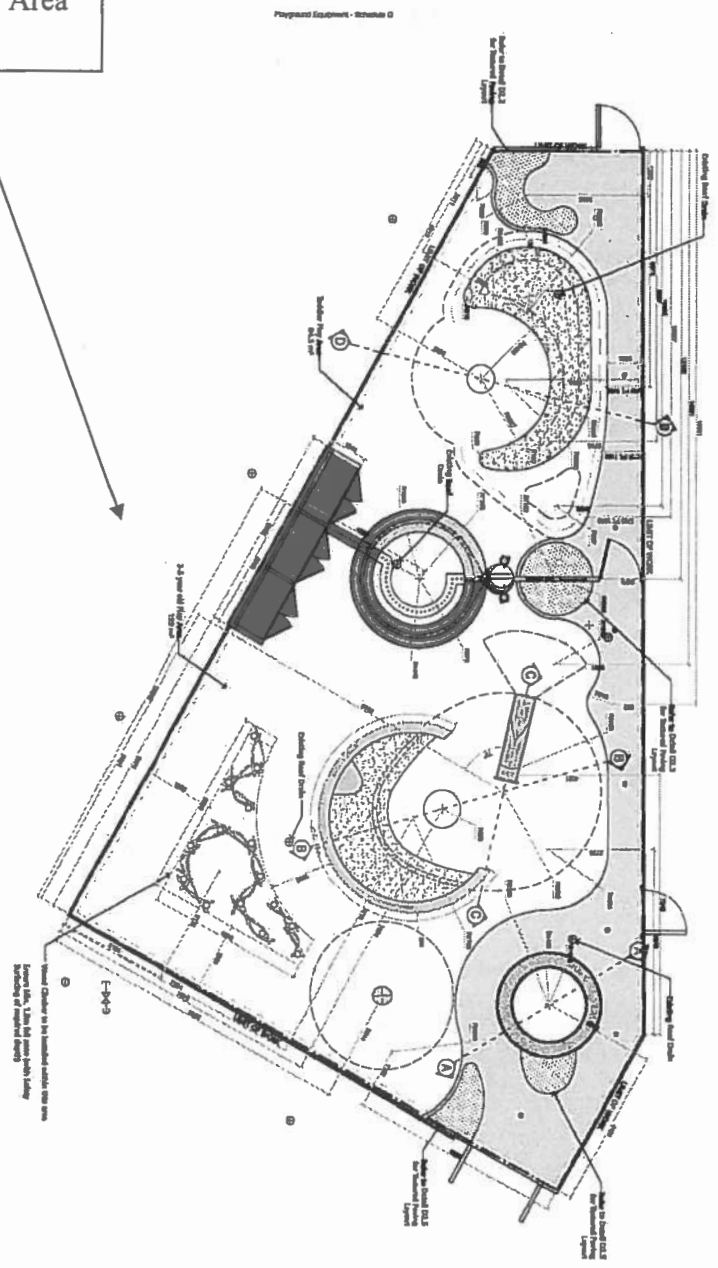
SCHEDULE B
PLAN OF PREMISES AND OUTDOOR ACTIVITY AREAS



SECTION 1 - 0.000 - 0.000 - 0.000			
NO.	DESCRIPTION	QTY	UNIT
1	CONCRETE	100	M ³
2	STEEL	50	KG
3	CEMENT	200	MT
4	BRICK	1000	M ²
5	GLASS	50	M ²
6	PAINT	10	L
7	ROOFING	100	M ²
8	PLASTER	200	M ²
9	WATERPROOFING	100	M ²
10	INSULATION	50	M ³
11	MECHANICAL	10	UNIT
12	ELECTRICAL	5	UNIT
13	PLUMBING	10	UNIT
14	LANDSCAPING	100	M ²
15	PAVING	1000	M ²
16	CONCRETE	50	M ³
17	STEEL	20	KG
18	CEMENT	100	MT
19	BRICK	500	M ²
20	GLASS	20	M ²
21	PAINT	5	L
22	ROOFING	50	M ²
23	PLASTER	100	M ²
24	WATERPROOFING	50	M ²
25	INSULATION	20	M ³
26	MECHANICAL	5	UNIT
27	ELECTRICAL	2	UNIT
28	PLUMBING	5	UNIT
29	LANDSCAPING	50	M ²
30	PAVING	500	M ²
31	CONCRETE	20	M ³
32	STEEL	10	KG
33	CEMENT	50	MT
34	BRICK	200	M ²
35	GLASS	10	M ²
36	PAINT	2	L
37	ROOFING	20	M ²
38	PLASTER	40	M ²
39	WATERPROOFING	20	M ²
40	INSULATION	10	M ³
41	MECHANICAL	2	UNIT
42	ELECTRICAL	1	UNIT
43	PLUMBING	2	UNIT
44	LANDSCAPING	20	M ²
45	PAVING	200	M ²
46	CONCRETE	10	M ³
47	STEEL	5	KG
48	CEMENT	20	MT
49	BRICK	100	M ²
50	GLASS	5	M ²
51	PAINT	1	L
52	ROOFING	10	M ²
53	PLASTER	20	M ²
54	WATERPROOFING	10	M ²
55	INSULATION	5	M ³
56	MECHANICAL	1	UNIT
57	ELECTRICAL	0.5	UNIT
58	PLUMBING	1	UNIT
59	LANDSCAPING	10	M ²
60	PAVING	100	M ²
61	CONCRETE	5	M ³
62	STEEL	2	KG
63	CEMENT	10	MT
64	BRICK	50	M ²
65	GLASS	2	M ²
66	PAINT	0.5	L
67	ROOFING	5	M ²
68	PLASTER	10	M ²
69	WATERPROOFING	5	M ²
70	INSULATION	2	M ³
71	MECHANICAL	0.5	UNIT
72	ELECTRICAL	0.2	UNIT
73	PLUMBING	0.5	UNIT
74	LANDSCAPING	5	M ²
75	PAVING	50	M ²
76	CONCRETE	2	M ³
77	STEEL	1	KG
78	CEMENT	5	MT
79	BRICK	20	M ²
80	GLASS	1	M ²
81	PAINT	0.2	L
82	ROOFING	2	M ²
83	PLASTER	4	M ²
84	WATERPROOFING	2	M ²
85	INSULATION	1	M ³
86	MECHANICAL	0.2	UNIT
87	ELECTRICAL	0.1	UNIT
88	PLUMBING	0.2	UNIT
89	LANDSCAPING	2	M ²
90	PAVING	20	M ²
91	CONCRETE	1	M ³
92	STEEL	0.5	KG
93	CEMENT	2	MT
94	BRICK	10	M ²
95	GLASS	0.5	M ²
96	PAINT	0.1	L
97	ROOFING	1	M ²
98	PLASTER	2	M ²
99	WATERPROOFING	1	M ²
100	INSULATION	0.5	M ³
101	MECHANICAL	0.1	UNIT
102	ELECTRICAL	0.05	UNIT
103	PLUMBING	0.1	UNIT
104	LANDSCAPING	1	M ²
105	PAVING	10	M ²
106	CONCRETE	0.5	M ³
107	STEEL	0.2	KG
108	CEMENT	1	MT
109	BRICK	5	M ²
110	GLASS	0.2	M ²
111	PAINT	0.05	L
112	ROOFING	0.5	M ²
113	PLASTER	1	M ²
114	WATERPROOFING	0.5	M ²
115	INSULATION	0.2	M ³
116	MECHANICAL	0.05	UNIT
117	ELECTRICAL	0.02	UNIT
118	PLUMBING	0.05	UNIT
119	LANDSCAPING	0.5	M ²
120	PAVING	5	M ²
121	CONCRETE	0.2	M ³
122	STEEL	0.1	KG
123	CEMENT	0.5	MT
124	BRICK	2	M ²
125	GLASS	0.1	M ²
126	PAINT	0.02	L
127	ROOFING	0.2	M ²
128	PLASTER	0.4	M ²
129	WATERPROOFING	0.2	M ²
130	INSULATION	0.1	M ³
131	MECHANICAL	0.02	UNIT
132	ELECTRICAL	0.01	UNIT
133	PLUMBING	0.02	UNIT
134	LANDSCAPING	0.2	M ²
135	PAVING	2	M ²
136	CONCRETE	0.1	M ³
137	STEEL	0.05	KG
138	CEMENT	0.2	MT
139	BRICK	1	M ²
140	GLASS	0.05	M ²
141	PAINT	0.01	L
142	ROOFING	0.1	M ²
143	PLASTER	0.2	M ²
144	WATERPROOFING	0.1	M ²
145	INSULATION	0.05	M ³
146	MECHANICAL	0.01	UNIT
147	ELECTRICAL	0.005	UNIT
148	PLUMBING	0.01	UNIT
149	LANDSCAPING	0.1	M ²
150	PAVING	1	M ²

Monyama & Teshima
kasian

Outdoor Activity Area
(2 West)



Playground Equipment - Schedule G

NOTES:

1. Refer to L-3 notes.
2. The Customer shall verify ground conditions on the site prior to the start of construction. The Contractor shall be responsible for any ground conditions that are not suitable for the proposed play equipment.
3. The Contractor shall verify ground conditions on site, including any utility lines, prior to the start of construction. The Contractor shall be responsible for any ground conditions that are not suitable for the proposed play equipment.
4. The Contractor shall verify ground conditions on site, including any utility lines, prior to the start of construction. The Contractor shall be responsible for any ground conditions that are not suitable for the proposed play equipment.

L-3 <small>12-001</small>	PROJECT DAYCARE PLAY SPACE Surrey City Hall	DATE 2018.11.06	DESIGNER ARCH D	REVISIONS <table border="1"> <thead> <tr> <th>No.</th> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2018.11.06</td> <td>Initial Design</td> </tr> <tr> <td>2</td> <td>2018.11.06</td> <td>Revised Design</td> </tr> </tbody> </table>	No.	Date	Description	1	2018.11.06	Initial Design	2	2018.11.06	Revised Design	SCALE 1:100	PROJECT NUMBER SPACEPLACE	
	No.	Date	Description													
1	2018.11.06	Initial Design														
2	2018.11.06	Revised Design														
REFER TO L-6 FOR ALL NOTES																

SCHEDULE C

LANDS

Premises:

1. Civic address
Surrey Civic Centre
13450 104th Ave.
Surrey, BC

Lands:

Legal description:

Parcel Identifier: 028-651-910

Lot A Section 27 Block 5 North Range 2 West New Westminster District

Plan BCP48957 Except Plans BCP51303 and EPP25305

DM_VAN/253775.00001/8323563.8

SCHEDULE D

EQUIPMENT

[To be inserted.]

DM_VAN/253775.00001/8323563.8

SCHEDULE E
REPAIR AND MAINTENANCE

Item	Description	Party to Perform the Work	Party Responsible to pay for the Work
1.	Heating, Ventilation and Air Conditioning exclusive to or within the Premises (excluding common equipment/systems)		
a.	Annual inspection	City	City
b.	Routine maintenance and repair	City	City
c.	Provision & replacement of filter material	City	City
d.	Cleaning of ducts	City	City
e.	Life cycle replacement (Capital Maintenance)	City	City
2.	Common Heating, Ventilation and Air Conditioning (systems serving more than the Premises)		
a.	Annual inspection, maintenance and repair	City	City
b.	Life cycle replacement	City	City
3.	Plumbing Systems exclusive to or within the Premises (excluding common systems/equipment)		
a.	Preventive maintenance and repairs to hot water heating/systems	City	City
b.	Major repairs and replacement of hot water heating systems	City	City
Item	Description	Party to Perform the Work	Party Responsible to pay for the Work
c.	Repairs to all fixtures including faucets, and all other routine repairs	City	City

d.	Life cycle replacement of hot water systems, fixtures and piping	City	City
e.	Unplugging toilets	City	Service Provider
4.	Common Plumbing Systems (systems serving more than the Premises)		
a.	Annual inspection, maintenance and repair	City	City
b.	Life cycle replacement	City	City
5.	Mechanical Systems (including elevators) exclusive to or within the Premises (excluding common systems/equipment)		
a.	Preventive maintenance and repairs	City	City
b.	Life cycle replacement	City	City
c.	Installation, maintenance and replacement of additional equipment provided and installed by the tenant requires prior approval from the City	City	City
6.	Common Mechanical Systems (including elevators, systems servicing more than the Premises)		
a.	Annual inspection, maintenance and repair	City	City
b.	Life cycle replacement	City	City
7.	Fire Protection & Suppression exclusive to the Premises		
a.	Monthly inspection of fire extinguishers and smoke detectors within the Premises	City	City
b.	Annual inspection of fire extinguishers within Premises	City	City
Item	Description	Party to Perform the Work	Party Responsible to pay for the Work
c.	Repairs/recharging of fire extinguishers within Premises	City	City

8.	Common Fire Protection & Suppression (systems serving more than the Premises)		
a.	Annual inspection, maintenance and repairs of the fire alarm system	City	City
b.	Life cycle replacement of fire alarm system	City	City
c.	Annual inspection, maintenance and repair of fire sprinkler system	City	City
d.	Life cycle replacement of fire sprinkler system	City	City
9.	Security Systems dedicated to or within the Premises		
a.	System monitoring, inspection, maintenance and repair	City	City
b.	Life cycle replacement	City	City
c.	Repair, replacement, rekeying of locks	City	City
d.	Provision of access cards/fobs	City	City
e.	Programming of access cards/fobs	City	City
10.	Common Security Systems (systems serving more than the Premises)		
a.	System monitoring, inspection, maintenance and repair	City	City
b.	Life cycle replacement	City	City
c.	Maintenance, repair and replacement of CCTV system	City	City
11.	Electrical Distribution Systems exclusive to or within the Premises (excluding common systems/equipment)		
Item	Description	Party to Perform the Work	Party Responsible to pay for the Work
a.	Repairs and upgrades required by Code or initiated by CS	City	City

b.	Inspection, maintenance and repair of wiring, breakers and electrical panels	City	City
c.	Life cycle replacement of wiring, breakers and panels	City	City
d.	Repair or replacement of switches, receptacles, cover plates	City	City
12.	Common Electrical Distribution Systems (systems serving more than the Premises)		
a.	Inspection, maintenance and repair of electrical distribution systems to the Premises	City	City
b.	Life cycle replacement of electrical distribution systems to the Premises	City	City
13.	Lighting Systems within the Premises		
a.	Bulb/tube replacement for interior lighting	City	Service Provider
b.	Annual inspection and maintenance of interior emergency/exit lighting	City	City
c.	Interior lighting ballast replacement	City	City
d.	Life cycle replacement of fixtures	City	City
e.	Cleaning of interior light fixtures	Service Provider	Service Provider
f.	Provision, maintenance, repair and replacement of portable lighting fixtures	Service Provider	Service Provider
14.	Common Lighting Systems		
a.	Inspection, maintenance, repair, and cleaning	City	City
b.	Life cycle replacement	City	City
Item	Description	Party to Perform the Work	Party Responsible to pay for

			the Work
15.	Interior Windows (interior to the Premises)		
a.	Breakage and routine repair	City	Service Provider
b.	Cleaning of interior and exterior	Service Provider	Service Provider
c.	Life cycle replacement	City	City
16.	Exterior Windows of the Premises		
a.	Breakage and routine repair	City	City
b.	Cleaning of exterior	City	City
c.	Life cycle replacement	City	City
d.	Cleaning of interior (of exterior windows)	Service provider	Service Provider
17.	Common Area Windows		
a.	Breakage and repair	City	City
b.	Cleaning	City	City
c.	Life cycle replacement	City	City
18.	Interior Doors (interior to the Premises)		
a.	Maintenance and repair	City	City
b.	Life cycle replacement	City	City
19.	Exterior Doors of the Premises		
a.	Maintenance and repair	City	City
Item	Description	Party to Perform the	Party Responsible

		Work	to pay for the Work
b.	Life cycle replacement	City	City
20.	Interior Surfaces within the Premises		
a.	Interior life cycle repainting	City	City
b.	Maintenance and cleaning of the window applications including but not limited to blinds and curtains	Service Provider	Service Provider
c.	Repairs to interior walls and ceilings, including minor painting	Service Provider	Service Provider
d.	Life cycle replacement of ceiling tiles	City	City
e.	Interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks not caused by the tenant or operations	City	City
f.	Maintenance and repairs of floor coverings, including carpet and tile	Service Provider	Service Provider
g.	Life cycle replacement of flooring	City	City
h.	Maintenance and repair of millwork	Service Provider	Service Provider
i.	Lifecycle replacement of millwork	City	City
21.	Interior Surfaces within Common Areas		
a.	All maintenance and repairs	City	City
b.	All capital maintenance and replacements	City	City

Item	Description	Party to Perform the Work	Party Responsible to pay for the Work
22.	Major Structural Systems		
a.	Repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing, and parking lots due to damage not related to the tenancy	City	City
b.	Repairs to painting of exterior surfaces including windows, trim , fascia, and soffits	City	City
c.	Repairs to roof (excluding structural repairs) and replacement of roof	City	City
23.	Site Services		
a.	Removal of snow and ice from entrance and parking areas	City	City
b.	Removal of snow and ice from roof areas	City	City
c.	Repairs of water and sewage systems (beyond the building perimeter)	City	City
d.	Maintenance and repair of parking areas	City	City
24.	Signage exterior to Premises		
e.	Maintenance, repair and replacement (subject to prior approval of the City)	Service Provider	Service Provider
25.	Interior Signage within the Premises		
a.	Maintenance, repair and replacement	Service Provider	Service Provider

Item	Description	Party to Perform the Work	Party Responsible to pay for the Work
26.	Play Area and Equipment		
a.	Inspection, maintenance, and repair of playground equipment and structures on 2 West	City	City
b.	Inspection, maintenance, and repair of playground equipment and structures on 1 West	Service Provider	Service Provider
c.	Lifecycle replacement of play equipment and structures on 2 West	City	City
d.	Lifecycle replacement of removable play equipment and structures on 1 West	Service Provider	Service Provider
e.	Lifecycle replacement of removable play equipment on 2 West (except as a result of vandalism)	Service Provider	Service Provider
f.	Maintenance, repair and replacement of general outdoor surfaces, gates and fences	City	City
g.	Maintenance, repair and replacement of sand and fibre material	City	City
h.	Maintenance of landscaping (plantings)	City	City
27.	Janitorial Services within the leased premises		
a.	Routine janitorial/custodial services	Service Provider	Service Provider
b.	Pest control services (interior)	Service Provider	Service Provider
c.	Provision of washroom supplies	Service Provider	Service Provider
d.	Garbage removal services (Service Provider must put garbage in the common hallway at the end of the day)	City	City
28.	Janitorial Services within the common areas		
a.	Routine janitorial/custodial services	City	City

Item	Description	Party to Perform the Work	Party Responsible to pay for the Work
b.	Pest control services (interior)	City	City
c.	Provision of washroom supplies	City	City
d.	Garbage removal services	City	City
29.	Appliance, 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	Service Provider	Service Provider
b.	Replacement of all appliances, program and non-installed equipment	Service Provider	Service Provider
c.	Maintenance, repair, and replacement of furniture	Service Provider	Service Provider
30.	Renovations and Upgrades to the Premises		
a.	Any upgrades, additions, enhancements or improvements beyond what was originally provided during construction is subject to prior approval from the City, and responsibility will be dependent upon the scope of work	Service Provider	Service Provider
31.	Utilities		
a.	Electricity	City	City
b.	Gas	City	City
c.	Water and Sewer	City	City

Item	Description	Party to Perform the Work	Party Responsible to pay for the Work
32.	Business Operations		
a.	Telephone, internet & cable services	Service Provider	Service Provider
b.	Insurance (Commercial General Liability, business interruption, contents, etc.)	Service Provider	Service Provider
c.	Supplies and equipment, including for bathroom and kitchen	Service Provider	Service Provider
d.	Building Insurance	City	City
e.	Staff Parking	Service Provider	Service Provider