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TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE JANUARY 21, 2013
FROM:	LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES
SUBJECT:	NEIGHBOURHOOD FAMILY CENTRE THAMES VALLEY DISTRICT SCHOOL BOARD WHITE OAKS PUBLIC SCHOOL

RECOMMENDATION

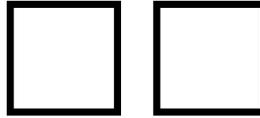
That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services the attached proposed By-law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting to be held on of January 29, 2013 to:

- (a) **APPROVE** a Funding and Project Agreement between the City and the Thames Valley District School Board for the construction of a Neighbourhood Family Centre at White Oaks Public School; and
- (b) **AUTHORIZE** the Mayor and Clerk to execute the agreements in (a) above.

it being noted that the estimated cost of \$1.057 million associated with this project is within the available amount of \$1.212 million of 100% Provincial funding.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- Child and Youth Agenda II - "The Best for Our Children, Youth and Families II – The Next Three Years of London's Child and Youth Agenda to 2015" – November 2012
- Overview of Child Care in London and the City of London's Role as a Consolidated Municipal Service Manager (CMSM) – February 15, 2011
- Provincial Announcement on Early Learning and Child Care – May 10, 2010
- Provincial Announcement Regarding Full-Day Learning for Four and Five Year Olds in Ontario – November 16, 2009
- Full Day Learning for Four and Five Year Olds Pilot Projects in London– October 19, 2009
- Update on Provincial Child Care Funding Allocations – September 28, 2009
- Dr. Charles Pascal Report: With our Best Future in Mind, Implementing Early Learning in Ontario – July 20, 2009
- Best Start Capital Budget Progress Report - July 9, 2007
- Best Start Thames Valley District School Board – Northbrae Public School - May 28, 2007
- Strengthening Neighbourhoods Initiative: Kipps Lane Strategy - May 13, 2007
- Best Start Implementation Plan - May 8, 2006
- Best Start Plan Update - October 17, 2005
- Best Start Plan - August 22, 2005
- Further Information about the Multilateral Framework on Early Learning and Child Care Funding - January 10, 2005



BACKGROUND

BACKGROUND

In 2005, the Province of Ontario introduced the Best Start Strategy, requiring Consolidated Municipal Service Managers (CMSMs) to develop and implement plans to create Best Start Day Nurseries and Best Start Early Learning and Care Hubs. In May 2006, Municipal Council approved London’s Best Start Plan, and on May 8, 2006, Municipal Council resolved: “that, on the recommendation of the General Manager of Community Services, the Civic Administration **BE AUTHORIZED** to implement the Best Start early learning and child care initiative”. Subsequent to that authorization, the first Best Start Day Nursery and Early Learning and Care Hub was constructed at Northbrae Public School.

Between 2008 and 2011, building on the success of the Northbrae Hub and the work of London’s Strengthening Neighbourhoods initiative and London’s Child and Youth Network, the neighbourhoods of White Oaks and Argyle were identified as being high priority areas for future investment in services for children and families.

In 2009, Dr. Charles Pascal released his report “*With Our Best Future in Mind, Implementing Early Learning in Ontario*”. In this report, Dr. Pascal called for the evolution of the Best Start Early Learning and Care Hub concept into a more integrated neighbourhood based Child and Family Centre that consolidates functions and programs that support the healthy development of children and families. Central to Dr. Pascal’s recommendations is the premise that these child and family centres be located within schools.

Concurrent to Dr. Pascal’s report, London’s Child and Youth Network had been developing a vision of a “family centred service delivery system”. This ground breaking work, which has been recognized across the Province, builds on the concept proposed by Dr. Pascal, broadening the notion of service integration to include a full continuum of functions for children, youth and families delivered through inter-professional communities of practice. During 2011, the Child and Youth Network completed a comprehensive Neighbourhood Family Centre Implementation Framework to guide the development and sustainability of a network of Neighbourhood Family Centres across the City. In summary, the Family Centred Service System Plan describes a network of Neighbourhood Family Centres located at schools. Each Family Centre will be operated by a non-profit Lead Agency – the City will not be the owner or operator of the Family Centre. (It is anticipated that the White Oaks Family Centre will be operated by London’s Children Connection in collaboration with the South London Neighbourhood Resource Centre.) The Lead Agency will enter into a lease and operating agreement with the Thames Valley District School Board for the Family Centre space, and will be responsible for all aspects of operating the Centre under the terms of that agreement.

With the Neighbourhood Family Centre Implementation Framework complete, Civic Administration moved forward in the spring of 2012 with the next phase of the Family Centred Service System Plan, in accordance with Council Resolution of November 20, 2012, and to utilize the remaining 100% Provincial Best Start Capital which was provided in 2006 to establish neighbourhood hubs and child care centres. Working with the Thames Valley District School Board, locations were identified in the White Oaks neighbourhood (i.e. White Oaks Public School) and the Argyle neighbourhood (i.e. Lord Nelson Public School), where Neighbourhood Family Centres could be established. Cost estimates were requested from the Board’s Architect. The opportunity currently exists to benefit from lower costs and a more efficient construction project by combining the construction of the White Oaks Family Centre with the Full Day Kindergarten renovations planned for the White Oaks School in the summer of 2013. Therefore it is recommended that this project proceed first.

The Funding and Project Agreement attached as Schedule 1 is the proposed formalized requirement establishing the conditions, standards, and timelines by which the 100% Provincial dollars will fund the cost of the school renovations and new construction with the above noted Best Start funding.

Pending the execution of the Project and Funding Agreement and in support of creating the Neighbourhood Family Centre at White Oaks Public School, the Thames Valley District School Board has ensured:

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- the completion and availability of the architectural drawings for the construction and renovation within the existing school for the Neighbourhood Family Centre;
- the approval of these plans by the City of London; and
- that the Board is now positioned to publish the construction tender for this project for a planned completion date in the Fall of 2013.

FINANCIAL IMPACT

Funds for this project will come from the 100% Provincial Best Start funding. As these are 100% Provincial dollars, there is no City investment required for this project, as long as the costs do not exceed the contingency allowance.

The estimated cost to construct the White Oaks Family Centre is \$1.057 million, including capital construction costs, 10% contingency allowances and associated Professional Fees and Services. This estimate has been provided by the Architect selected by the Thames Valley District School Board responsible for the Full Day Kindergarten related renovations planned for White Oaks Public School. The Architect is familiar with the school and has experience with projects similar to the Family Centre concept.

It is noted that there is no cap on the construction cost included in the Funding and Project Agreement. The risk to the City is that the project's cost may exceed the available Best Start funds, and that the City will then be liable to pay any amounts that are in excess of the contingency allowance. This risk will be mitigated by the following factors:

- Under the proposed Funding and Project Agreement with the Thames Valley District School Board, the City has the right to review and approve the final tender. In the event that the tenders exceed the estimated amount, the City has the option to undertake a full evaluation of options and has option to not proceed with the project.
- The total amount of the remaining 100% Provincial Best Start funding being used to support this project is \$1.212 million. This amount allows for an additional contingency allowance of 15% above the estimated project cost of \$1.057 million, which already includes a 10% contingency allowance.
- The Thames Valley District School Board has experience as a Project Manager in previous projects, and it is likely that this project will be delivered on time and within the tendered budget.

SUBMITTED BY:	RECOMMENDED BY:
	
Ian Gibb Manager, Children's Services Neighbourhood, Children and Fire Services	Lynne Livingstone Managing Director, Neighbourhood, Children and Fire Services

Appendix A

Bill No.
2013

By-law No.

A By-law to approve the Funding and Project Agreement with Thames Valley District School Board for construction of a Neighbourhood Family Centre at White Oaks Public School.

WHEREAS the City has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, or any other Act, pursuant to the provisions of section 9 of the *Municipal Act, 2001*;

AND WHEREAS the City is requesting the Thames Valley District School Board renovate and construct the White Oaks Public School for the purposes of a Neighbourhood Family Centre;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Funding and Project Agreement to be entered into between The Corporation of the City of London and THAMES VALLEY DISTRICT SCHOOL BOARD, with financing available from the 100% Provincial Best Start funding, to renovate and construct a Neighbourhood Family Centre at White Oaks Public School, substantially in the form attached as Schedule 1 to this By-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2013

Joe Fontana
Mayor

Cathy Saunders
City Clerk

First reading -
Second reading -
Third reading –

Schedule 1

**FUNDING AND PROJECT AGREEMENT (White Oaks Public School –
Neighbourhood Family Centre)**

THIS AGREEMENT made as of the day of , 2012,

B E T W E E N:

THAMES VALLEY DISTRICT SCHOOL BOARD
(hereinafter the “**Board**”)

OF THE FIRST PART

- AND -

THE CORPORATION OF THE CITY OF LONDON
(hereinafter the “**City**”)

OF THE SECOND PART

WHEREAS the City has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority pursuant to the provisions of section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended;

AND WHEREAS section 107 of the *Municipal Act, 2001* provides that a municipality may make grants, on such terms as to security and otherwise as the council considers appropriate, to any person, group or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS the Board is the registered owner of the fee simple of the Lands (as defined below);

AND WHEREAS the City municipal council considers it to be in the interests of the municipality to make a grant to the Board to fund the costs of the Project (as defined below), for the purpose of constructing space for a Neighbourhood Family Centre, on the basis contemplated herein;

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereby covenant and agree as follows:

ARTICLE 1 - DEFINITIONS AND TERM

1.01 Definitions

In this Agreement, the following terms have the following respective meanings:

“**Lands**” means the lands described in Schedule A hereto;

“**Neighbourhood Family Centre**” has the meaning set forth in Schedule C hereto;

“**Operator**” means an entity identified and recruited by the City for purposes of operating a Neighbourhood Family Centre within the Premises, who is acceptable to the Board (acting reasonably) and who enters into a lease for the Premises in such form as may be required by the Board, from time to time;

“**Premises**” means the indoor facilities which result from the completion of the Project and which are leased by the Board to an Operator;

“**Project**” refers to the renovation of certain existing space at the School and the construction (including site alterations) of an addition to the School, all as described in Schedule B hereto; and,

“**School**” means the Board’s school known as White Oaks Public School and located at 565 Bradley Avenue, London, Ontario.

1.02 Term

This Agreement shall remain in effect until the last of the obligations of the parties hereunder to be fulfilled is fulfilled.

ARTICLE 2 - PROJECT

2.01 Project

(1) The City has requested that the Board undertake the Project on the terms and conditions of this Agreement. Following the execution of this Agreement, the Board shall retain an architectural firm (known to and otherwise on the Board’s list of approved consultants), to develop a plan for the Project (the “**Plan**”) which shall include:

- (a) one or more drawings relating to the various aspects of the Project;

- (b) the design criteria which will be utilized in connection with all aspects of the design, construction and physical appearances of the Project; and
- (c) a budget itemizing the projected costs for the design and completion of the Project as approved by the Board.

(2) The City shall be entitled to review the Plan and to make comments thereon. Although the Board agrees to cooperate with the City with respect to design issues and to take into account the reasonable requests of the City, the City acknowledges and agrees that the Board shall have the right to make the final decision with respect to all design matters related to the Project.

(3) In the event that the Board and the City are in agreement on all aspects of the Plan and are prepared to proceed with same, the Board shall instruct the architectural firm it has retained for the Project to complete all required remaining drawings, design and construction criteria and specifications required to tender and construct the Project.

(4) The architectural firm referred to in section 2.01(3) above and the Board shall prepare a request for tender for the Project, based on the work and materials referred to in section 2.01(3) above and otherwise utilizing the Board's standard practices for construction projects (which rely, in part, on CCDC-2 Stipulated Price Contract 2008 published by the Canadian Construction Documents Committee, as amended by the Board for purposes of its construction projects). The City shall have the right to review, together with the Board, all tenders received with respect to the Project and any tender which the Board is willing to accept is subject to prior written approval by the City, acting reasonably. The construction agreement resulting from the Board's acceptance of such a tender (with the City's written approval), is hereinafter referred to as the "**Contract**".

(5) The City agrees that due to the pacing exigencies of the various aspects of the Project, it will review all materials provided to it by the Board and provide its comments thereon or required approvals, as the case may be, as expeditiously as possible.

2.02 Costs of Renovation of Lands

(1) All costs and expenses of either party for and in relation to the Project shall, in the first instance, be invoiced to the Board; however, the City shall reimburse the Board for all costs and expenses (the "**Costs**") incurred by the Board in any way in relation to the Project, in each case within ten (10) days of invoice therefor from the Board to the

City. For purposes of certainty, the Costs may include, but shall not be limited to costs relating to:

- (a) surveying, geotechnical and topographical matters and services;
- (b) engineering and other building science fees;
- (c) consulting services (including, without limitation, those services addressed or implicit in sections 2.01(1), (2), (3) and (4) above and otherwise involved from the conception to the completion of the Project);
- (d) legal services (including those incurred in preparing this Agreement and the form of lease for the area comprising the Project);
- (e) building permit fees, sign permit fees, development charges, education development charges and impost or other fees, if any;
- (f) insurance;
- (g) labour;
- (h) materials, supplies, services and any other similar or capital costs; and
- (i) any other costs relating to the conception, design, development and completion of the Project, whether or not contained herein.

(2) Notwithstanding the foregoing, the City shall not be responsible for the Project Cost (as will be defined under the Contract), unless the City has approved the acceptance by the Board of the tender resulting in such Contract, as contemplated in section 2.01(4) above.

(3) If at any time prior to the completion of the Project, the City advises the Board, in writing, that it does not wish to proceed with the completion of the Project, the City shall forthwith pay to the Board: all Costs incurred by the Board in connection with the Project as at such time; all Costs which the Board is or may become obligated to pay in connection with the Project and the City's decision not to proceed therewith (e.g. Costs payable under the Contract in the context of its early termination, as well as any related legal costs); and, all of the Board's reasonable costs which are incurred by it in order to return the Lands and the School to conditions reasonably similar to those existing prior to the commencement of the Project. In such circumstances, it is understood and agreed

that the Board shall have absolute discretion as to what use it might make of the Lands, the School and any portions thereof which were to be devoted to the Project.

2.03 Lien Holdbacks

The Board shall be responsible for administering the appropriate holdback for each payment for the design and completion of the Project in accordance with the *Construction Lien Act* (Ontario).

2.04 Change Orders

(1) The City agrees to use every effort to ensure that, once the Plans have been approved by it, it will not request any changes thereto. To the extent that the City does request any changes to the Plan, it is understood and agreed that the City shall be responsible for all Costs associated therewith.

(2) The City acknowledges that the Contract Price (as will be defined under and contemplated by the Contract), will include a contingency allowance. To the extent that during the completion of the Project: unforeseen circumstances arise; or, coordination issues arise as between one or more of the consultants for the Project, in any case necessitating a change order, the Cost of such change order will be charged to such contingency allowance in accordance with the terms of the Contract. To the extent that the Costs of any such change orders exceed the aforementioned contingency allowance, the City shall be responsible for same. Provided it is acting reasonably, the Board shall have authority to approve all such change orders, although it shall notify the City thereof, as soon as practical.

2.05 Project Contact Persons

The Executive Officer, Facility Services and Capital Planning (the “**Board’s Project Manager**”) shall represent the Board in all matters relating to the design and completion of the Project. Any communications, whether written, electronic or verbal in form, from the City, or any agent thereof, shall be given to the Board’s Project Manager at the following address:

Kevin Bushell, Executive Officer
Facility Services and Capital Planning
1250 Dundas Street (P.O. Box 5888)
London, Ontario, N6A 5L1
Facsimile No.: (519) 452-2411
E-mail: k.bushell@tvdsb.on.ca

The Manager, Children's Services (the "City's Project Manager") shall represent the City in all matters relating to the design and completion of the Project. Any communications, whether written, electronic or verbal in form, from the Board, or any agent thereof, shall be given to the City's Project Manager at the following address:

Ian Gibb, Manager, Children's Services, or his designate
151 Dundas Street, P.O. Box 5045
London, Ontario N6A 4L6
Facsimile No.: (519) 661-5821
E-mail: igibb@london.ca

2.06 Financial Records

The Board shall: maintain reasonable financial and accounting books and records with respect to all Costs, as well as the use and disbursement of funds provided pursuant to this Agreement; allow the City or such other persons appointed by the City to inspect and audit said books and records at all reasonable times and to take copies thereof; and, provide the City with such information as it may reasonably request in connection with the Project (subject always to the application of applicable privacy legislation that would expressly prohibit same), from the date thereof until the second (2nd) anniversary of the substantial completion of the Project.

2.07 Zoning

In the event that the zoning for the property on which the Lands is located does not allow for the operation of a Neighbourhood Family Centre, the administration for the City will apply for any required zoning by-law amendments (at its sole cost), as may be reasonably necessary in order to cause the said property to be rezoned so as to allow for the operation of a Neighbourhood Family Centre in the Lands, and the Board agrees to co-operate with the City in connection therewith. Notwithstanding the foregoing, no applications for changes to the zoning for the property will be made by the civic administration for the City, if the applied for changes would adversely impact the Board's current uses of the Lands. No tender for any of the construction elements of the Project shall be awarded unless appropriate zoning to allow for the operation of a Neighbourhood Family Centre in the Lands is in place. This section 2.07 shall in no way be construed as fettering the legislative discretion of the Municipal Council of the City with respect to any zoning by-law amendments.

2.08 Neighbourhood Family Centre Activities

- (1) It is understood and agreed by the parties that the City shall be responsible for:
 - (a) suggesting the nature and types of services which will be offered as part of the Neighbourhood Family Centre to be operated within the Premises; provided that, the Board shall have the authority to limit the conduct of any activities or types of activities in its absolute discretion; and
 - (b) identifying and recruiting, from time to time, suitable entities to operate a Neighbourhood Family Centre within the Premises.

For purposes of certainty, the Board shall have no obligation whatsoever to identify or recruit any Operator. Furthermore, the Board shall have no obligation whatsoever to monitor or oversee any Operator, or to determine whether any Operator is fulfilling any particular objectives identified by any party whomsoever. If an Operator ceases to conduct operations (prior to the tenth (10th) anniversary of the substantial completion of the Project), the Board shall use reasonable efforts to inform the City of such occurrence within two (2) weeks of the Board's becoming aware of same.

- (2) If within a period of ten (10) years from the date of substantial completion of the Project, the Board ceases to make the Premises available to a qualified Operator, other than for any of the following reasons:
 - (a) the City failing to identify, or there is otherwise no availability of, a qualified Operator which is acceptable to the Board, acting reasonably and with due regard to the obligations, policies and procedures of the Board. For purposes of certainty, the Board shall be entitled to elect not to enter into a lease for the Premises with any Operator whom the Board, acting reasonably, determines is not acceptable to it;
 - (b) any proposed Operator failing to enter into the Board's form of lease for the area comprising the Project, being such form as may be required by the Board, from time to time;
 - (c) any operations carried on, or proposed to be carried on, within the Premises in any way impinging upon or negatively affecting (or in either case which could reasonably be anticipated to impinge upon or negatively

affect), the Board's ability to fulfill its obligations under, or to otherwise comply with any requirements under, any legislation, governmental rules, directives or orders and/or the Board's own policies and procedures, including, without limitation, the obligation of the Board to give assiduous attention to the health, safety and comfort of its students;

- (d) the breach or default by any Operator of any obligations owed or owing by it to either the Board or the City, including, without limitation, the terms and conditions of any agreements between the Board and such Operator, compliance with the Board's policies and procedures, compliance with the Board's rules in respect of the Lands and its operations thereon, or any failure to carry any insurance as may be required to be carried by such Operator; or,
- (e) the breach or default by the City of any of its obligations under this Agreement,

the Board shall reimburse the City for the costs of the materials and labour (the "**Construction Costs**") incurred under the Contract, on the following basis:

- (i) If such event occurs within twelve (12) months from the date of the substantial completion of the Project, the Board will reimburse the City for one hundred percent (100%) of the Construction Costs.
- (ii) If such event occurs more than twelve (12) months after the substantial completion of the Project, the amount of the Construction Costs to be reimbursed to the City by the Board shall be reduced by ten percent (10%) for each twelve (12) month period that has elapsed from the substantial completion of the Project. By way of example, if the aforementioned event occurs after the ninth (9th) anniversary of the date of the substantial completion of the Project, but prior to the tenth (10th) anniversary of the date of the substantial completion of the Project, only ten percent (10%) of the Construction Costs will be required to be reimbursed to the City.

(3) Notwithstanding any of the foregoing, if at any time prior to the tenth (10th) anniversary of the substantial completion of the Project the Premises is not operated as

a Neighbourhood Family Centre for a period of twelve (12) consecutive months or longer, due to any of the reasons specified in subsection 2.08(2)(a) through (e) above, the Board may, in its discretion, use the area comprising the Project at all times thereafter for such purposes as it may, in its discretion, determine and no amount or compensation will be payable to the City as a result thereof.

(4) Notwithstanding any other term of this Agreement, the parties hereto agree that, after the tenth (10th) anniversary of the substantial completion of the Project, the Board shall have no obligation to reimburse the City for any Costs, including, without limitation, the Construction Costs, regardless of the circumstances.

2.09 Ownership

The City hereby acknowledges, covenants and agrees that nothing contained herein shall provide the City (or any party other than the Board), with any ownership interests (beneficial or otherwise), in the Premises, the School, the Lands or the part thereof comprising or associated with the Project. Furthermore, the City hereby acknowledges and agrees that the Board shall have the unfettered authority to restrict the nature of any of the operations within the area constituting the Project to the extent that the Board determines, acting reasonably, that: (1) it is necessary to do so in order for it to comply with or otherwise adhere to any legislation affecting it, any governmental directives, rules or orders applicable to it and any of the Board's own policies and procedures, in effect, from time to time; or, (2) any aspects of the operations are inconsistent with the environment the Board wishes to create or maintain for its students. Finally, the City acknowledges and agrees that the Board shall have unfettered discretion to:

- (a) establish rules and issue directives in respect of access to and egress from the Premises;
- (b) establish rules and issue directives in respect of parking arrangements at the School for the Operator, its invitees and other users of the Premises;
and,
- (c) reasonably restrict access to and use of the School and its grounds by the Operator, its invitees and other users of the Premises; and

- (d) establish the terms and conditions upon which the Premises may be leased to an Operator.

ARTICLE 3 - ARBITRATION

3.01 Arbitration

If any dispute arises between the parties with respect to the meaning or effect of any provision of this Agreement, or related to the rights and obligations of the parties hereunder, each of the parties shall appoint one representative and such representatives will work diligently and cooperatively to resolve the dispute on a timely and collaborative basis for up to ninety (90) days. In the event the dispute is not resolved after these ninety (90) days, the question or matter in dispute shall be referred to a single arbitrator. The decision made by the arbitrator shall be final and binding upon the parties hereto, their heirs, executors, administrators and assigns. In the event that the parties do not agree upon an arbitrator within thirty (30) days then either party may petition a judge of the Ontario Superior Court of Justice to appoint an arbitrator. The cost of arbitration shall be apportioned between the parties as the arbitrator may decide.

ARTICLE 4 - GENERAL

4.01 Force Majeure

Notwithstanding any other provision contained herein, in the event that either the Board or the City should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The Board shall have no responsibility whatsoever for any additional Costs incurred in completing the Project due to any strikes or lock-outs. The provisions of this Section 4.01 shall not, however, under any circumstances, operate to excuse the City from prompt payment of amounts due to the Board pursuant to the terms of this Agreement.

4.02 Effect of Waiver or Forbearance

No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations contained in this Agreement shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach.

4.03 Notices

(1) Subject to the provision of Section 2.05 hereof, any notice, delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the address for such party as set out below:

To the Board:

Thames Valley District School Board
1250 Dundas Street East
London, ON N6A 5L1
Attention: Judy Berkin, Business Services Officer
Facsimile No.: (519) 452-2254
E-mail: j.berkin@tvdsb.on.ca

To the City:

The Corporation of the City of London
151 Dundas Street, P.O. Box 5045
London, ON N6A 4L6
Attention: Ian Gibb, Manager, Children's Services
Facsimile No.: (519) 661-5821
E-mail: igibb@london.ca

and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received on delivery of same or on the third business day following the mailing of same, as the case may be. Each party may, by notice in writing to the others from time to time, designate an alternative address in Canada to which notices given more than ten (10) days thereafter shall be addressed.

(2) Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder during any disruption in the service of Canada Post shall be deemed to have been received only if delivered personally or sent by prepaid courier and the parties agree that during any disruption in the service of Canada Post each of them shall ensure that any notice, delivery, payment

or tender of money or documents given or made by them shall be delivered personally or sent by prepaid courier.

4.04 Number, Gender, Effect of Headings

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 words importing persons shall include firms and corporations and *vice versa*. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Agreement.

4.05 Severability

If any Article or Section or part or parts of an Article or Section in this Agreement is or is held to be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding on the Board and the City as though such Article or Section or part or parts thereof had never been included in this Agreement.

4.06 Assignment and Amendments

Neither party may assign this Agreement without the express written consent of the other, which may be unreasonably withheld. No amendment, variation or change to this Agreement shall be binding unless the same shall be in writing and signed by the parties.

4.07 Successors and Assigns

The rights and liabilities of the parties shall enure to the benefit of their respective heirs, executors, administrators, successors and permitted assigns.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF the parties have duly executed this Agreement.

THAMES VALLEY DISTRICT SCHOOL BOARD

Per: _____

Print name: _____

Per: _____

*Print name*_____

THE CORPORATION OF THE CITY OF LONDON

Per: _____

Joe Fontana, Mayor

Per: _____

Catharine Saunders, City Clerk

SCHEDULE A
WHITE OAKS PUBLIC SCHOOL
LEGAL DESCRIPTION OF LANDS

FIRSTLY:

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of London, in the County of Middlesex and being composed of Parcel P-4, Section M3, being Part of Block P, Plan M3, designated as Parts 1 and 2 on Reference Plan 33R-2669; and SUBJECT to an Easement in favour of Bell Canada and The Corporation of the City of London, upon, over, under, along and across Part of Block P on Plan M3, designated as Part 1 on Plan 33R-2669, and now known as PIN 08496-0005.

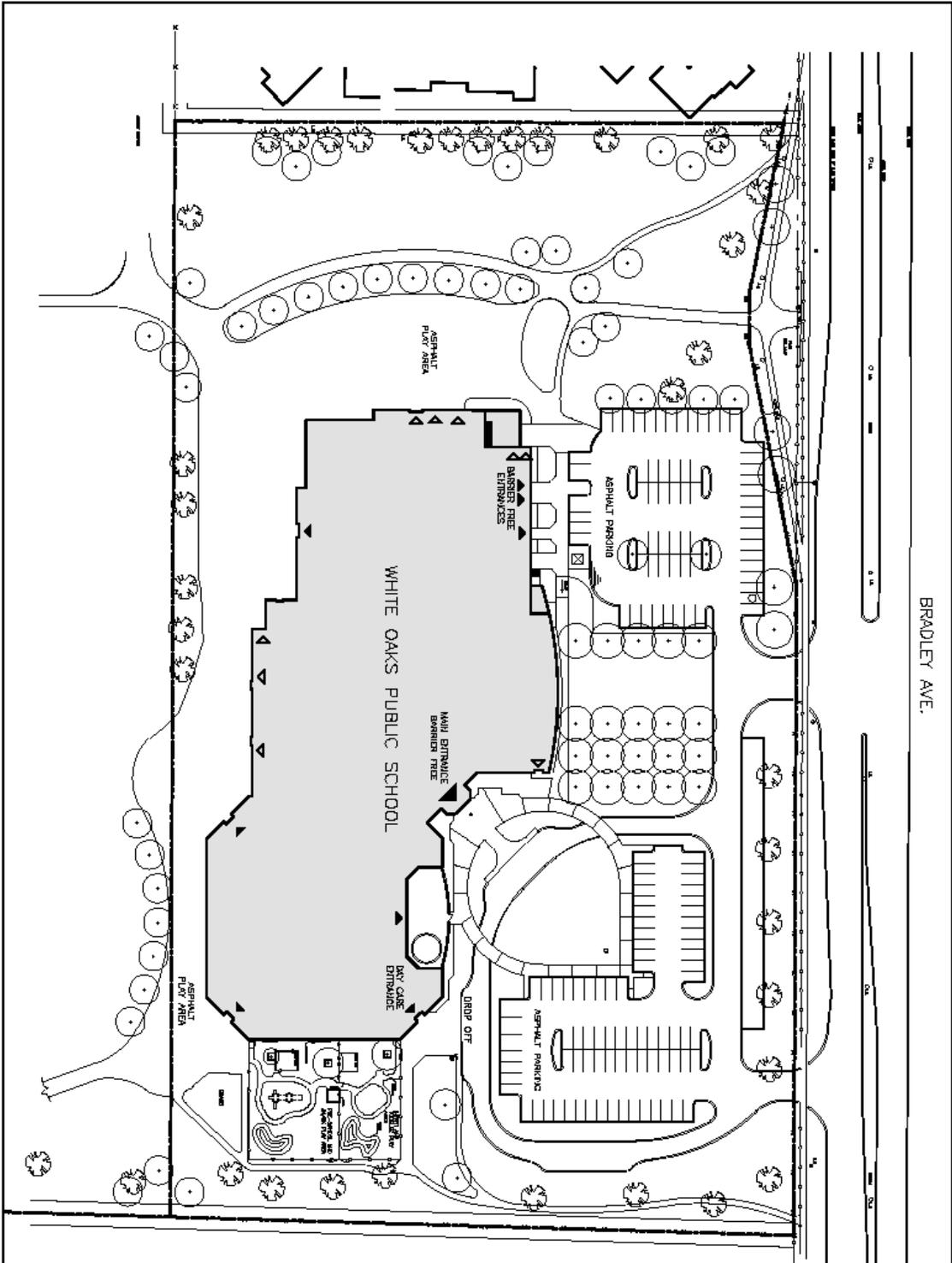
SECONDLY:

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of London, in the County of Middlesex and being composed of Parcel M-2, Section MI, being Part of Block M, Plan M3, more particularly designated as Parts 3 and 4 on Reference Plan 33R-2669; and SUBJECT to an Easement in favour of The Corporation of the City of London and Bell Canada, upon, over, under, along and across Part 4 on Reference Plan 33R-2669, and now known as PIN 08496-0006.

A site plan for the Lands is attached hereto as Schedule A(1) hereto.

SCHEDULE A(1)

SITE PLAN FOR LANDS



BRADLEY AVE.



Thomas Valley
District School Board

ALL INFORMATION SHOWN HEREON IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY. THE DESIGNER ASSUMES NO LIABILITY FOR THE CONSTRUCTION OF THE WORKS OR FOR DAMAGE TO PROPERTY OR PERSONS ARISING FROM THE USE OF THE SAME.

KEY PLAN

NO.	DATE	BY	REVISION
1	07/12	AS	ISSUED FOR PERMIT
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WHITE OAKS P.S.
580 BRADLEY AVENUE
LONDON, ON

1785

SITE PLAN

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SCHEDULE B

FUNCTIONAL REQUIREMENTS

Subject to the development of a specific plan for the Project, the following summarizes the critical functional space, approximate area requirements and associated mechanical and electrical systems for the Project.

Overall

- Approximately 3000 to 3500 ft.²

Exterior and Access

- Parking for 30 vehicles
- Service vehicle access
- Welcoming landscaping, benches, lighting, bike racks, etc.

Lobby and Reception

- Approximately 250 to 350 ft.²
- Reception desk, information displays
- Coat room, cubby area and car seat and stroller parking
- Small comfortable sitting area with seating for both adults and children
- Connection points (e.g. doors, windows) to all other areas of the Centre

Program Areas

- Approximately 2000 to 2500 ft.²
- Clinic Area – one small waiting room and two small examination rooms
- Playrooms/Meeting/Multipurpose Rooms - two rooms each approximately 600 to 750 ft.²
 - One room fixtured primarily for activities by children under the age of 6. Includes washrooms
 - The second room sub-dividable using partition walls
- Information and Resource Library – office or alcove area with digital display capability, shelves for literature, resource binders etc.
- Small Meeting Areas - two small office areas with seating for 2 to 3 people; access to technology, etc.
- Storage for Basic Needs, Parenting Supplies, Program Supplies- secure storage area or closet

Support Areas

- Approximately 750 to 1,000 ft.²
- One office for Centre management
- InterProfessional Lounge - One room with multiple accessible workspaces, lockable storage, open discussion area with seating
- Small Meeting/Board room - for 10 to 20 people
- Food-service – small commercial kitchen
- Washrooms - two publicly accessible washrooms (adult, child, family, and handicap)

Mechanical/Electrical Systems

- HVAC
- Security system
- Exterior lighting
- Local area network

SCHEDULE C

Neighbourhood Family Centres are anticipated to provide one or more of the following programs and/or services:

- **Parenting, Early Learning, Child and Family Programs**, such as parenting strategies, literacy and numeracy programs and play groups;
- **Health and Wellness Programs**, such as pre and post natal programs and early screening and assessment programs;
- **Early Childhood Education and Child Care** such as non-instructional day school age care, pre-kindergarten early learning programs and centre based licensed child care;
- **Referral, Resources, Information and Awareness** functions, such as child care fee subsidy information and access, basic needs supports and income support referrals;
- **Recreation, Sports and Leisure within the Premises**, such as physical activity program, arts/culture program and summer “extended” programming, so long as such activities and programs occur within the Premises itself; and/or
- **Links/Interface to Specialized Services**, such as special needs and children’s mental health programs.