

GL6.18 Appendix B¹

APPENDIX B MAJOR TERMS: SHARED FACILITIES AGREEMENT BETWEEN THE CITY, TDSB AND TCDSB

Parties	City of Toronto, Representing PF&R and the Children's Services ("City") Toronto District School Board ("TDSB") Toronto Catholic District School Board ("TCDSB")
Components of the Project	The Facility consists of six components: <ol style="list-style-type: none">1. The Community Centre2. The Schools Site3. The Child Care Centre4. The Community Space5. The Parking Garage6. The Outdoor space
Governance Structure	<p>The Parties shall establish a governance structure consisting of a "Management Committee" and a "Governance Committee" to make all decisions and give all approvals in connection with the use, operation, maintenance and management of the Facility, subject to the provisions of the leases from the City to the operator of the Child Care Centre and, if applicable, the Community Space.</p> <p>The Management Committee will be made up of representatives from the City, TDSB and TCDSB, who will be voting members. Non-voting members will be the on-site manager of the Child Care Centre or a designate and the Property Manager.</p> <p>The Management Committee will be responsible for the day to day operation of the Facility, including but not limited to:</p> <ol style="list-style-type: none">(a) Collaborating on the integration of all school, childcare, community center and community space functions;(b) Providing direction to the Property Manager with respect to operation of the Facility and minor repairs;(c) Reviewing the operating budgets and capital budgets each year, and recommending for approval by the Governance Committee;(d) Reviewing for approval or rejection, contracts proposed to be entered into by the Property Manager valued at greater than \$50,000 but not exceeding \$200,000 before

	<p>taxes, such amounts to be increased by 2% per calendar year;</p> <p>(e) Approving capital expenditures greater than \$50,000 but not exceeding \$200,000 before taxes such amounts to be increased by 2% per calendar year</p> <p>(f) Determining accountability for extraordinary costs and undertaking such studies and investigations necessary to determine accountability;</p> <p>(g) Developing an annual schedule for the use of Shared Use Areas and allocating Exclusive Use Areas at times they are made available by their owner</p> <p>(h) Coordinating the schedule of after-hours school events;</p> <p>(i) Ensuring that the Property Manager follows appropriate procurement practices.</p> <p>The Governance Committee will be made up of senior management representatives from the City, TDSB and TCDSB, who will be voting members. The non-voting member will be the Property Manager.</p> <p>Subject to any additional approvals that may be required from City Council or the Boards, the Governance Committee will be responsible for the executive direction of the Facility including, but not limited to, the following:</p> <p>(a) Resolution of disputes that cannot be settled by the Management Committee;</p> <p>(b) Review for approval or rejection of contracts proposed to be entered into by the Property Manager valued at more than \$200,000 before taxes, such amount to be increased by 2% per calendar year;</p> <p>(c) Approval of capital expenditures over \$200,000 before taxes, such amount to be increased by 2% per calendar year;</p> <p>(d) Approval of the operating and capital budgets for the following fiscal year by no later than May in each Fiscal Year;</p> <p>(e) Approval of audited financial statements;</p> <p>(f) Approval of all agreements relating to the Property Manager, including, without limitation, extensions, terminations and the issuance of new Requests for Proposals, with the exception of the first contract with the Property Manager, which shall be in place before the Facility opens;</p> <p>(g) Decisions about reconstruction of the Facility; and</p>
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	<p>(h) Approval of any changes to the composition of the Management Committee or the Governance Committee.</p> <p>Quorum: Quorum for both Committees will consist of all voting members or their designate.</p> <p>If any Party frustrates either Committee's ability to conduct business by failing to attend meetings, any other Party may invoke the Dispute Resolution process set out in the agreement.</p> <p>Decisions: The decisions of the Management and Governance Committees will be made by unanimous agreement to a resolution at a meeting of its members, and recorded in the minutes or a resolution in writing signed by the members of the Committee.</p>
Property Manager	The City, in consultation with the Boards, shall retain a Property Manager whose duties shall include those set out in a Property Management Agreement.
Use of the Property	The Facility, the Shared Building Systems, Shared Use Areas, Common Areas and Exclusive Use Areas, shall be used by each Party in accordance with the permitted uses and the restrictions set out in the Leases.
Operation of Facility	<p>Exclusive Use: Each Party is fully responsible at all times for all operating costs and any other costs associated with its Exclusive Use areas, regardless of whether the Party changes its hours of use of those areas.</p> <p>Contracts: The City, as owner of the Facility, shall execute all contracts, obligations, certificates, leases and other instruments relating to the Facility or any part thereof, except those delegated to the Property Manager.</p>
Maintenance and Repair	<p>(1) The Facility will be maintained in accordance with the standards set out in the Property Management agreement.</p> <p>(2) The Property Manager will be required, once every 5 years to coordinate inspections required for a building condition assessment to be arranged and managed by the City and completed by a qualified building condition assessment engineer. The Property Manager will develop a 10 year rolling capital repair and replacement plan to be provided to the Governance Committee for approval. The</p>

	<p>cost of this assessment will be shared by the Parties in accordance with their proportionate share of operating costs.</p> <p>(3) Maintenance and janitorial services and repairs shall be the responsibility of the Property Manager in accordance with the Property Management Agreement.</p> <p>(4) Each party will be responsible for replacing and repairing its own furniture, equipment, trade fixtures, floor and window coverings, computer terminals and equipment and other office equipment ("FF&E")</p> <p>(5) The Parties will be jointly responsible for replacing and repairing FF&E used in the Shared Use Areas and the costs of such replacements and repairs, unless otherwise agreed, shall be paid in accordance with each Party's proportionate share of operating costs.</p> <p>Capital Repairs:</p> <p>(1) The Property Manager shall undertake all Capital Repairs under the supervision of the City.</p> <p>(2) Each Party shall be responsible for the full costs of any capital repairs affecting its Exclusive Use Area, unless the repairs are caused by the shared building systems, Shared Use Areas and/or Common areas, in which case the costs shall be allocated among the parties in accordance with their proportionate shares, unless otherwise agreed.</p>
<p>Shared Facilities</p>	<p>Shared Building Systems means those elements and systems used in the operation of the building, including, without limitation (1) Shared mechanical and electrical systems, (ii) The exterior walls (including weather walls) and the roof of the building, and (iii) the structure of the building including, without limitation intended, beams, footings, foundations, supporting columns and the wall or floor slabs</p> <p>Shared Mechanical and Electrical Systems means the HVAC System together with plumbing, drainage, elevating, sprinkler, fire protection security, life safety and other mechanical and electrical systems and equipment in the Building</p> <p>Shared Use Areas means those interior areas of the building and those part of the outdoor areas of the lands to be for the mutual benefit and shared use by the Parties, including the flex gym, the two school gyms and the south field of the adjoining park, but does not include any part of the common areas or the common academic areas. The</p>

	<p>south field and the school play area shall be open to the public when not being used by the school boards, outside of the school day.</p> <p>Shared Parking: The Parties will each be assigned a designated area for parking. The Property Manager shall issue permits to park within allocated parking spaces during staff hours as defined in the agreement. Vacant staff parking spaces will be available for public parking at rates determined by the City at any time after staff hours.</p>
Parking Garage	<p>The City will be entering into a parking service arrangement with the Toronto Parking Authority ("TPA") for the supply, installation and maintenance of revenue collection equipment.</p> <p>The responsibility for all infrastructure aspects of the garage and access driveways, including cleaning, maintenance, repair, and capital improvements/refurbishments will be the responsibility of the property manager being retained by the City and will be funded through the Shared Facilities Agreement. Any net profits from the revenue collected from parking should be used for the ongoing maintenance and operation of the Facility.</p>
Permits	<p>Each party may issue permits for use of its own exclusive use areas. The City shall be responsible for issuing permits for the flex gym, the two school gyms and the south field when it is in control of these Shared Use Areas. The school boards may not issue permits for these Shared Use Areas.</p>
Operating Costs and Revenue	<p>(1) Operating Costs shall be allocated among the Parties in accordance with the proportionate shares listed below. The Parties agree that these Proportionate Shares are preliminary and shall be finalized upon completion of the as-built drawings for the Facility.</p> <p>(2) Costs associated with the Green Roof and photovoltaic panels on the Green Roof shall be shared among the Parties according to each Party's proportionate Share of Floor Space Used. Any revenues collected from the Green Roof, including any revenue from photovoltaic panels, if any, shall be used for ongoing operation and maintenance of the Facility.</p>

Proportionate Share	<p>City (PF&R) – 36.6%</p> <p>City (Child Care) – 5.3%</p> <p>TDSB - 30.1%</p> <p>TCDSB - 28.00</p> <p>On completion of construction, the share of operating costs will be re-calculated based on a survey of the as-constructed spaces.</p> <p>Replacement of the turf field surface and any incremental operating costs for the South Field, beyond the standard City service level will be shared by the parties according to the proportionate shares below:</p> <p>City (PF&R) 57.2%</p> <p>TDSB 21.4%</p> <p>TCDSB 21.4%</p>
Dispute Resolution	The Agreement will include an escalating dispute resolution process ending in binding arbitration.
Default	When an event of default occurs (non-payment, failure to comply with terms of the SFA), the non-defaulting party may seek specific performance or an order for payment, but shall have no right to terminate the SFA, unless the Lease is terminated. The SFA shall automatically terminate with respect to a defaulting school board, if the Lease is terminated.