

GL6.22 Attachment 2

Attachment No. 2 – Terms and Conditions of the Property Management Agreement for Canoe Landing

Parties	City of Toronto and Kipling Realty Management Inc.
Term	Five (5) years, commencing on or about August 1, 2019
Fee	The Property Manager's fees are as set out in Attachment No. 1 of this report.
Services	<p>The Property Manager shall be responsible for operating, managing and maintaining the Facility in a state of good repair at all times, including, without limitation, providing the following services:</p> <ol style="list-style-type: none">1) establishing a five-year budget, annual operating and capital budgets and an annual revised cost allocation schedule, if required, for review by the Management Committee and approval by the Governance Committee;2) arranging for all custodial services, maintenance and repairs, and supplying all labour, equipment and supplies for the Facility;3) undertaking all capital repairs under the supervision of the City;4) entering into contracts valued at up to \$50,000 without approval (provided three quotes have been obtained, except in the case of emergencies); contracts valued at between \$50,000 and \$200,000 with the approval of the Management Committee and those over \$200,000 with the approval of the Governance Committee, in accordance with appropriate competitive procurement practices;5) providing security, enforcement, maintenance, repairs, for the parking garage and issuing parking tags to staff for use of the garage;6) providing daily early morning inspection and litter pick-up of the South Field;7) administering all accounts for utilities;8) coordinating inspections required for a building condition assessment every five years and a ten-year rolling capital repair and replacement plan;9) determining, invoicing for and collecting the allocation of operating costs based upon each party's proportionate share of operating costs, and make annual adjustments as required;10) providing set up, tear down and clean up services in relation to permitted events at the Facility;11) scheduling regular equipment and life safety systems drills and inspections, preparing emergency response and

evacuation plans and conducting regular health and safety meetings;;

12) contracting for and overseeing services to monitor alarms and dispatch response persons as required;

13) ensuring that a properly trained representative is available twenty-four hours per day, seven days per week, and on-site during the hours established by the Management Committee

14) maintaining proper financial records in relation to the Facility and report monthly to the Management Committee on operating costs for recovery;

15) retaining an auditor to prepare annual audit of the facility's finances;

16) attending and providing administrative support for meetings of the Management Committee and the Governance Committee;

City Policies

The Property Manager shall comply, and ensure that all subcontractors providing services to the Facility comply, with the City's Fair Wage Policy and the City's Labour Trades Contractual Obligations in the Construction Industry, as applicable.