

DELEGATED APPROVAL FORM
DIRECTOR, REAL ESTATE SERVICES
MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2020-191

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property

Prepared By:	Jack Harvey	Division:	Corporate Real Estate Management
Date Prepared:	July 14, 2020	Phone No.:	(416) 397-7704

Purpose	To obtain authority for the City to enter into a temporary licence agreement (the "Agreement") with Aboriginal Legal Services Inc. (the "Licensee") to allow the Licensee to conduct the Giiwedin Anang Indigenous dispute resolution program on a portion of the Property, as defined below.
Property	The property municipally known as 255 Spadina Road, Toronto and legally described as PCL 249-2 Sec M2; Lots 249-255 E/S Spadina Road Plan M2 Toronto; Part of Lot 256 E/S Spadina Road Plan M2 Toronto; Lots 263-265 W/S Madison Ave Pan M2 Toronto; Part of Lot 266 W/S Madison Ave Plan M2 Toronto being Parts 1-3 on 66R10979 save and except Parts 1-2 on 66R17721 Said lands and premises being all of PIN 21219-0008 (LT)
Actions	1. Authority be granted for the City to enter into the Agreement with the Licensee, substantially on the terms and conditions set out in Appendix "A", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
Financial Impact	There is no financial impact resulting from this approval. No licence fee is being imposed however the Licensee will be covering all costs associated with its use of the Property. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.
Comments	Giiwedin Anang is an Indigenous dispute resolution program focused on resolving family conflicts including child welfare and family dispute resolution. The program has served the community since 2008 utilizing Indigenous community volunteers to deliver the services through talking circles. As a result of COVID19 they suspended their services since the middle of March and are seeking to resume services in an outdoor space in accordance with all of the health guidelines for COVID-19. In co-operation with City Clerk's and the Indigenous Affairs Office, it has been confirmed that the green space at the Property is available to accommodate the program on a short term basis.
Terms	See Appendix "A" – Page 4.

Property Details	Ward:	12 – Toronto St. Paul's
	Assessment Roll No.:	PIN 21219-0008
	Approximate Size:	7,150 square feet
	Approximate Area:	N/A
	Other Information:	N/A

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions, Agencies and Corporations:</p> <p>6. Limiting Distance Agreements:</p> <p>7. Disposals (including Leases of 21 years or more):</p> <p>8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:</p> <p>9. Leases/Licences (City as Landlord/Licensor):</p> <p>10. Leases/Licences (City as Tenant/Licensee):</p> <p>11. Easements (City as Grantor):</p> <p>12. Easements (City as Grantee):</p> <p>13. Revisions to Council Decisions in Real Estate Matters:</p> <p>14. Miscellaneous:</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><input checked="" type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).</p> <p><input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences</p> <p><input type="checkbox"/> (b) Releases/Discharges</p> <p><input type="checkbox"/> (c) Surrenders/Abandonments</p> <p><input type="checkbox"/> (d) Enforcements/Terminations</p> <p><input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppel Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Cautions</p> <p><input type="checkbox"/> (g) Notices of Lease and Sublease</p> <p><input type="checkbox"/> (h) Consent to regulatory applications by City, as owner</p> <p><input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title</p> <p><input type="checkbox"/> (j) Documentation relating to Land Titles applications</p> <p><input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds</p>

B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:

- Documents required to implement matters for which each position also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services is only Manager with such signing authority).

Director, Real Estate Services also has signing authority on behalf of the City for:

- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Community Space Tenancy Leases approved by delegated authority by the Deputy City Manager, Corporate Services and any related documents.

Pre-Condition to Approval
 Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property
Consultation with Councillor(s)

Councillor:	Josh Matlow	Councillor:	
Contact Name:	Carolina Vecchiarelli	Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other	Contacted by:	<input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other
Comments:	Approved – July 15, 2020	Comments:	

Consultation with Divisions and/or Agencies

Division:	City Archives	Division:	Financial Planning
Contact Name:	Carol Radford-Grant	Contact Name:	Filisha Jenkins
Comments:	Approved – July 15, 2020	Comments:	Approved – July 15, 2020

Legal Services Division Contact

Contact Name:	Catherine Thomas
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DAF Tracking No.: 2020-191	Date	Signature
Concurred with by: N/A		X
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Alex Schuler	July 29, 2020	Signed by Alex Schuler
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Property M'gt Services Graham Leah	July 29, 2020	Signed by Graham Leah

Appendix "A" Terms and Conditions

Licensor: City of Toronto

Licensee: Aboriginal Legal Services Inc.

Licensed Area: The portion of the Property shown in teal on the sketch attached as Schedule "B".

No Representation: The Licensee accepts the *Licensed Area* in its "as is" and "where is" condition, and acknowledges that the City makes no representation and gives no warranty with respect to the Licensed Area

Term: Commence immediately on the date upon which both parties have duly executed this Agreement and shall end on October 31, 2020.

Fee: Nominal

Insurance: Commercial General Liability of not less than \$2,000,000.00 per occurrence. The City to be added as an additional insured.

Licensee's Use: conducting the Giiwedin Anang Indigenous dispute resolution program and no other purpose.

Restoration: Upon the expiry or termination of the *Licence* for any reason whatsoever, the Licensee shall immediately, at its sole cost and expense and to the satisfaction of the City Designate, acting reasonably remove all of the Licensee's Chattels from and about the Licensed Area, restore the *Licensed Area* to a condition as close as is practicable to its condition prior to occupation by the Licensee; and leave the *Licensed Area* clean, tidy, and in good repair.

Covenants:

The Licensee shall:

- provide the City with a set of keys so that the City may enter onto the Licensed Area in order to carry out the work or inspections authorized or required by it pursuant to this *Agreement*;
- use, operate, and maintain the Licensed Area and the Licensee's Chattels, at its sole cost and expense, in a clean, tidy, well-ordered, safe, and good and worker-like manner, free of hazards and accumulations of rubbish or debris, and shall maintain the same at a first class level of repair and in compliance with Applicable Laws, provided that the parties agree the Licensee shall not be responsible for or expected to cut, weed, or water any grass or gardens within the Licensed Area;
- provide all personal protective equipment required by its staff and clients;
- strictly abide by physical distancing requirements and any other health and safety measures dictated by *Applicable Laws*;
- consume all utilities provided by the City in connection with this Agreement in a responsible manner;
- provide all security and supervision required for the Licensed Area and the Licensee's Chattels at its sole cost and expense.
- expeditiously repair and remedy, at its sole cost and expense and to the satisfaction of the City Designate, all damage and injury incurred by the City's Representatives and any property owned by or under the care of the City's Representatives, caused by any exercise by the Licensee's Representatives of the Licensee's rights under the Agreement, or the use of any part of the Licensed Area or the use or presence of the Licensee's Chattels.

Appendix "B"
Licenced Area

