

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

TRACKING NO.: 2021-028

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

Prepared By:	Owen Bartley	Division:	Corporate Real Estate Management
Date Prepared:	January 19, 2021	Phone No.:	(416) 338-1297

Purpose	To obtain authority to enter into a license agreement with Congress Centres Inc. operating as Toronto Congress Centre (the "Licensor") with respect to part of the property municipally known as 650 Dixon Road, Toronto for the purpose of operating a Toronto Public Health ("TPH") immunization clinic (the "Licence Agreement") .
Property	650 Dixon Road, Toronto, Ontario, Hall "F" in the South Building, comprising approximately 54,760 sq ft of space.
Actions	1. Authority be granted to enter into the Licence Agreement with the Licensor, substantially on the major 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	<p>The total cost to the City for the gross license fee and additional costs are approximately \$820,260.00 (plus HST) or \$834,696.58 (net of HST recoveries).</p> <p>Funding has been requested through the 2021 Operating Budget Submission for Toronto Public Health under cost centre PH4081, Functional Area Code 7170000000. These expenditures will be included in the funding being requested from the Province.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>Pursuant to a directive from the Medical Officer of Health for the City of Toronto, TPH plans to hold public immunization clinics to administer vaccination against the COVID-19 virus. TPH has identified 4 principal locations to serve different geographic areas of the city, which will be supplemented by smaller locations in areas of need. This location at the Toronto Congress Centre serves the west area of the city.</p> <p>This program is essential to stopping the spread of COVID-19 and protecting the population from its harmful effects. Immunization is going to play a key role in stopping the pandemic globally, and widespread immunization will reduce cases of infection and decrease the burden on the health care system.</p> <p>The Licensor is a tenant pursuant to a lease dated March 30, 2000 (the "Lease") with Sofinco Properties Inc., as landlord, with respect to the property municipally known as 650 Dixon Road, Toronto. The Licensor will provide the landlord's consent to the License Agreement and confirmation that the City is not required to comply with the terms of the Lease.</p> <p>The proposed licence fee and other major terms and conditions of the Licence Agreement are considered to be fair, reasonable and reflective of market rates.</p>
Terms	See Appendix "A".

Property Details	Ward:	1 – Etobicoke North
	Assessment Roll No.:	19 19 038 200 028 00
	Approximate Size:	87.17 m x 58.52 m ± (286 ft x 192 ft ±)
	Approximate Area:	5,087 m ² ± (54,760 ft ² ±)
	Other Information:	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2A. Expropriations Where City is Expropriating Authority:</p> <p>2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:</p> <p>3. Issuance of RFPs/REOIs:</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/Licensors):</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><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</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"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p><input type="checkbox"/> Issuance of RFPs/REOIs.</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 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 checked="" 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:
<ul style="list-style-type: none"> • 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:
<ul style="list-style-type: none"> • 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			
<input checked="" type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property			
Consultation with Councillor(s)			
Councillor:	Michael Ford	Councillor:	
Contact Name:	Jonathan Kent	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> x E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:		Comments:	
Consultation with Divisions and/or Agencies			
Division:	Toronto Public Health	Division:	Financial Planning
Contact Name:		Contact Name:	Amanda Hanniford
Comments:		Comments:	
Legal Services Division Contact			
Contact Name:	Shirley Chow		

DAF Tracking No.: 2021-028	Date	Signature
Concurred with by: Manager, Real Estate Services		X
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Jan. 21, 2021	Signed by Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Jan. 28, 2021	Signed by Alison Folosea

Appendix "A" – Major Terms and Conditions of the Licence Agreement

Licensor:	Congress Centres Inc. operating as Toronto Congress Centre										
Licensee:	City of Toronto										
Licensed Area:	Hall "F" of the Toronto Congress Centre South Building located at 650 Dixon Road, Toronto, Ontario, comprising approximately 54,760 sq. ft.										
Licence Fee:	<p>Forty-Five Thousand Dollars (\$45,000.00) per month (plus HST), payable as follows:</p> <table border="0" style="margin-left: 20px;"> <tr> <td>January 21, 2021</td> <td>\$90,000.00 plus HST</td> </tr> <tr> <td>March 1, 2021</td> <td>\$45,000.00 plus HST</td> </tr> <tr> <td>April 1, 2021</td> <td>\$45,000.00 plus HST</td> </tr> <tr> <td>May 1, 2021</td> <td>\$45,000.00 plus HST</td> </tr> <tr> <td>June 1, 2021</td> <td>\$45,000.00 plus HST</td> </tr> </table>	January 21, 2021	\$90,000.00 plus HST	March 1, 2021	\$45,000.00 plus HST	April 1, 2021	\$45,000.00 plus HST	May 1, 2021	\$45,000.00 plus HST	June 1, 2021	\$45,000.00 plus HST
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May 1, 2021	\$45,000.00 plus HST										
June 1, 2021	\$45,000.00 plus HST										
Other Costs:	<p>Estimated monthly costs for additional items are as follows:</p> <p>2 cleaners, 13 hours per day, at a rate of \$58.00/hour/cleaner - \$45,240 per month (plus HST) 2 security staff, 13 hours per day, at a rate of \$38.00/hour/guard - \$29,640 per month (plus HST) Table Rental \$0.00 per month (plus HST) Chair Rental \$480.00 per month (plus HST) Stanchion Rental \$870.00 per month (plus HST) Electrical Outlet Provision \$10,230.00 per month (plus HST) Internet Service Line \$1,250.00 per month (plus HST) Wifi User Access \$4,000.00 per month (plus HST) Total \$91,710.00 per month (plus HST)</p> <p>Costs for equipment rental, miscellaneous charges and any other charges shall be estimated by the Licensor and invoiced to the City at least 30 days prior to the commencement date, with invoices due 60 days after receipt.</p>										
Non-Refundable Payments:	All payments for the Licence Fee and other costs are non-refundable, except in the event that the License Agreement is terminated as a result of a breach or default by the Licensor.										
Term:	6 months commencing February 1, 2021 and expiring July 31, 2021.										
Use:	To operate a Toronto Public Health Immunization Clinic for the general public, with related services as may be considered appropriate by the City from time to time.										
Relocation:	The Licensor reserves the right, at any time and at Licensor's sole cost and expense, to re-locate the City to another space of comparable size within the Toronto Congress Centre and upon sending the City 30 days' prior written notice to that effect, the new space shall be deemed to be the Licensed Area for all purposes of the License Agreement.										
Insurance:	<p>The City shall maintain a) Comprehensive General Liability Insurance providing a coverage limit of at least \$5,000,000.00 inclusive for bodily injury, death and property damage including loss of use thereof, for any one accident or occurrence occurring anywhere on the Toronto Congress Centre premises including parking lots and access ways.</p> <p>Coverage shall include i) Blanket Written Contractual Liability including this License Agreement; ii) Products and Completed Operations; iii) Broad Form (All Risk) Tenant's Legal Liability; iv) Non-Owned Auto Liability; v) Contingent Employer's Liability; and vi) Personal Injury Liability arising out of any cause, including without limitation, false arrest, detention or imprisonment or malicious prosecution, libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry.</p> <p>All insurance policies provided under this paragraph shall name the Licensor and their respective officers, directors, employees and direct staff as additional insureds, with cross-liability provision.</p>										
Indemnity:	The City agrees to indemnify the Licensor and their officers, directors, employees and direct staff from any and all liabilities, costs, damages and expenses which any one or more of them may incur arising out of any claim on the part of any person alleging personal injury, including death, or loss (through theft or otherwise) or damage to property, including without limitation all liabilities, costs, damages and expenses which any one or more of them may incur arising out of any damage to property of either Licensor or the Licensee or of third persons caused by or arising out of the use and enjoyment by the Licensee, or any other person with the permission, express or implied, of the Licensee, of the Licensed Area or any equipment rented by the Licensee pursuant to this License Agreement.										

The Licensee further indemnifies the Licensor and their officers, directors, employees and direct staff from all liabilities, costs, damages and expenses which any one or more of them may incur arising out of claims for injury or damage to third parties attributable in whole or in part to the Licensee's extended use of the Licensed Areas or any rental equipment, and the Licensee's failure to promptly relinquish the same to the Licensor at the end of the License Period.

Breach:

Upon a material breach of covenant or any other material obligation of the Licensee under this License Agreement that remains uncured after ten (10) days of receipt of written notice from Licensor setting out the details of the breach, or upon the occurrence of any of the following events, the Licensor shall have, in addition to all other rights it may have at law or in equity, the power to invoke any of the remedies set forth in the "Remedies" section set out below:

- i) Material default made by the Licensee in the performance of any of its obligations under this License Agreement that remains uncured after ten (10) days of receipt of written notice from Licensor setting out the details of the default;
- ii) Material waste or damage to the Toronto Congress Centre, the Licensed Area or equipment caused or permitted by the Licensee;
- iii) Filing by or against the Licensee of a petition of bankruptcy or insolvency or the appointment of a Receiver or Trustee of any of the assets of the Licensee.

Remedies:

The Licensor may, upon the occurrence of any of the events set forth in the section above entitled "Breach", and in addition to any other remedies available to the Licensor at law or in equity, undertake any or all of the following remedies:

- i) Without further notice declare this License Agreement terminated and revoke the license granted hereunder.
- ii) Without further notice, enter and take exclusive possession of and remove all persons and property from the Toronto Centre Centre and the Licensed Area.
- iii) At the option of the Licensor, to retain all monies paid by Licensee to the Licensor prior to the breach as liquidated damages and not by way of penalty and in no event shall the Licensor be obligated to return monies paid for use of the Licensed Area;
- iv) Bring action against the Licensee to recover any fees due hereunder and any loss, cost, damage or expense sustained by the Licensor.

Appendix "B" – Location Map

