

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

TRACKING NO.: 2021-027

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:	December 22, 2020	Phone No.:	(416) 338-1297

Purpose	To obtain authority to enter into a license agreement with Global Spectrum Facility Management Limited, as General Partner of Global Spectrum Facility Management LP, operating as "The Hangar" (the " Licensor ") with respect to part of the property municipally known as 75 Carl Hall Road, for the purpose of operating COVID-19 immunization clinics by Toronto Public Health (TPH) (the " Licence Agreement ") .
Property	A portion of 75 Carl Hall Road, North York, Ontario, comprising approximately 45,012 sq ft.
Actions	Authority be granted to enter into: (i) the Licence Agreement with the Licensor; and (ii) the Landlord Consent Agreement with the Licensor (as tenant) and Parc Downsview Park Inc., a federal Crown Corporation or Agency (as landlord of the Property), 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 is approximately \$280,000.00 (plus HST) or \$284,928.00 (net of HST recoveries), plus Additional Costs for an extra cleaner (if required and requested by TPH) to a maximum of \$54,600 (plus HST) or \$55,560.96 (net of HST recoveries). The maximum total cost to the City is approximately \$334,600 (plus HST) or \$340,488.96 (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 Hangar serves the north 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>
Terms	<p>The Licensor is the tenant of the Property, by a lease with Parc Downsview Park Inc., a federal Crown Corporation or Agency (as landlord) dated June 1, 2015, as extended and amended by agreements dates August 27, 2108 and April 3, 2020. Consent of the landlord is required, in order for the Licensor to execute the Licence Agreement.</p> <p>See Appendix "A" for the Major Terms and Conditions of the Licence Agreement and the Landlord Consent Agreement. A sketch of the Licensed Areas is attached as Appendix "B".</p>

Property Details	Ward:	6 – York Centre
	Assessment Roll No.:	19 08 031 580 001 64
	Approximate Size:	yy m x yy m ± (yy ft x yy ft ±)
	Approximate Area:	4,181.75 m ² ± (45,012 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:

- 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:	James Pasternak	Councillor:	
Contact Name:	James Pasternak	Contact Name:	
Contacted by:	Phone <input checked="" type="checkbox"/> 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:	No concerns (December 22, 2020)	Comments:	

Consultation with Divisions and/or Agencies

Division:	Toronto Public Health	Division:	Financial Planning
Contact Name:	Ameeta Mathur	Contact Name:	Amanda Hanniford
Comments:		Comments:	

Legal Services Division Contact

Contact Name:	Soo Kim Lee
---------------	-------------

DAF Tracking No.: 2021-027	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

1. Licence Agreement

- Licensor:** Global Spectrum Facility Management Limited, as General Partner of Global Spectrum Facility Management LP, operating as "The Hangar"
- Licensee:** City of Toronto
- Licensed Areas:** Two (2) soccer/activity fields comprising approximately 45,012 sq. ft., at 75 Carl Hall Road, Toronto
- Licence Fee:** \$40,000.00 per month (plus HST)
- Estimated Other Costs:** If required, and if requested by TPH, the Licensor will provide one (1) additional cleaning staff at a cost of \$20.00 + HST per hour. The maximum amount required for this would be \$7,800 (plus HST) per month.
- The City shall be responsible for: (i) additional expenses incurred by Licensor at City's request, such as Security, administrative staff, traffic coordination, and electrical consumption other than the existing power in the building; and (ii) the cost of deep cleaning and disinfecting the Licensed Areas at the end of the Term.
- Term:** Seven (7) months commencing **January 1, 2021** and expiring **July 31, 2021**.
- Permitted Use:** The Licensed Areas shall be used by the City and/or its Authorized Member(s) (defined below) for the purpose of operating a Toronto Public Health Immunization Clinic for the general public, with related services considered appropriate by the City from time to time. "Authorized Member(s)" means the officers, workers, employees, licensees, agents, contractors, invitees, and other persons authorized by the City from time to time.
- "As Is" Condition:** The City accepts the Licensed Areas "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS". The Property maintains an older infrastructure which may or may not remain reliable throughout the Term. Neither Licensor nor Landlord shall be responsible for any losses, costs, or claims that arise out of infrastructure failures or disruption in service, including the failure of the electrical system to function.
- Electrical:** City shall have access to all working and available electrical outlets. Any electrical work that the City requests to be performed in establishing the Vaccination Clinic, and any additional infrastructure not currently equipped at the Property, will be an additional expense to the City.
- Other Terms:** The City will:
- use reasonable efforts to control pedestrian and vehicular traffic such that there is minimal interference with access to surrounding facilities;
 - be responsible for all aspects of the City's operations, including but not limited to the design, general maintenance, and cleaning and sanitization of all treatment portions of the Licensed Areas;
 - be responsible for the security, safety, and wellbeing of any individual who enters the Licensed Areas for treatment or to provide services on behalf of the City;
 - be solely responsible for the storage, maintenance, condition, and accessibility to any product, medical equipment, and medical device used by the City in its operation of the Permitted Use;
 - be responsible for the daily removal and disposal of all medical waste from the Licensed Areas.
- Insurance:** The City shall maintain commercial general liability insurance on an occurrence basis, against claims for bodily injury, personal injury and property damage in or about the Licensed Areas, contractual liability, licensee's legal liability, non-owned automobile liability, in an amount of not less than TWO MILLION (\$2,000,000.00) DOLLARS in respect of each occurrence.
- Indemnity:** The City shall indemnify and save the Licensor and Landlord harmless from and against costs, expenses, claims, and demands brought against the Licensor or Landlord in respect of loss, damage or injury to persons or property, arising out of the carrying out of the Permitted Use in the Licensed Area by the City and its authorized members during the Term, except to the extent caused and/or contributed to by the negligence or wilful misconduct of the Licensor or Landlord.
- Limitation of Licensor and Landlord Liability:**
- Neither Licensor, Landlord, Parc Downsview Park Inc., Canada Lands Company CLC Limited, and BGIS Global Integrated Solutions Canada LP ("**Indemnified Parties**") shall be liable to any party for any claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses ("**Claims or Costs**"), occasioned in connection with, arising or alleged to arise from, wholly or in part, the City's use, occupancy, operations, or exercise of control of the Property throughout the Term. None of Licensor nor any of its officers, partners, employees or agents shall be responsible or liable for any loss or damage to the personal property of City (including loss or damage sustained to any vaccination product or medical device used or stored by City for the Permitted Use), or its employees, agents, volunteers, or invitees/patients in connection with City's use of the Property hereunder.

The City agrees that all of its property or property of others in the Licensed Areas shall be stored and used at the sole risk of City, and City hereby waives and releases Licensor and Landlord from any and all Claims or Costs related thereto to the fullest extent permitted by law. These provisions shall survive the expiration or any earlier termination of the Licence Agreement.

2. Landlord Consent Agreement

In consideration of the Landlord giving its consent to the Licence of the Licensed Premises, the City as Licensee:

- agrees **not** to transfer, assign, or sell any of its interest in the Licence, or grant any concession or license within or concerning the Licensed Premises or any right to possession of the Licensed Premises to any party without the prior written consent of the Landlord, which consent the Landlord may withhold on and subject to the terms and conditions;
- agrees to arrange for a “deep clean and disinfecting” of the Licensed Premises;
- agrees that the Licence shall at all times be subject to and subordinate to the Lease;
- acknowledges that the existing electrical system for the Licensed Premises may not support the extensive refrigeration equipment required to store the vaccines. Accordingly, the Tenant and the Licensee will be responsible for bringing supplementary and back up electrical service to the Licensed Premises at their cost in order to power the necessary refrigeration equipment.
- agrees to indemnify and save the Landlord harmless from all costs, damages, liabilities, actions and causes of action (“**Claims**”) arising from the Licensee’s use of the Licensed Premises, the Licence or the public’s access to the License Premises or otherwise occurring on or through access to the Licensed Premises except and only to the extent such Claims are caused by the negligence of the Landlord; and
- agrees that in light of the fact that there will be high public access to the Licensed Premises and the nature of the vaccines:
 - the City will be responsible for all security at the Licensed Premises in connection with and access in the neighbourhood of the Licensed Premises including hiring an appropriate number of security guards; and
 - the City will be solely responsible for ensuring that the vaccines are properly stored including providing necessary refrigeration.

