

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

TRACKING NO.: 2021-061

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:	February 18, 2021	Phone No.:	(416) 338-1297

Purpose	To obtain authority to enter into a license agreement with bclMC Realty Corporation (the "Licensor") with respect to a portion of Unit 190 located in the property municipally known as Cloverdale Mall, 250 The East Mall, Toronto, for the purpose of operating a Toronto Public Health ("TPH") immunization clinic (the "Licence Agreement") .
Property	A portion of Unit 190, including exclusive use of the northern surface parking lot at Cloverdale Mall, 250 The East Mall, Toronto, Ontario, which unit will comprise of approximately 23,000 sq ft. of space as of the commencement date, and then expand to approximately 40,000 sq ft. of space effective April 1, 2021 (the "Licensed Area"), as shown on the Location Map in Appendix "B" and the floor plans in Appendix "C-1" and "C2".
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	The total cost to the City is approximately \$63,975.00 (plus HST) or \$65,100.96 (net of HST recoveries). Funding has been referred to the City's annual budget process and has been included in the 2021 Operating Budget Submission for Toronto Public Health under cost centre PH4082, Functional Area Code 7170000000 for Council consideration. These expenditures will be included in the funding being requested from the Province. The Chief Financial Officer and Treasurer has been provided the financial impacts associated with this program for review as part of the 2021 budget process.
Comments	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 5 principal locations to serve different geographic areas of the city, which will be supplemented by smaller locations in areas of need. This location at Cloverdale Mall serves the west area of the city. 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. The Licensor has agreed to forego the license fee for the City's occupancy of the Licensed Area during the term of the Licence Agreement. In lieu of the license fee, the Licensor only requires the City to reimburse the Licensor for its cost of the electrical work incurred in preparing the Licensed Area for the City's use (the "Licensor's Works"). The proposed costs for the electrical work, operating costs and other major terms and conditions of the Licence Agreement are considered to be fair, reasonable and reflective of market rates.
Terms	See Appendix "A".

Property Details	Ward:	3 – Etobicoke-Lakeshore
	Assessment Roll No.:	19 19 031 070 001 00
	Approximate Size:	
	Approximate Area:	2,136.77 m ² ± (23,000 ft ² ±) and 3,716.12 m ² ± (40,000 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:	Mark Grimes	Councillor:	
Contact Name:	Kim Edgar	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <input 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 (02/11/2021)	Comments:	

Consultation with Divisions and/or Agencies

Division:	Toronto Public Health	Division:	Financial Planning
Contact Name:	Ameeta Mathur	Contact Name:	Patricia Libiardo
Comments:	No Concerns (02/11/2021)	Comments:	No Concerns (02/11/2021)

Legal Services Division Contact

Contact Name:	Shirley Chow
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DAF Tracking No.: 2021-061	Date	Signature
Concurred with by: Manager, Real Estate Services		X
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Feb. 18, 2021	Signed by Daran Somas
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Feb. 19, 2021	Signed by Alison Folosea

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

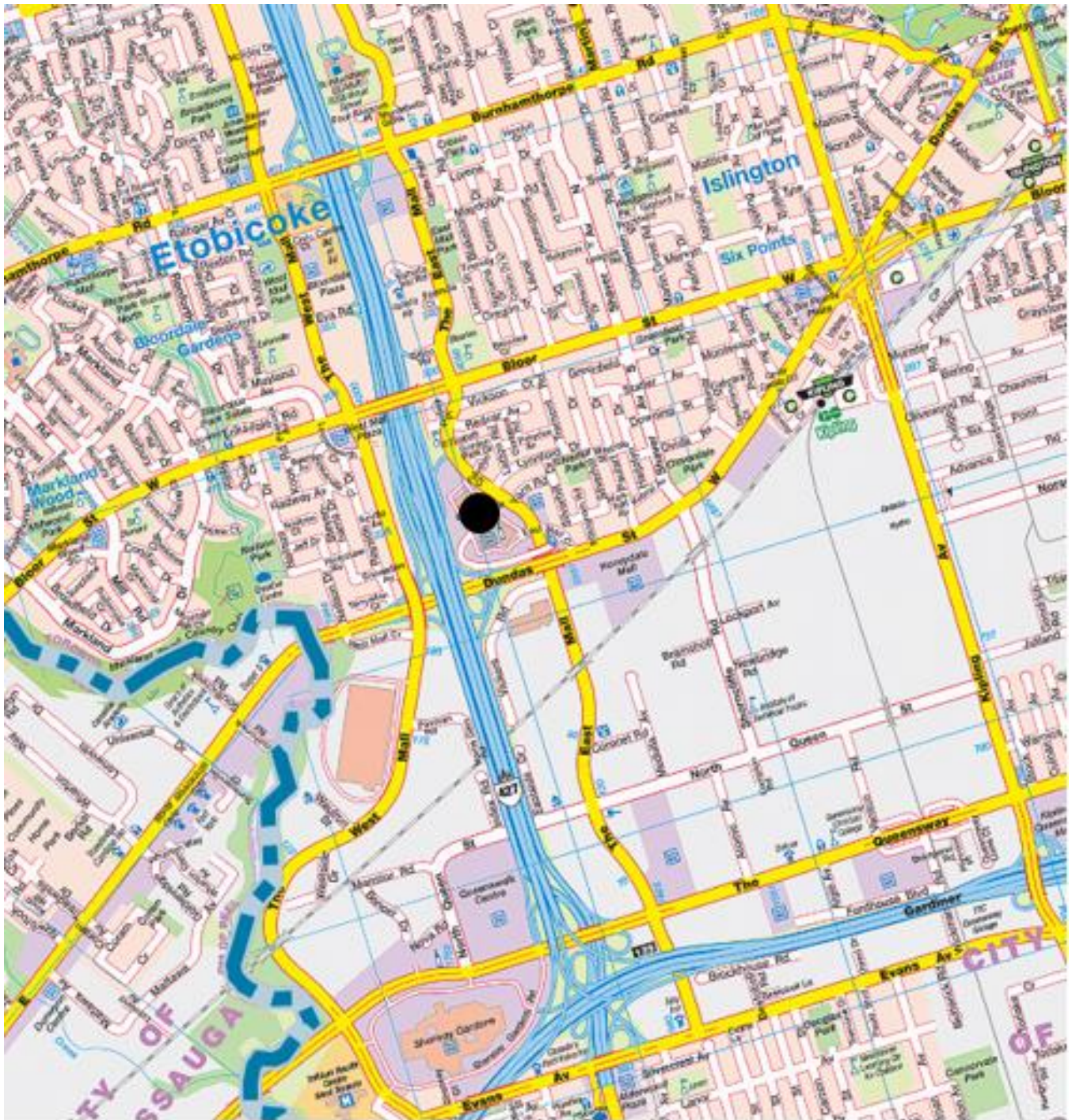
Licensor:	bcIMC Realty Corporation
Licensee:	City of Toronto
Licensed Area:	A portion of the unit described as Unit 190, including exclusive use of the northern surface parking lot, located in the property municipally known as Cloverdale Mall, 250 The East Mall, Toronto: (i) for the period commencing February 19, 2021 to March 31, 2021, the Licensed Area shall be comprised of approximately 23,000 square feet, as shown on the plan attached hereto as Appendix "C1", and (ii) for the period commencing April 1, 2021 to July 31, 2021, the Licensed Area shall be comprised of approximately 40,000 square feet, as shown on the plan attached hereto as Appendix "C2".
Electrical Work:	Eight Thousand, Nine Hundred Seventy Five Dollars (\$8,975.00) plus HST, for reconfiguration of electrical supply to suit clinic layout.
Operating Costs:	The Licensee shall be responsible for proportionate share of operating costs related to the operation of the unit, including, without limitation, mall security oversight (excluding security within the Licensed Area, which shall be the sole responsibility of the Licensee), hydro utility charges, and bathroom cleaning costs, as it relates specifically to Unit 190. The estimated monthly costs for utilities are approximately \$10,000.00 per month (plus HST).
Term:	5 months and 13 days, commencing approximately on February 19, 2021 and expiring July 31, 2021.
Use:	To use the Licensed Area only for the purpose of operating a public vaccination clinic to administer vaccines related to the COVID-19 pandemic.
Licensor's Work:	<p>The Licensor is not required to provide any materials or do any work, save and except the work set out in below (collectively, the "Licensor's Work"):</p> <ul style="list-style-type: none"> • Base building electrician to provide access to power drops at the locations specified in layout plans (at Licensee's cost); • Carpeted areas to be thoroughly vacuumed and tile floors cleaned; • Clean sink and counters in former Toronto Star space; • Provide space for exterior waste bins servicing the Licensed Area, with the Licensee responsible for the provision of the waste bins and costs of waste removal services to be borne by the Licensee; • If required by the Licensee, the Licensor will patch and paint the former Starbucks and adjacent areas, with such costs to be invoiced to the Licensee; • Provide use of existing PA system for client messaging; and • Northern sliding access doors facing the parking lot are to be repaired to ensure full operable service. <p>The Licensor's Work shall be completed in good and workman like manner, to the satisfaction of the City.</p>
Maintenance and Repairs:	Subject to the completion of the Licensor's Work, the City accepts the Licensed Area in an "as is" condition, with all maintenance and cleaning of the Licensed Area to be the City's responsibility; save and except for the cleaning, maintenance, repair and restocking of the common washroom, including without limitation, performing any emergency cleanup as may be required.
Insurance:	The Licensee shall, at least five (5) business days prior to the commencement of the License Period, provide the Licensor with proof satisfactory to the Licensor that it carries and has in full force and effect, commercial general liability insurance, including property damage and bodily injury and personal injury liability, non-owned automobile liability, contractual liability, employers' liability and owners' and contractors' protective insurance coverage with respect to the Licensed Area and the Licensee's use of the building and/or surrounding lands, coverage to include the activities and operations conducted by the Licensee and those for whom the Licensee is in law responsible including any person permitted in or upon the Licensed Area, any person performing work on behalf of the Licensee in any other part of the building and/or surrounding lands. Such policies shall be written on a comprehensive basis with inclusive limits of not less than five million dollars (\$5,000,000) per occurrence for bodily injury to any one or more persons, or property damage, and such higher limits as the Licensor, acting reasonably, or its mortgagee requires from time to time, and shall contain a severability of interests clause and a cross-liability clause. Such policies shall be taken out with insurers acceptable to the Licensor and shall be in a form satisfactory from time to time to the Licensor. The Licensor, its designated property manager (QuadReal Property Group Limited Partnership, by its General Partner, QuadReal Property Group G.P. Inc.), Cloverdale Mall Inc., and any mortgagee shall be named as additional insured.
Indemnification of Licensor:	The Licensee shall indemnify the Licensor and save them harmless from and against any loss, claims, actions, damages, liability and expenses in connection with loss of life, personal injury, damage to property or any other

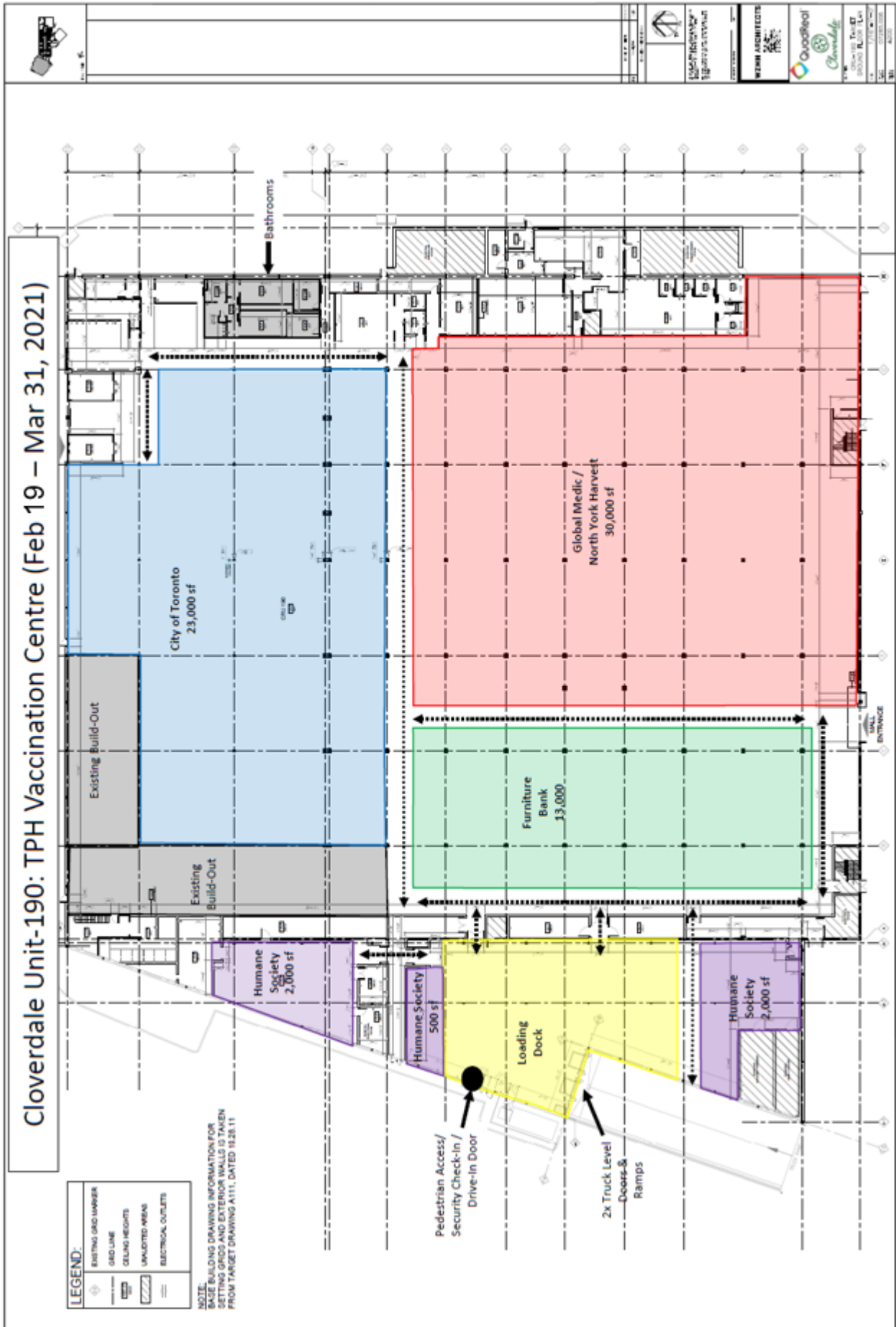
loss or injury whatsoever arising out of the negligence or wilful misconduct of the Licensee, or breach of this License by the Licensee, or any occurrence in, upon or at the Licensed Area, or the occupancy or use by the Licensee of the Licensed Area or any other part of the building or lands serving the building, or any part thereof, or occasioned wholly or in part by any act or omission of the Licensee or by anyone permitted to be in the Licensed Area or the building by the Licensee. If the Licensor shall, without fault on its part, be made a party of any litigation commenced by or against the Licensee, then the Licensee shall protect, indemnify and hold the Licensor harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Licensor in connection with such litigation. The Licensee shall also pay all costs, expenses and legal fees that may be incurred or paid by the Licensor in reasonably enforcing the terms, covenants and conditions in this License unless a court of law having jurisdiction shall decide otherwise. This indemnity shall survive the expiration of this License.

Loss or Damage: The Licensor shall not be liable for any death or injury arising from or out of any occurrence in, upon, at or relating to the Licensed Area or the building, or damage to property of the Licensee or of others located in the Licensed Area or elsewhere in the building, nor shall it be responsible for any loss of or damage to any property of the Licensee or others from any cause whatsoever, save and except where such death, injury, loss or damage is as a result of or arising from the negligence or willful misconduct or omission of the Licensor. All property of the Licensee kept or stored in the Licensed Area (including but not limited to all art work) shall be so kept or stored at the risk of the Licensee only and the Licensee shall indemnify the Licensor and save it harmless from any claims arising out of any damage to the same including, without limitation, any subrogated claims by the Licensee's insurers.

Default: If the Licensee fails to observe or perform any of the terms, obligations or conditions of this License to be observed or performed by the Licensee, then in the event the Licensee has not cured such default within five (5) business days of receipt of written notice of default from the Licensor, in addition to any other rights or remedies the Licensor has pursuant to this License or by law, the Licensor may terminate this License and re-enter and repossess the Licensed Area. In such event the Licensee will vacate the Licensed Area in accordance with the terms this License and will have no further rights or entitlement with respect thereto. The Licensee shall also pay all out-of-pocket costs, expenses and legal fees that may be incurred or paid by the Licensor in reasonably enforcing the terms, and conditions in this License.

Environmental Matters: The Licensee will not bring or permit to be brought on or into the Licensed Area, building or lands serving the building, or any part thereof, or discharge or release or permit to be discharged or released, any Hazardous Substance, as hereinafter defined, and the Licensee will promptly comply with all statutes, regulations, by-laws, and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, storage, treatment, control, removal or clean up of any Hazardous Substance in, on or under the Licensed Area if the Licensed Area become contaminated with any Hazardous Substance as a result of operations or activities of the Licensee or those for whom it is in law responsible. The Licensor may, but shall not be obliged to, enter upon the Licensed Area and take such actions and incur such costs and expenses to effect such compliance as it deems advisable and the Licensee shall reimburse the Licensor on demand for the full amount of all costs and expenses incurred by the Licensor in connection with such compliance activities. The Licensee will indemnify and hold the Licensor harmless against any losses, damages, costs, expenses and liabilities suffered or incurred by the Licensor by reason of a breach of any of the covenants aforesaid which indemnity shall survive the expiration of this License. For the purposes of this License, "**Hazardous Substance**" means, as defined by environmental laws, any pollutant, contaminant, chemical, waste (including, without limitation, solvent waste, liquid industrial waste, other industrial waste, toxic waste and hazardous waste) or deleterious substance.





Appendix "C2" – Approximate Floor Plan

