

DELEGATED APPROVAL FORM

DIRECTOR, REAL ESTATE SERVICES

MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2022-044

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 10, 2022	Phone No.:	(416) 338-1297
Purpose	To obtain authority to enter into a licence agreement (the "Licence Agreement") with Eglinton Warden Developments Limited (the "Licensor") with respect to Unit 200, being the full second floor of the property municipally known as 1940 Eglinton Avenue East, Toronto (the "Property"), for the purpose of operating a Toronto Public Health ("TPH") immunization clinic.		
Property	Unit 200, being the second floor of the property municipally known as 1940 Eglinton Avenue East, Toronto, which comprises approximately 25,397 square feet of space (the "Licensed Area"), as shown on the Location Map in Appendix "B" and the Floor Plan in Appendix "C".		
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 is approximately \$482,543.00 (plus HST) or \$491,035.76 (net of HST recoveries).</p> <p>Costs will be charged to cost centre PH4128, Functional Area Code 7170000000.</p> <p>Funding for TPH to support the operational requirements of the Mass Immunization Clinics (the "MICs") is expected to be received through continued COVID-19 support funding from the other levels of government as needed. TPH is seeking reimbursement for costs incurred to operate its MICs from the Ministry of Health (the "Ministry") as part of the Ministry's MIC Extra-Ordinary Cost Recovery Program.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.</p>		
Comments	<p>Pursuant to a directive from the Medical Officer of Health for the City of Toronto, TPH plans to continue the use of public mass immunization clinics to administer vaccination against the COVID-19 virus.</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 proposed costs for the operating costs 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" for the Major Terms and Conditions of the Licence Agreement.		
Property Details	Ward:	21 – Scarborough Centre	
	Assessment Roll No.:	1901 031 050 00050	
	Approximate Size:		
	Approximate Area:	2,359.46 m ² ± (25,397 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/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><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/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 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:	Michael Thompson	Councillor:	
Contact Name:	Debbie Gedz	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 (02/10/2022)	Comments:	

Consultation with Divisions and/or Agencies

Division:	Toronto Public Health	Division:	Financial Planning
Contact Name:	Ameeta Mathur	Contact Name:	Ciro Tarantino
Comments:	No concerns (02/10/2022)	Comments:	No changes (02/10/2022)

Legal Services Division Contact

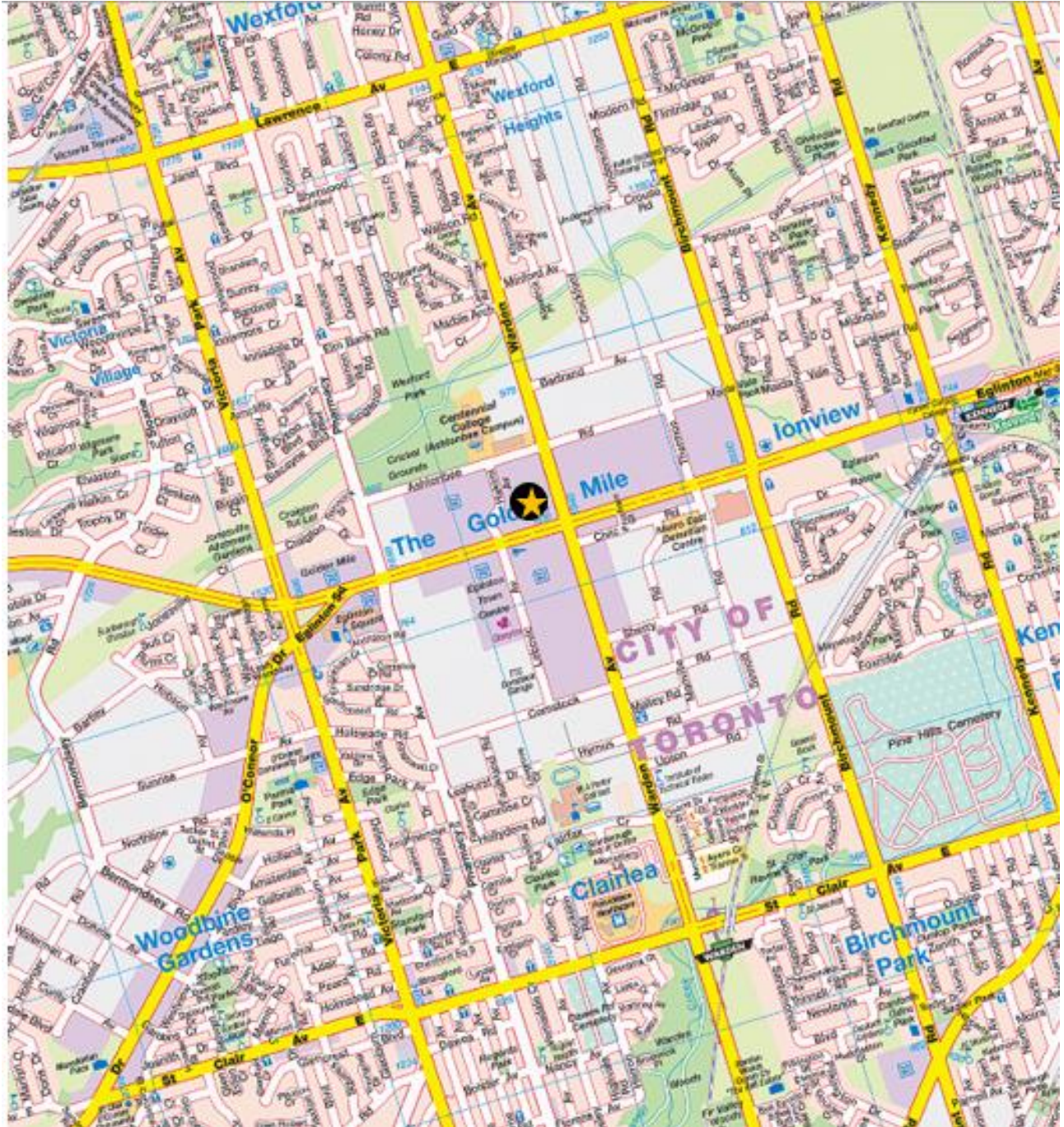
Contact Name: Shirley Chow

DAF Tracking No.: 2022-044	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Vinette Prescott-Brown	Feb. 10, 2022	Signed by Vinette Prescott-Brown
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Feb. 10, 2022	Signed by Alison Folosea

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

Licensor:	Eglinton Warden Developments Limited
Licensee:	City of Toronto
Licensed Area:	Approximately twenty-five thousand, three hundred and ninety-seven (25,397) square feet of space, being Unit 200, on the 2nd floor of the building known as 1940 Eglinton Avenue East, Toronto.
Term:	Twelve (12) months, commencing on March 1, 2022 (the "Commencement Date") and expiring on February 28, 2023.
Licence Fee:	<p>The City shall pay to the Licensor, a gross licence fee in the amount of Four Hundred, Eighty-Two Thousand, Five Hundred and Forty-Three Dollars (\$482,543.00) plus HST for the Term, payable monthly, in advance, in the amount of Forty Thousand, Two Hundred and Eleven Dollars, and Ninety-Two Cents (\$40,211.92) plus HST per month, based upon a rate of Nineteen Dollars (\$19.00) per square foot of the Licensed Area per annum.</p> <p>The Licence Fee includes all cost payable by the City, including but not limited to the City's proportionate share of operating cost, all charges for electricity, water, gas, and other utilities, HVAC, and property taxes.</p> <p>The Licensor agrees that the City shall have access and use of the Licensor's standard waste and recycling bins for disposal of non-medical waste, at no cost to the City.</p> <p>The City shall be responsible for any additional expenses incurred by the Licensor at City's request, such as expenses for security or administrative staff.</p> <p>The City shall pay to the Licensor any Harmonized Sales Tax or goods and services tax applicable to any payments to be made by the City hereunder.</p>
City's Responsibilities:	The City shall be responsible, at its sole cost, for: (i) janitorial services for the Licensed Area, (ii) janitorial services for the pedestrian passageways used to access the Licensed Area during Saturday and Sunday throughout the Term, (iii) daily removal of all medical waste, and (iv) locking the ground floor doors to the Property for weekend access on Saturday and Sunday evenings and ensuring all ground floor access doors to the Property used by individuals entering the Licensed Area are closed and secured.
Early Occupancy:	The City shall be permitted access to the Licensed Area two (2) weeks prior to the Commencement Date, at no cost to the City, for the purpose of setting up and preparing the Licensed Area for the City's Permitted Use. In the event that the City completes the set-up and preparation prior to the Commencement Date, the City shall be permitted to commence operation of the Permitted Use.
Permitted Use:	<p>(a) The Licensed Area shall be used by the City 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 (the "Permitted Use").</p> <p>(b) The City shall have access to the Licensed Area at any time or times throughout the Term on a 24 hour/7 days/week basis, with the right to operate the immunization clinic seven (7) days a week, from 8:00 a.m. to 10:00 p.m., or such other amended hours as may be reasonably required by the City, as determined by the City at its sole discretion (the "Business Hours").</p>
Parking:	The City shall be permitted to park on the Property's surface parking lot, at no costs, on a first come first serve basis.
Early Termination:	At any time during the Term or any extension or renewal thereof, the Licensor and the City shall have the right (but not the obligation) to terminate the Licence upon giving no less than thirty (30) days' prior written notice (the "Termination Notice") of such termination to the other party. The Termination Notice shall specify the termination date which in no event shall take effect prior to August 31, 2022.
Condition of Licensed Area:	<p>The City acknowledges that it has examined the Licensed Area, is familiar with the condition and the permitted uses thereof and accepts the Licensed Area in an "as is, where is" condition, and shall not require the Licensor to pay for or do any work. The City shall be responsible for any improvements required for the use of the Licensed Area.</p> <p>The City shall have access to all working and available electrical outlets. Any electrical work that the City requests be performed in order to operate its Permitted Use, and any additional infrastructure not currently equipped at the Licensed Area, will be an additional expense to the City.</p> <p>The City agrees not to do any act or suffer any act to be done which shall mar, deface, injure or damage any part of the Licensed Area. Upon expiration of the Term, the City shall deliver the Licensed Area to the Licensor in the condition received at the beginning of the Term, excepting normal wear and tear.</p>

Deposit:	The City shall deposit with the Licensor a cheque in the amount of the estimated gross Licence Fee due in the first and last months of the Term of the Licence. The amount of such deposit to be paid to the Licensor no later than thirty (30) days after the City's execution of the Licence Agreement, and shall be applied towards the City's first and last months' Licence Fee when due.
Signage:	The City shall be permitted to erect directional, informational, and wayfinding signage in the Property's main lobby, in the common areas of the Property, including the stairwells and the exterior of the building, to indicate the location and other relevant details about the clinic. All directional, wayfinding, and/or information signage shall be of professional appearance and condition. Hand lettered or paper signs are not permitted. No signage shall be affixed to walls using tape, string or Command Strip products. Notwithstanding the above, the City shall seek approval from Licensor, not to be unreasonably withheld, for all signage prior to installing same.
Insurance:	<p>(a) City's Insurance: The City shall maintain commercial general liability insurance on an occurrence basis, against claims for bodily injury, personal injury and property damage arising out of the City's operations, which policy shall include coverage for contractual liability, the City's legal liability, non-owned automobile liability, in an amount of not less than FIVE MILLION (\$5,000,000.00) DOLLARS in respect of each occurrence. The City will deliver to the Licensor certificate(s) of insurance as evidence of such insurance.</p> <p>(b) Licensor's Insurance: The Licensor shall maintain general liability insurance necessary to protect its interests.</p> <p>(c) Waiver of Subrogation: All insurance policies required shall provide for waiver of subrogation and cross-liability clauses, if available, against the Licensor and the City respectively, and each party may from time to time require the other to supply evidence in respect thereto provided that if such endorsement can only be obtained by payment of an additional premium, the other party, if it insists upon such endorsement, shall pay such additional premium.</p>
Limitation of Liability / Indemnity:	<p>(a) The Licensor shall not be liable to any party for any claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable legal 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 Licensed Area 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 the City (including loss or damage sustained to any vaccination product or medical device used or stored by the City for the Permitted Use), or its employees, agents, volunteers, or invitees/patients in connection with the City's use of the Licensed Area.</p> <p>(b) The City acknowledges and agrees that all of its property or property of others in the Licensed Area shall be stored and used at the sole risk of the City, and the City hereby waives and releases the Licensor from any and all Claims or Costs related thereto. These provisions shall survive the expiration or any earlier termination of this Agreement.</p> <p>(c) The City shall indemnify and save the Licensor harmless from and against costs, expenses, claims, and demands brought against the Licensor 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 during the Term, except to the extent caused by and/or contributed to by the negligence, wilful misconduct or omission of the Licensor.</p>
Assignment:	The City shall not assign the Licence without the prior written consent of the Licensor, which may be unreasonably withheld, conditioned or delayed.
Damage:	<p>(a) In the event of damage or destruction to the Licensed Area, the Licence Fee shall abate in the proportion that the Licensed Area rendered unusable by the City bears to the total area of the Licensed Area, until such damage or destruction is repaired.</p> <p>(b) If during the Term more than fifty (50%) percent of the Licensed Area is damaged to such an extent as to render it unusable for the City's purposes and, in the reasonable opinion of an independent qualified contractor, the damage is incapable of being repaired with reasonable diligence within 10 days after the date of commencement of repair of the damage, then the City or the Licensor may elect to terminate this Licence by written notice given within 5 days after delivery of the certificate of the contractor referred to in this paragraph. If the City or the Licensor elect to terminate this Licence, this Licence and the licence created shall immediately cease and determine, the City shall deliver up vacant possession of the Licensed Area, all fees and other charges shall be adjusted as of the date of the damage.</p>
Brokerage Commissions:	Any and all brokerage commissions or fees with respect to this Licence transaction shall be paid by the Licensor. The Licensor agrees to indemnify and hold harmless the City from and against any and all claims with respect to any commissions or fees.



Appendix "C" – Floor Plan

