
DATE: June 20, 2008

SUBJECT: **PARAMEDIC FACILITY CO-LOCATIONS WITH THE CITIES OF BRAMPTON AND MISSISSAUGA**

FROM: Janette Smith, Commissioner of Health Services

RECOMMENDATION

That The Regional Municipality of Peel enter into a Memorandum of Understanding with The Corporation of the City of Mississauga to commence design and construction of a co-located Fire and Paramedic Station located at the intersection of Tomken Road and Pacific Gate in the City of Mississauga;

And further, that The Regional Municipality of Peel enter into a Memorandum of Understanding with The Corporation of the City of Brampton to commence design and construction of a co-located Fire and Paramedic Station located at the intersection of Queen Street West and Kimbark Drive in the City of Brampton;

And further, that the Commissioner of Health Services be given the delegated authority to execute the Memorandums of Understanding and any and all other documents and agreements relating to the co-locate Fire and Paramedic Stations referred to herein, including but not limited to the construction agreements, agreement of purchase and sale, design agreements, leases, project payments, and/or co-tenancy/joint ownership agreements

And further, that Regional staff be authorized to finalize negotiations with the City of Mississauga for the purchase of an approximate 70% interest as tenants in common in 2.34 acres of land for the co-locate site and a 100% interest in 3.36 acres of surplus land at the joint Fire and Paramedic facility to be located at Tomken Road and Pacific Gate at a cost of approximately \$3 million, to be funded as follows:

- **\$1 million from the Capital Financing Stabilization Reserve – Paramedics (R0235)**
- **\$2 million from the General Government Working Fund Reserve (R1250)**

PARAMEDIC FACILITY CO-LOCATIONS WITH THE CITIES OF BRAMPTON AND MISSISSAUGA**REPORT HIGHLIGHTS**

- In August 2007, Regional Council provided direction to commence discussions with the Fire Services in the Cities of Brampton and Mississauga to discuss potential co-locate sites.
- Regional Council approved the 2007 and 2008 Capital Budgets which included \$22 million related to Paramedic facilities.
- A facility co-locate build for a paramedic reporting station opportunity was identified in each of the City of Mississauga and the City of Brampton.
- Staff from the Region and the Cities have developed Memorandums of Understanding (MOUs) which outline the guiding principles to start the design/build and to continue with the work in the development of all applicable agreements.
- Architectural firms have been awarded contracts by both cities and the design component of both projects are ready to commence.

DISCUSSION**1. Background**

At the August 2007 Regional Council meeting, Council authorized Paramedic Services to enter into discussions with the area Fire Services from the Cities of Brampton and Mississauga to find potential co-locate sites. Staff commenced discussions with both Fire Services and two sites were identified to plan for a co-location of both Paramedic and Fire Services.

Regional staff entered into discussions with both municipalities and have developed MOUs which outline the guiding principles of the projects to ensure that both parties' interests are served, that construction timelines are not delayed to start the design/build, and to continue with the work in the development of all applicable agreements.

Both the City of Mississauga and the City of Brampton have issued Requests for Proposals to solicit architectural firms for the design and construction contract management of the projects. Upon completion of the designs and approvals, Requests for Tender (RFT) processes will be issued for the construction of the projects buildings.

a) Fire and Paramedic Joint Facility - Mississauga

The City of Mississauga identified a parcel of land located at Tomken Road and Pacific Gate of approximately 5.7 acres which would be used by their Fire Services to build a fire hall. Peel staff entered into discussions with City staff and arranged to co-locate both a fire hall and paramedic reporting station together on a portion of the 5.7 acre parcel. The MOU provides that the land not required to build the co-locate facility will be deemed surplus by Mississauga and the Region will purchase this surplus land for future regional use.

It is expected that the co-locate site will be approximately 2.34 acres of the 5.7 acre parcel and that the Region's paramedic reporting station will consume approximately 70 per cent of the co-locate site.

The land used for the co-locate facility shall be owned by the Region and the City as tenants in common in a proportion relative to the gross floor area that each respective service consumes of the total co-locate facility. The Region and the City shall enter into

PARAMEDIC FACILITY CO-LOCATIONS WITH THE CITIES OF BRAMPTON AND MISSISSAUGA

a co-ownership agreement for the common space and agreements for the maintenance and ongoing operations of the co-locate facility and the co-locate site.

Based upon the Region purchasing our proportionate share of the 2.34 acre co-locate site, the purchase price for the 70% interest, based upon an appraisal obtained by the City of Mississauga and reviewed by the Region of Peel, will be approximately \$982,800.

The Region will also purchase a 100% interest in the surplus land, being approximately 3.36 acres, from the City of Mississauga, based upon the appraisal noted above, for the approximate purchase price of \$2,016,000.

The City of Mississauga will be the project lead for managing design and construction.

The general timeline for the development of this site is to have the design phase completed no later than the first quarter of 2009 and construction to begin immediately thereafter with occupancy in the summer of 2010.

b) Fire and Paramedic Joint Facility - Brampton

The City of Brampton was planning to build a new fire headquarters and fire hall located at the intersection of Queen Street West and Kimbark Drive and advised the Region that there would be opportunities to co-locate a paramedic reporting station at this site.

The City of Brampton will be the owner of the entire site and the Region will lease the paramedic station and some common space from the City. As the Region is not purchasing any land from the City for this co-locate, a land cost component will likely be built into the overall lease rate to be negotiated.

The City of Brampton will be the project lead for managing design and construction.

The general timeline for the development of this site is to have the design phase completed no later than the first quarter of 2009 and construction to begin immediately thereafter with occupancy in the late summer of 2010.

2. Proposed Direction

Based on the direction of Council, Paramedic Services would like to enter into the MOUs (attached as Appendix I and II) with both municipalities and have them executed by the signing officers for the Region of Peel. After the execution of the MOUs by the signing officers, it is recommended that the Commissioner of Health Services be given the authority to execute any and all other documents and agreements relating to these facilities.

Based upon the MOUs the parties will negotiate and develop the necessary final agreements.

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FINANCIAL IMPLICATIONS

Through the 2007 and 2008 Capital Budget approvals, capital costs of \$22 million were established for five Paramedic facility projects. Based on Council direction, the proposed capital plan did not incorporate estimates for land acquisition. The intent was to optimize the use of existing municipally owned land and where needs were identified for specific situations, then those would be brought back to Council. In the case of the proposed Mississauga co-locate, the land was not pre-existing and it is appropriate to partner in the acquisition of this land parcel.

Upon Council approval, The Region of Peel will purchase a 70% interest in the 2.34 acre co-locate site for the co-locate facility and approximately 3.36 acres of land from the original land parcel which is surplus to the land requirements of the co-locate facility at an approximate value of \$0.6M per acre for a total cost of approximately \$3 million. This purchase will be financed from the Capital Financial Stabilization Reserve – Paramedics (R0235) for \$1 million and from the General Government Working Fund Reserve (R1250) for \$2 million.

The costs for design and construction will be shared between the Region of Peel and the Cities based on the gross floor area occupied by the respective parties.

Funding for the first two co-locates is available in the approved 2008 Capital Plan. Once the construction tenders have been received staff will update the 10 year facility plan and bring an updated plan to Council.

June 20, 2008

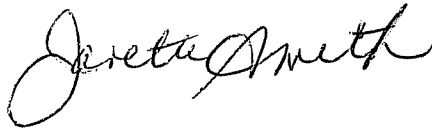
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CONCLUSION

In follow up to Council direction, staff have identified opportunities for co-located Fire and Paramedic facilities. This is a fiscally responsible approach to avoid the need to purchase and build separate lands and buildings. There are cost savings in both construction and operation/maintenance of a co-located facility.

The first two co-locate facilities are ready to proceed with the Cities of Brampton and Mississauga. MOUs have been developed to meet the needs of both the Region and area municipalities. The execution of the MOUs will permit both the Region and the affected Cities to proceed with the projects and maintain timelines for final occupancy.



Janette Smith
Commissioner of Health Services

Approved for Submission:



D. Szwarc, Chief Administrative Officer

OK June 20/08

For further information regarding this report, please contact Peter F. Dundas at extension 3921 or via email at peter.dundas@peelregion.ca

Authored By: Peter F. Dundas, Director, Paramedic Services

- c. Legislative Services
- D. Labrecque, Chief Financial Officer
- Manager, Financial Support Unit (FSU)

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MEMORANDUM OF UNDERSTANDING

Between:

**The Corporation of the City of Brampton
(hereinafter called the "City")**

and

**The Regional Municipality of Peel
(hereinafter called the "Region")**

WHEREAS the City is the Owner of the lands and premises located in the City of Brampton described in Schedule "A", at the intersection of Kimbark and Queen Street (hereinafter called the "Lands");

AND WHEREAS the City will be constructing a Fire Department Headquarters ("Headquarters") on the Lands;

AND WHEREAS the Region desires to build a Paramedic Reporting Station ("Reporting Station");

AND WHEREAS Region has requested the City to agree to co-locate its Reporting Station with the Headquarters on the Lands;

AND WHEREAS the City has agreed to the co-location with the Region;

AND WHEREAS the City and Region intend to reduce the overall cost of providing essential emergency services by co-locating the Reporting Station with the Headquarters,

AND WHEREAS City and Region staff (collectively, the "parties") have met to discuss the principles that will form the basis of the co-location,

NOW THEREFORE the parties agree as follows:

1. The parties have agreed that upon the Lands there will be built Headquarters, an integrated Fire Station and the Reporting Station and associated landscaping, parking and site services ("Project").
2. The Reporting Station could potentially have five entry points and shall be designed to accommodate 16 ambulances and associated staff and personnel and parking on the principle of a staggered shift parking allotment.
3. The Project shall be a landmark, iconic site incorporating the appropriate architectural and design principles.

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4. The parties agree to commit to a collaborative approach to attain efficient use of municipal lands and overall cost savings in construction, operation and maintenance of the Headquarters and Reporting Station.
5. The Project must effectively address the City and the Region's mutual obligations to provide essential emergency services.
6. The City shall provide the Lands for the Reporting Station and consideration for same shall be on terms and conditions to be negotiated between the City and the Region.
7. As the Headquarters will be a signature building site for the City, the Project and architectural and design principles shall be, within reason, given priority over the straight cost efficiency of the Project.
8. The parties have both obtained budget approval of their respective Councils for the design phase of the Project.
9. The City intends to deliver the Project by way of a stipulated sum contract (modified form of CCDC2).
10. The Project is intended to be designed to LEEDs silver standard but will not necessarily be certified LEEDs silver.
11. The City shall manage the planning, design, site plan, permitting, construction and commissioning of the Project.
12. The City shall provide the Region with a construction schedule and the Region will make every reasonable effort to support the schedule, where required.
13. The City shall procure and enter into any and all agreements with both the architectural consultant and construction contractor as required to facilitate the Project.
14. The Region will provide its technical specifications to the City's architect in accordance with a schedule and budget requirements as determined at periodic intervals by the City and its architect.
15. The parties acknowledge that the Project is anticipated to break ground in 2009.

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16. The City is to communicate with the Region at key milestones and the Region is to provide timely comments to conform with the City's Project schedule, said Project schedule to be adhered to in order to ensure timely completion of the Project and to minimize the risk of construction delay claims. It is the intention of the parties the Region shall have an active participation in decision making in relation to Project and the Region will be afforded the opportunity to review and comment and be consulted in the process to determine that Regional needs are being met.
17. The parties expect that each one will seek approval from their respective Councils (including budget approvals) to ensure Project milestones are met including commissioning and operations.
18. Each party hereby agrees to appoint a primary point of contact for Project management. Fire Chief Andy MacDonald is the City's Project sponsor. Michael Yuen is the City's primary point of contact. Peter Dundas is the Region's point of contact. Any primary point of contact may appoint a further point of contact so long as there is always a primary point of contact appointed throughout the term of the Project. The parties agree to meet as agreed as required in order to promote achievement of the guiding principals and scheduling as provided for herein.
19. An agreement or agreements will be negotiated and presented for both parties' Council approval dealing with detailed arrangements for design and tender, construction costs sharing (approvals, billing and documentation), commissioning and acceptance, operational issues, maintenance and capital cost sharing and operating based on occupancy and usage and lease.
20. The Region shall pay to the City all costs associated with the design and construction of the Reporting Station to be defined in a construction agreement between the parties to be negotiated. In the interim, as the parties negotiate and finalize the construction agreement, based upon Regional Council's budget approval for the overall Paramedic Services Facility Requirements, the Region shall use its best efforts to obtain a purchase order and provide funding for the Region's design costs for the Reporting Station to be paid to the City based upon period invoicing from the City. The amount shall not exceed \$200,000.00 and if the project does not proceed prior to the execution of the construction agreement due to any fault of the City, the City shall refund any interim payments made by the Region.
21. Neither party shall assign or transfer this Memorandum of Understanding.

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22. This Memorandum of Understanding shall be governed, construed and enforced according to the laws of the Province of Ontario.
23. No waiver of any provision of this Memorandum of Understanding shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
24. The City and the Region each shall and will make its best and timely effort upon the reasonable request of the other to make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deed, things, devices and assurances whatsoever necessary to give affect to this Memorandum of Understanding, and the terms and conditions contained therein.
25. The Parties disclaim any intention to create a partnership or to constitute either of them the agent of the other. Nothing in this Memorandum of Understanding shall bind the parties or either of them, as partners or agents nor, except as expressly provided in this Memorandum of Understanding, constitute either of them the agent of the other Party.
26. The parties acknowledge and agree that nothing in this Memorandum Of Understanding shall be deemed to fetter or interfere with either Parties' responsibility and rights of municipal bodies to grant regulatory approval such that approval (request) as provided for in this Memorandum Of Understanding is not meant to reflect the responsibilities of either Party as a municipality.

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MEMORANDUM OF UNDERSTANDING ("MOU")

Between:

The Corporation of the City of Mississauga
(hereinafter called the "City")

and

Regional Municipality of Peel
(hereinafter called the "Region")

WHEREAS the City is the Owner of the lands and premises located in the City of Mississauga described in Schedule "A", at the intersection of Tomken Drive and Pacific Gate Drive (hereinafter called the "Lands");

AND WHEREAS the City will be constructing a Fire station ("Fire Station") on the Lands;

AND WHEREAS the Region desires to build a Paramedic Reporting Station ("Paramedic Station");

AND WHEREAS the Region has requested the City to agree to co-locate its Paramedic Station with the Fire Station on the Lands:

AND WHEREAS the City has agreed to the co-location with the Region;

AND WHEREAS the City and Region intend to reduce the overall cost of providing essential emergency services by co-locating the Paramedic Station with the Fire Station;

AND WHEREAS City and Region staff (collectively, the "Parties") have met to discuss the principles that will form the basis of the co-location;

NOW THEREFORE the parties agree as follows:

1. The parties have agreed that upon the Lands there will be built the Fire Station and the Paramedic Station and associated landscaping, parking and site services ("the Project").
2. The Parties acknowledge that the Lands are currently owned by the City. The Lands comprise 5.7 acres. The City purchased the Lands by a transfer registered on May 30, 2007 for Three Million (\$3,000,000.00) Dollars.
3. The parties agree that the Lands are to be divided between what is required for the Project (the "Project Lands") and those Lands surplus to the needs of the Project (the "Surplus Lands"). The Project Lands are approximately 2.46 acres in size and the Surplus Lands are approximately 3.24 acres in size. The actual size of the Project Lands and the Surplus Lands will be determined upon obtaining building permit approval. The Region will prepare or cause to be prepared a draft reference plan for approval by the City and arrange for its deposit on title. The cost of the reference plan and its deposit shall be paid for solely by the Region.

4. The Project Lands are to be transferred to the Region and the City as co-owners (or co-tenants) in the proportion relative to the respective gross floor area of the Fire Station and the Paramedic Station. It is estimated, that based upon square footage of the proposed Fire Station and Paramedic Station, that the ownership will be 70% to the Region and 30% to the City. The actual percentage of ownership shall be determined based upon the actual Fire Station and Paramedic Station gross floor area as determined upon obtaining building permit approval.
5. The Surplus Lands are to be transferred to the Region along with an Access Easement over the Project Lands in favour of the Surplus Lands for the purpose of vehicular access between Tomken Road and the Surplus Lands. The Access Easement shall be granted over the southern driveway access from the Project Lands onto Tomken Road. The Region shall release and abandon the Access Easement at such time as a formal access is approved from the Surplus Lands directly onto Tomken Road.. It is the intention of the Parties that the Project will be designed such that the Project Lands are used to their maximum efficiency and utility and that after the design of the Project, the Surplus Lands shall have a minimum frontage of 30 metres along Tomken Road. If the Surplus Lands do not have a minimum frontage of 30 metres along Tomken Road, the Parties agree that the consideration described in Clause 6 below will no longer be binding and that the Parties may negotiate a revised consideration.
6. The consideration for the transfers noted above are to be based upon the appraisal obtained by the City from the Ontario Appraisal Corporation dated March 17, 2008. The appraisal indicates the Lands are valued at \$600,000.00 per acre.
7. The Parties will use their best efforts to execute all agreements referred to herein and complete the transfer of the Project Lands and the Surplus Lands before the end of 2008.
8. The Paramedic Station could potentially have five entry points and shall be designed to accommodate 16 ambulances and associated staff and personnel and parking on the principle of a staggered shift parking allotment, for both current staffing and future growth.
9. The Fire Station could potentially have 3 apparatus entry points and shall be designed to accommodate up to 3 trucks, associated staffing and parking for both current staffing and future growth.
10. The Parties agree to commit to a collaborative approach to attain efficient use of the Project Lands and overall cost savings in construction, operation and maintenance of the Fire Station and Paramedic Station.
11. The Project must effectively address the City and the Region's mutual obligations to provide essential emergency services.

12. The Parties have both obtained budget approval of their respective Councils for the design phase of the Project.
13. The City intends to deliver the Project by way of a stipulated sum contract (a modified form of CCDC2 as amended by the City of Mississauga's supplementary additions).
14. The design of the Project is intended to be evaluated using LEED silver standards but will not necessarily be certified LEED silver. The Parties will together determine the feasibility of LEED silver standard design and may choose to build some or a portion of the Project to LEED silver standard if mutually agreed.
15. The City shall manage the planning, design, site plan, permitting, construction and commissioning of the Project.
16. The City shall provide the Region with a schedule setting out the milestones and time table for the Project (the "Project Schedule") and the Region will make every reasonable effort to support the Project Schedule, where required.
17. The City shall procure and enter into any and all agreements with both the architectural consultant and construction contractor as required to facilitate the Project.
18. The Region will provide its technical specifications for the Paramedic Station to the City's architect in accordance with the Project Schedule and budget requirements as determined at periodic intervals by the City and its architect.
19. The Parties acknowledge that the Project is anticipated to break ground in 2009.
20. The City is to communicate with the Region at key milestones and the Region is to provide timely comments to conform with the Project Schedule, said Project Schedule is to be adhered to in order to ensure timely completion of the Project and to minimize the risk of construction delay claims. It is the intention of the parties that the Region shall have an active participation in decision making in relation to the Project and the Region will be afforded the opportunity to review and comment and be consulted in the process to determine that Regional needs are being met.
21. The Region shall have the right to be consulted, review and comment on, and approve where applicable:
 - a. RFP document for retaining consultant;
 - b. Evaluation of RFP submission for retaining consultant;
 - c. Site plan approval application and terms of site plan agreement with the City of Mississauga;
 - d. Building schematic design;
 - e. Building detail design with cost estimates;
 - f. Tender document for construction;

- g. Evaluation of tender submission for construction;
 - h. Attendance of construction site meetings;
 - i. Approval of change orders related to Region of Peel's portion of the Project;
 - j. Building commissioning and operation training;
 - k. Substantial completion inspection and list of deficiencies; and
 - l. Final completion inspection.
22. The Parties expect that each one will seek approval from their respective Councils (including budget approvals) to ensure Project milestones are met including commissioning and operations.
23. Each party hereby agrees to appoint a primary point of contact for Project management. The City of Mississauga Fire Chief is the City's project sponsor. John Piccolo is the City's primary point of contact. The Region's Director of Paramedic Services is the Region's project sponsor. John Molenaar is the Region's primary point of contact. Any primary point of contact may appoint a further point of contact so long as there is always a primary point of contact appointed throughout the term of the Project. The parties agree to meet as required in order to promote achievement of the guiding principals and scheduling as provided herein.
24. Agreements will be negotiated and presented for both parties' Council approval dealing with detailed arrangements for transfer of property, design and tender, construction costs sharing (approvals, billing and documentation), commissioning and acceptance, operational issues, maintenance and capital cost sharing and operating based on occupancy and usage. The parties contemplate entering into the following agreements: (a) a Joint Use Agreement (or Co-Tenancy Agreement) for the Project Lands; (b) various conveyancing documents for the Project Lands; (c) a Design and Development Agreement for the Project Lands; (d) an Agreement of Purchase and Sale for the Surplus Lands; (e) such further and other agreements or documents as may be necessary to give effect to the guiding principals as provided for herein.
25. The Region shall pay to the City all costs associated with the design and construction of the Paramedic Station to be defined in a Design and Development Agreement between the parties to be negotiated. In the interim, as the parties negotiate and finalize the Design and Development Agreement, based upon Regional Council's budget approval for the overall Paramedic Services Facility requirements, the Region shall use its best efforts to obtain a purchase order and provide funding for the Region's design costs for the Paramedic Station to be paid to the City based upon periodic invoicing from the City for work completed. It is intended that the amount of the purchase order shall be in the approximate amount of \$351,750.00 (plus applicable GST) with the ability to amend the purchase order by up to twenty percent (20%) to allow for contingencies.
26. In general, it is the intention of the parties that the Region will make payments to the City based upon invoices for work completed and approved by the Region's primary point of contact. The Parties shall agree on the form of the invoice to be provided. The City shall

provide to the Region a copy of the original invoice from the architect together with the City's invoice.

- 27. Neither party shall assign or transfer this Memorandum of Understanding.
- 28. This Memorandum of Understanding shall be governed, construed and enforced according to the laws of the Province of Ontario.
- 29. No waiver of any provision of this Memorandum of Understanding shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 30. The City and the Region each shall and will make its best and timely effort upon the reasonable request of the other to make, do execute, or cause to be made, done or executed, all such further and other lawful acts, deed, things, devices and assurance whatsoever necessary to give affect to this Memorandum of Understanding and the terms and conditions contained therein.
- 31. The Parties disclaim any intention to create a partnership or to constitute either of them the agent of the other. Nothing in this Memorandum of Understanding shall bind the parties or either of them, as partners or agents nor, except as expressly provided in this Memorandum of Understanding, constitute either of them the agent of the other Party.
- 32. The parties acknowledge and agree that nothing in this Memorandum of Understanding shall be deemed to fetter or interfere with either Parties' responsibility and rights of municipal bodies to grant regulatory approval such that approval (request) as provided for in this Memorandum of Understanding is not meant to reflect the responsibilities of either Party as a municipality.

IN WITNESS WHEREOF the City has on this 16 day of June, 2008 affixed its name and corporate seal under the hand of its signing officer on that behalf.

The Corporation of the City of Mississauga

APPROVED
AS TO FORM
City Solicitor
MISSISSAUGA
D. TUDINO
Date: JUNE 13 08

Per: [Signature]
 Name: John Lohuis
 Title: Acting Commissioner, Community Services

Per: [Signature]
 Name: Crystal Greer
 Title: City Clerk

Authorized through Mississauga By-law No. 0213-2008

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IN WITNESS WHEREOF the Region has on this _____ day of _____, 2008
affixed its name and corporate seal under the hand of its signing officer on that behalf.

Per _____
Name: **Charlotte Gravley**
Title: **Regional Clerk**

Per _____
Name: **Kent Gillespie**
Title: **Commissioner of Corporate Services**

I have authority to bind the Corporation.